

Council Communication

May 19, 2015, Business meeting

Approval of Cooperative Improvement Agreement with ODOT Concerning Siskiyou Welcome Center and Rest Area

FROM:

Doug McGeary, Legal Department, legalcontractor@ashland.or.us

SUMMARY

At its April 7, 2015, meeting, the City Council requested legal staff to return to IGA negotiations with ODOT to establish more favorable conditions for development of the Welcome Center. This agenda item is to present for Council the results intended to satisfy these remaining conditions.

BACKGROUND AND POLICY IMPLICATIONS:

Please see enclosed memorandum of Doug McGeary, with attachments and exhibits.

COUNCIL GOALS SUPPORTED:

N/A.

FISCAL IMPLICATIONS:

All costs for extension of water and sewer services will be borne by ODOT. Revenue from the water and sewer charges to the SWCRA will be insignificant.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends approval of the intergovernmental agreement with ODOT.

SUGGESTED MOTION:

I move approval and authorize the City Administrator's signature of a Cooperative Improvement Agreement to Provide Water and Sewer Services to the Siskiyou Welcome Center and Rest Area.

ATTACHMENTS:

Memorandum from Doug McGeary (with Draft Final Agreement and Draft Final Agreement with track changes)

ODOT cover letter, IGA Conditions, SRA Fence Layout, Lease Amendments

Resolution 2015-03: <http://records.ashland.or.us/WebLink8/DocView.aspx?id=112782&dbid=0>;

February 3, 2015 Minutes: http://www.ashland.or.us/SIB/files/0203-2015_COUNCIL_MIN.pdf

February 17, 2015 Minutes: http://www.ashland.or.us/SIB/files/2015-0217_MIN.pdf

April 7, 2015 Minutes: <http://www.ashland.or.us/Agendas.asp?Display=Minutes&AMID=5942>



MEMORANDUM

DT: 5/12/2015

TO: Mayor and City Council Members
City Administrator

FR: Douglas M. McGeary, Legal: x-2105

RE: Welcome Center Agreement and State Proposed Revisions

The Cooperative Improvement Agreement between the City of Ashland and the State of Oregon establishes construction and operation commitments underlying the City's provision of water and sewer services to the Siskiyou Welcome Center and Rest Area outside the southern edge of the City's boundary.

At the February 17, 2015 meeting of the City Council, Council members expressed various concerns and suggestions, mainly about public safety and water conservation. Since no vote was taken on the IGA, the extent to which particular concerns or suggestions were supported by a majority of Council members was left uncertain.

At the April 7, 2015 meeting the council reviewed specific terms and conditions in the IGA intended to reflect all of the substantive concerns and suggestions raised by Council members. Although the draft IGA met most of the concerns expressed by Council members, there were several items that remained unclear or that were inadequately addressed. The Council asked for further revisions to address the following issues:

1. A more definite statement on the type and scope of staffing intended to operate the Welcome Center throughout the year;
2. Timelines as to when the Welcome Center project would be completed;
3. Improving the security of the perimeter fence, including enlarging the fence from an six foot fence to an eight foot fence.

LEGAL DEPARTMENT
20 East Main Street
Ashland, Oregon 97520

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4. Installing a fire suppression sprinkler system and a metal roof on the Welcome Center;
5. Establishing a water curtailment process to which ODOT will be subject.

After negotiations on the above issues, the Oregon Department of Justice attorney representing ODOT has provided a revised version of the IGA reflecting IGA changes which the parties were able to tentatively agree upon, but also identifying a few remaining issues. That second revised and final version of the IGA is presented as attached Final Agreement. I have also provided a version tracking the changes which is presented as Final Agreement with track changes.

Again, ODOT accepted most of the City's proposed changes to the IGA. As for the items that differ from Council's preferred version, the differences are mostly over decisions made in the County's previous land use process to approve the development. It is problematic to seek changes to those decisions without violating the various parties' rights guaranteed under that process.

SUBSTANTIVE CHANGES

In addition to the previously accepted changes, the IGA from Council meeting of April 7, 2015 as found in Final Agreement with track changes, is changed as follows:

Under State Obligations:

- Sections 1 and 3.1, language was added to clarify that the State will be deemed a "government agency" in order ensure that it is uniformly treated under the City's ordinances for water curtailment pertaining to all other government agencies. The language was further improved to provide for a reliable remedy should ODOT uses exceed its allotted amount, again as provided under the City's existing ordinance scheme.
- Section 4.1 addresses not only the scope of staffing year round at the Welcome Center as presented in the Travel Oregon letter attached to the Agreement, but it also provides for the method by which employees and staff will be screened consistent with standards of the industry.
 - The Travel Oregon letter, attached to the IGA as Exhibit B, provides a more explicit description of Travel Oregon's designs and expectations for the Welcome Center. In short, they anticipate that the Welcome Center will operate employing an 8 hour per day staff throughout the visitor season and likely a 40 hour/week during the off season. Travel Oregon further explains through this letter its commitment and expectation to utilize volunteer services.

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- Section 5.3. The State cannot change its fence to eight feet due to land use restrictions consistent with decisions in the county land use process. ODOT, however, will place a secure and barbed wire protected gate to the site. In addition, it will provide a second perimeter 6' fence which will further improve security where the nearby residents voiced concern.
- In Section 5.7, the State and City engineers are formulating the design that enlarges the emergency-only water service capability to the Welcome Center site to accommodate a fire suppression sprinkler system, as well as a hydrant to further accommodate the surrounding neighbors' and Council members' wild fire concerns.
- The State is unable to place a metal roof on the Welcome Center given that its architectural design, again, was a subject in the notice and discussions at the county's land use approval process. The asbestos, asphalt shingle design, however, remains a well-recognized reliable fire resistant treatment, which in combination with the sprinkler system is expected to provide fully sufficient fire protection to the facility and surroundings.

DRAFT FINAL AGREEMENT

COOPERATIVE IMPROVEMENT AGREEMENT

**To Provide Water and Sewer Services to
Siskiyou Welcome Center and Rest Area
City of Ashland**

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

RECITALS

1. Interstate 5 (Pacific Highway No. 1, 1-5), is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects With the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State closed the former Siskiyou Welcome Center and Rest Area (SWCRA) in 1997. Jackson County approved the land use application to construct a replacement SWCRA and to permit the extension of water and sewer services to this facility, which is to be located at I-5, Mile Point 12.5 near Crowson Road and just outside the Agency Urban Growth Boundary in Jackson County hereinafter referred to as "Site".
4. In 2011, Agency approved State's request to extend water and enhancement of sewer to the SWCRA facility with conditions.
5. Of those conditions in the Agency's 2011 decision, the relevant ones in this case were that:
 - a. The State was to complete the development of the SWRCA in four years or June 21, 2015; and
 - b. The State and the Agency were to draft and execute an intergovernmental agreement that ensures funding of construction and operation that is acceptable to the Mayor and Council of the City of Ashland.

Agency/State
Agreement No. 28833

6. On February 17, 2015, the Agency agreed by resolution to waive the four year deadline to complete development of the SWRCA. The Agency, however, retained the requirement for an intergovernmental agreement to ensure funding of construction and operation that is acceptable to the Mayor and Council, which is represented by this Cooperative Improvement Agreement. Furthermore, this Agreement is intended to address under what conditions the Agency has authority to terminate water service to SWCRA.

NOW THEREFORE, the facts being as stated in the foregoing Recitals, it is agreed by and between the Parties hereto that the following is of material essence to this Agreement:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree State shall design and construct new water and sewer line services to the SWCRA facilities, hereinafter referred to as "Project." The Project is the extension of a new potable-use water line and the enhancement of an existing sewer line to the Site. Among other terms and conditions under State Obligations listed below, potable water provided by Agency will not be used for irrigation purposes on the Siskiyou Rest Area site. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project will be financed at an estimated cost of \$300,000 in state funds. The estimate for the total Project cost is subject to change. State shall be responsible for Project costs beyond the estimate.

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing operation and maintenance responsibilities, in perpetuity. The Project shall begin construction at the earliest possible opportunity following the date of final execution of this Agreement by both Parties, and once begun, the extension of water and sewer lines shall be completed within two (2) calendar years.

AGENCY OBLIGATIONS

1. Agency shall allow the extension and hook up of water service and sewer service to the SWCRA facility within two (2) weeks of request from State.

2. Agency shall invoice State for governmental use of water and sewer services extending outside of the Agency's city limits for the SWCRA facility.

3. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

4. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

5. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

6. Agency's Project Manager for this Project is Dave Kanner, City Administrator, 20 East Main, Ashland, OR 97520, 541-488-6002, dave.kanner@ashland.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall pay all fees for governmental water and sewer rates for services extending outside of the Agency's city limits. State shall comply with Agency's water and sewer services ordinances and resolutions, including Agency system-wide orders or requests to condition and/or curtail customer water usage. State is a government agency for purposes of curtailment.

2. State shall be responsible for 100 percent of use of water and sewer service costs associated with the SWCRA. State shall require the Agency to send invoices directly to State.

3. State agrees to use Agency supplied water for potable purposes only and agrees State will not use Agency's supplied water for irrigation purposes.

3.1 Potable water volume use from the City of Ashland water system will not exceed an average of 200 cubic feet per day unless otherwise agreed. Willful violations are subject to Ashland Municipal Code 14.06.090.

3.2 State will observe and comply with findings, conclusions, and resulting decision of Jackson County Ordinance 2014-1 as supported by the Jackson County Planning Commission's recommendation as adopted as it relates to three year minimum irrigation water supply and replacement of landscape vegetation.

3.3 Where practical and in concert with Jackson County land use conditions of approval, State will design the site to maximize water conservation such as enlarging water storage capacity, installing water conservation fixtures, planting drought resistant landscape vegetation, and the use or recycling of gray water.

3.4 State will maintain all potable water usage records relating to this Agreement. in an

Agency/State
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annual report. In addition, the State will maintain and cause its tenant to maintain any other records pertinent to this Agreement in such a manner as to clearly document State's performance hereunder. The State acknowledges and agrees that Agency and its duly authorized representatives shall have access to such records and to all other books, documents, electronic files, papers, plans and writings of the State and/or its tenant that are pertinent to this Agreement for the purpose of performing examinations and audits, and making excerpts and transcripts.

4. State will provide in any lease agreement of the Welcome Center, or in the case of the existing Cooperative Improvement Agreement No. 28940, to be amended to provide for:

4.1. When open to the public, the Welcome Center will be staffed in a manner generally consistent with the intent of Exhibit "B". Welcome Center staff will be screened in a manner that is consistent with state and federal law and tenant's normal business practices. 4.2 The tenant will accommodate volunteers.

4.3. Tenant will provide Wi-Fi services and public access to an electrical outlet or charging station for handheld electronic devices. This provision may be altered to accommodate communication technology advances that occur over the duration of the lease.

5. State shall ensure that the Siskiyou Welcome Center facility include space for an Oregon State Police work center.

5.1 State will provide Ashland Police Department and the Ashland Fire and Rescue Department the entry gate access code to permit emergency vehicle (which includes police patrol vehicles) access to the Site by means of the approved access road to the Site in addition to the freeway access for such purposes as to provide a physical presence to secure against criminal and other unlawful and nuisance activities, and for such purposes as to perform public safety, crime and fire fighting and prevention duties. (See Conditions of Approval, Item 11, LPR2007-00008, p. 43)

5.2 State will install closed circuit television cameras (CCTV) according to Conditions of Approval, Item 26 of LPR2007-00008, p. 45.

5.3 The fence along Crowson Road g will include gating that is continuously locked to allow access only for authorized personnel and vendors operating the Welcome Center and emergency and law enforcement personnel. The gate will be secured with barbed wire.

5.4 State will utilize best practices to install adequate security lighting while maintaining "Dark Skies" standard consistent with Jackson County LPR 2007-00008 Condition 10.

- 5.5 State will designate a "Smoking Area" in a designated outside area that is safe from fire hazards and provide an adequate number of cigarette butt containers. State will enforce a "No Smoking" policy in areas where Smoking is prohibited.
- 5.6 A first aid kit and a defibrillator will be stored at the Welcome Center.
- 5.7 The Welcome Center building will be constructed with an interior fire sprinkler system contingent upon City approval to extend the water line, and will install a fire hydrant and remote meter.
6. Where reasonably practical, State will fully design and install fire safety measures comprising the Welcome Center site and water system, which shall include, but not be limited to, building with fire resistant or non-combustible materials and roofing, a minimum 2-inch water outlet, firewise landscaping as approved by Jackson County, defensible space guidelines and weed abatement protocols, smoking areas located in areas away from the buildings that are safe from fire hazards and signage.
7. ODOT will comply with the Integrated Vegetation Statewide Management Plan and where reasonably practical, State will comply with Ashland Municipal Code Chapter 9.28 requirements for any application of pesticides, herbicides, and growth retardants on the SWCRA site.
8. State will comply with all terms, findings, and conditions or approval under the land use actions of Jackson County Ordinance that include 2009-7 together with 2011-9 and all adopted findings, conclusions, recommendations and conditions under LPR2007-00008, and 2014-1 with adopted finding, conclusions, recommendations and conditions under LPR2013-0005.
9. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
10. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
11. State shall be responsible for all costs associated with construction and installation of the Project.
12. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project.

13. State shall construct the Welcome Center and Safety Rest Area as one construction project.

14. State's Project Manager for this Project is Tim Fletcher, Project Manager, 100 Antelope Road, White City, OR 97503, timothy.w.fletcher@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both parties.

2. This Agreement may be terminated by either Party upon thirty (30) days' notice in writing and delivered by certified mail or in person, under, under any of the following conditions:

- a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- b. If either Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
- e. If State uses Agency supplied water for irrigation purposes or willfully violates those conditions set forth in the respective obligations dictated above.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative

fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

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

SEE NEXT PAGE FOR SIGNATURES

This Project is in the 2012-2015 Statewide Transportation Improvement Program, Key #09436 that was adopted by the Oregon Transportation Commission on March 21, 2012, (or subsequently approved by amendment to the STIP).

<p>CITY OF ASHLAND, by and through its elected officials</p>	<p>STATE OF OREGON, by and through its Department of Transportation</p>
<p>By _____</p>	<p>By _____</p>
<p>Date _____</p>	<p>Region 3 Manager</p>
<p>By _____</p>	<p>Date _____</p>
<p>Date _____</p>	<p>APPROVAL RECOMMENDED</p>
<p>APPROVED AS TO FORM</p>	<p>By _____</p>
<p>By _____</p>	<p>District Area Manager</p>
<p>_____ Counsel _____ Date</p>	<p>Date _____</p>
<p><u>Agency Contact</u> Dave Kanner, City Administrator 20 E. Main St. Ashland, OR 97520 541-488-6002 Dave.kanner@ashland.or.us</p>	<p><u>State Contact</u> Tim Fletcher, Project Manager 100 Antelope Road White City, OR 97503 541-774-6356 Timothy.W.Fletcher@odot.state.or.us</p>

EXHIBIT A — Project Location Map

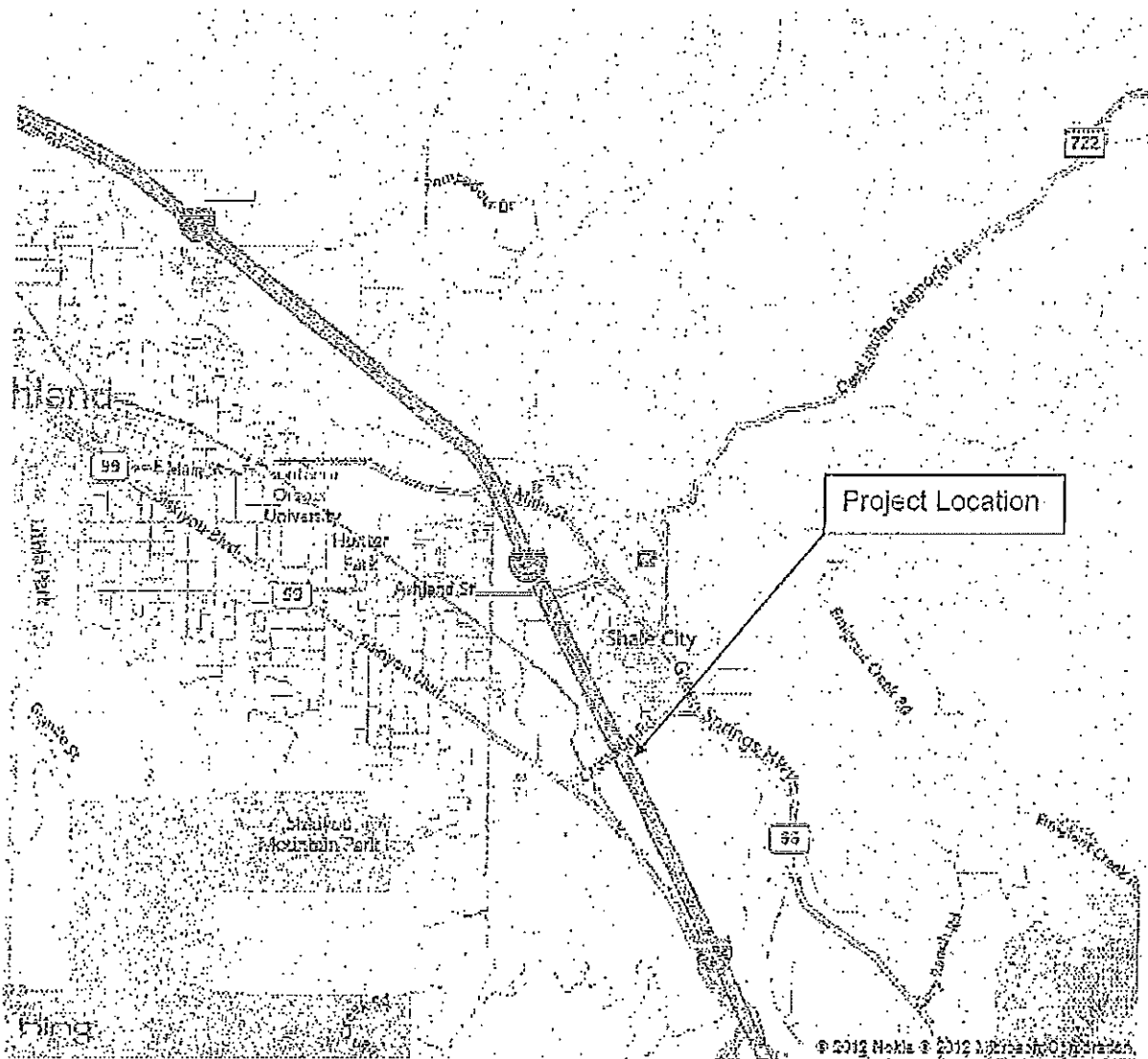


Exhibit "B"



May 11, 2015

Mayor John Stromberg &
City Council Members
20 East Main St.
Ashland, OR 97520

Mayor Stromberg and Councilors,

The Oregon Tourism Commission, dba Travel Oregon, operates a system of State Welcome Centers with statutory authority to do so. The agency was created in 2003 to enhance Oregon's quality of life by strengthening economic impacts of the state's \$10.3 billion tourism industry. Welcome Centers, along with the vast network of local visitor centers and other information available both online and in print, are key components to Oregon's overall tourism industry. Over the past decade, travel planning, way-finding and other elements of the travel experience have seen tremendous change and we have every expectation that will continue. There are more generations traveling to and throughout our state than ever before in history – each traveler is unique as is each generation. It is our intent to evolve our marketing, sales and development efforts to best reflect the ever changing demands of travelers.

During the April 7, 2015 Ashland City Council's deliberations on whether or not to provide water and sewer service to the proposed Siskiyou Safety Rest Area/Welcome Center, the Council raised several questions regarding staffing at Welcome Centers that we are writing to address.

Regarding the use of volunteers, we rely on both paid personnel and volunteers to serve visitors at every Welcome Center. Volunteers are an important part of our staffing model and we will look forward to having volunteers from the Rogue Valley area share their knowledge and information about local favorite spots at the proposed Siskiyou Welcome Center.

Staffing of the State Welcome Center is directly related to serving visitors. Currently, State Welcome Centers are operated and staffed using three primary models – direct staff, temporary staffing, contract staffing.

Direct Staffing: The Welcome Center at PDX is the only center in the system at which Travel Oregon staff work full time. Three employees are directly tied to this Welcome Center to serve visitors. Along with direct staff, temporary staffing and volunteers are deployed to effectively meet visitor service demands. The PDX Welcome Center is open 7 days per week, 365 days per year from approximately 9a-10p. Staffing is increased or decreased based on fluctuations in travel, including major holidays and other factors such as inbound flight load.

Temporary Staffing: Some Welcome Centers use temporary staffing to provide visitor services (Ontario, Klamath Falls, for example). At these centers, Travel Oregon works with a staffing agency to provide staffing needed to operate. The staff is seasonal, and the Welcome Center provides staffed visitor services from May-September, 7 days per week, approximately 9a-5p. The hours of staffed services can fluctuate as do the staffing levels based on events that would drive need for additional or fewer hours of staffed services. During the months of October through April, visitor information is available but the centers are not staffed.

Contract Staffing: Some Welcome Centers offer staffed visitor services through a contract between Travel Oregon and a local Chamber of Commerce or Convention Visitor Bureau (Seaside, Oregon City, for example). At these centers, Travel Oregon works with a local partner organization through a contractual relationship to provide staffing needed to operate. The staff may be direct employees, temporary staff and/or volunteers, and the Welcome Center provides staffed visitor services not less than May-September, 7 days per week, approximately 9a-5p. The hours of staffed services can fluctuate as do the staffing levels based on events that would drive need for additional or fewer hours of staffed services. During the months of October through April, staffed visitor information is available and the contracting organization has opportunity to determine the hours and days of staffed services, but typical agreement requires not less than 4 days per week.

Based on the visitor counts anticipated and provided by ODOT, we believe this proposed facility will prove to be one of the busiest Welcome Centers in the state. The Southern gateway on I-5 is a critical entry point from important drive markets to Oregon generally and to Southern Oregon specifically. A review of the markets deemed most strategically important to communities and attractions in Southern Oregon reinforces the incredible opportunity this proposed facility provides to the tourism industry in Ashland and Southern Oregon.

We are enthusiastic and committed to this proposed facility – so much so that Travel Oregon has a binding 60-year agreement with ODOT in which Travel Oregon is committing over \$1.5 million to support the facility. The agreement with ODOT addresses the approach to staffing. Our testimony before Council has always been consistent with that agreement. No one will be happier than Travel Oregon to see our marketing efforts, coupled with local and regional marketing efforts, drive increases in visitor counts at the proposed facility such that daily, year-round extended hours of staffed visitor services is warranted. Currently, Travel Oregon intends to staff the proposed Welcome Center daily for at least 8 hours per day a minimum of May through September and an average of 40 hours a week during the other months of the year. This anticipated schedule will be adjusted for seasonal fluctuations in visitor travel. Future changes in staffing levels will be driven by demand for visitor services at the Welcome Center other times of the year - as it is with other Welcome Centers in our system. However, unlike some Welcome Centers in the system, we anticipate staffed visitor services every month of the year at this proposed facility with specific days and hours yet to be determined.

The Council's questions indicate concerns for security at the proposed safety rest area and we concur that activity at any facility, including maintenance, landscaping, visitors, state and local law enforcement among others, is likely beneficial from a deterrence standpoint. Beyond that, Welcome Center staff are not trained in facility security monitoring (e.g. we do not ask the staff to patrol the exterior of Welcome Center premises, and would not ask them to do so at the proposed facility). Our current protocols stipulate that, we direct our staff not to engage with anyone involved in illegal activity but to instead contact the facility manager, in this case ODOT or a facility maintenance contractor should there be one in place (ODOT currently contracts maintenance of all existing I-5 and I-84 safety rest area maintenance to the Oregon Travel Information Council).

As you know from earlier statements, Travel Oregon takes its stewardship of public funds seriously and is constantly seeking the highest and best returns on every dollar. Using a demand-driven approach to seasonal staffing of our Welcome Centers means that every dollar not committed to staffing or other obligations is available to go into marketing initiatives that help drive demand. We look forward to the opportunity to serve visitors at the proposed Siskiyou Welcome Center.

Best regards,

A handwritten signature in black ink that reads "TODD DAVIDSON". The letters are bold and slightly slanted, with a prominent horizontal line above the "T".

Todd Davidson
CEO

**DRAFT FINAL AGREEMENT
WITH TRACK CHANGES**

COOPERATIVE IMPROVEMENT AGREEMENT

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Siskiyou Welcome Center and Rest Area
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NOW THEREFORE, the facts being as stated in the foregoing Recitals, it is agreed by and between the Parties hereto that the following is of material essence to this Agreement:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree State shall design and construct new water and sewer line services to the SWCRA facilities, hereinafter referred to as "Project." The Project is the extension of a new potable-use water line and the enhancement of an existing sewer line to the Site. Among other terms and conditions under State Obligations listed below, potable water provided by Agency will not be used for irrigation purposes on the Siskiyou Rest Area site. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project will be financed at an estimated cost of \$300,000 in state funds. The estimate for the total Project cost is subject to change. State shall be responsible for Project costs beyond the estimate.

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing operation and maintenance responsibilities, in perpetuity. The Project shall begin construction at the earliest possible opportunity following the date of final execution of this Agreement by both Parties, and once begun, the extension of water and sewer lines shall be completed within two (2) calendar years.

AGENCY OBLIGATIONS

1. Agency shall allow the extension and hook up of water service and sewer service to the SWCRA facility within two (2) weeks of request from State.

2. Agency shall invoice State for governmental use of water and sewer services extending outside of the Agency's city limits for the SWCRA facility.

3. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

4. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

5. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

6. Agency's Project Manager for this Project is Dave Kanner, City Administrator, 20 East Main, Ashland, OR 97520, 541-488-6002, dave.kanner@ashland.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall pay all fees for governmental water and sewer rates for services extending outside of the Agency's city limits. State shall comply with Agency's water and sewer services ordinances and resolutions, including Agency system-wide orders or requests to condition and/or curtail customer water usage. State is a government agency for purposes of curtailment.

2. State shall be responsible for 100 percent of use of water and sewer service costs associated with the SWCRA. State shall require the Agency to send invoices directly to State.

3. State agrees to use Agency supplied water for potable purposes only and agrees State will not use Agency's supplied water for irrigation purposes.

3.1 Potable water volume use from the City of Ashland water system will not exceed an average of 200 cubic feet per day unless otherwise agreed. Willful violations are subject to Ashland Municipal Code 14.06.090.

3.2 State will observe and comply with findings, conclusions, and resulting decision of Jackson County Ordinance 2014-1 as supported by the Jackson County Planning Commission's recommendation as adopted as it relates to three year minimum irrigation water supply and replacement of landscape vegetation.

3.3 Where practical and in concert with Jackson County land use conditions of approval, State will design the site to maximize water conservation such as enlarging water storage capacity, installing water conservation fixtures, planting drought resistant landscape vegetation, and the use or recycling of gray water.

3.4 State will maintain all potable water usage records relating to this Agreement, in an

annual report. In addition, the State will maintain and cause its tenant to maintain any other records pertinent to this Agreement in such a manner as to clearly document State's performance hereunder. The State acknowledges and agrees that Agency and its duly authorized representatives shall have access to such records and to all other books, documents, electronic files, papers, plans and writings of the State and/or its tenant that are pertinent to this Agreement for the purpose of performing examinations and audits, and making excerpts and transcripts.

4. State will provide in any lease agreement of the Welcome Center, or in the case of the existing Cooperative Improvement Agreement No. 28940, to be amended to provide for:

4.1. When open to the public, the Welcome Center will be staffed in a manner generally consistent with the intent of Exhibit "B". Welcome Center staff will be screened in a manner that is consistent with state and federal law and tenant's normal business practices.

4.2 The tenant will accommodate volunteers.

4.3. Tenant will provide Wi-Fi services and public access to an electrical outlet or charging station for handheld electronic devices. This provision may be altered to accommodate communication technology advances that occur over the duration of the lease.

5. State shall ensure that the Siskiyou Welcome Center facility include space for an Oregon State Police work center.

5.1 State will provide Ashland Police Department and the Ashland Fire and Rescue Department the entry gate access code to permit emergency vehicle (which includes police patrol vehicles) access to the Site by means of the approved access road to the Site in addition to the freeway access for such purposes as to provide a physical presence to secure against criminal and other unlawful and nuisance activities, and for such purposes as to perform public safety, crime and fire fighting and prevention duties. (See Conditions of Approval, Item 11, LPR2007-00008, p. 43)

5.2 State will install closed circuit television cameras (CCTV) according to Conditions of Approval, Item 26 of LPR2007-00008, p. 45.

5.3 The fence along Crowson Road ing will include gating that is continuously locked to allow access only for authorized personnel and vendors operating the Welcome Center and emergency and law enforcement personnel. The gate will be secured with barbed wire.

5.4 State will utilize best practices to install adequate security lighting while maintaining "Dark Skies" standard consistent with Jackson County LPR 2007-00008 Condition 10.

5.5 State will designate a "Smoking Area" in a designated outside area that is safe from fire hazards and provide an adequate number of cigarette butt containers. State will enforce a "No Smoking" policy in areas where Smoking is prohibited.

5.6 A first aid kit and a defibrillator will be stored at the Welcome Center.

5.7 The Welcome Center building will be constructed with an interior fire sprinkler system contingent upon City approval to extend the water line, and will install a fire hydrant and remote meter.

6. Where reasonably practical, State will fully design and install fire safety measures comprising the Welcome Center site and water system, which shall include, but not be limited to, building with fire resistant or non-combustible materials and roofing, a minimum 2-inch water outlet, firewise landscaping as approved by Jackson County, defensible space guidelines and weed abatement protocols, smoking areas located in areas away from the buildings that are safe from fire hazards and signage.

7. ODOT will comply with the Integrated Vegetation Statewide Management Plan and where reasonably practical, State will comply with Ashland Municipal Code Chapter 9.28 requirements for any application of pesticides, herbicides, and growth retardants on the SWCRA site.

8. State will comply with all terms, findings, and conditions or approval under the land use actions of Jackson County Ordinance that include 2009-7 together with 2011-9 and all adopted findings, conclusions, recommendations and conditions under LPR2007-00008, and 2014-1 with adopted finding, conclusions, recommendations and conditions under LPR2013-0005.

9. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

10. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

11. State shall be responsible for all costs associated with construction and installation of the Project.

12. State shall cause to be relocated or reconstructed, all privately or publicly owned utility

conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project.

~~42-13.~~ State shall construct the Welcome Center and Safety Rest Area as one construction project.

~~43-14.~~ State's Project Manager for this Project is Tim Fletcher, Project Manager, 100 Antelope Road, White City, OR 97503, timothy.w.fletcher@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both parties.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice in writing and delivered by certified mail or in person, under, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
 - e. If State uses Agency supplied water for irrigation purposes or willfully violates those conditions set forth in the respective obligations dictated above.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing

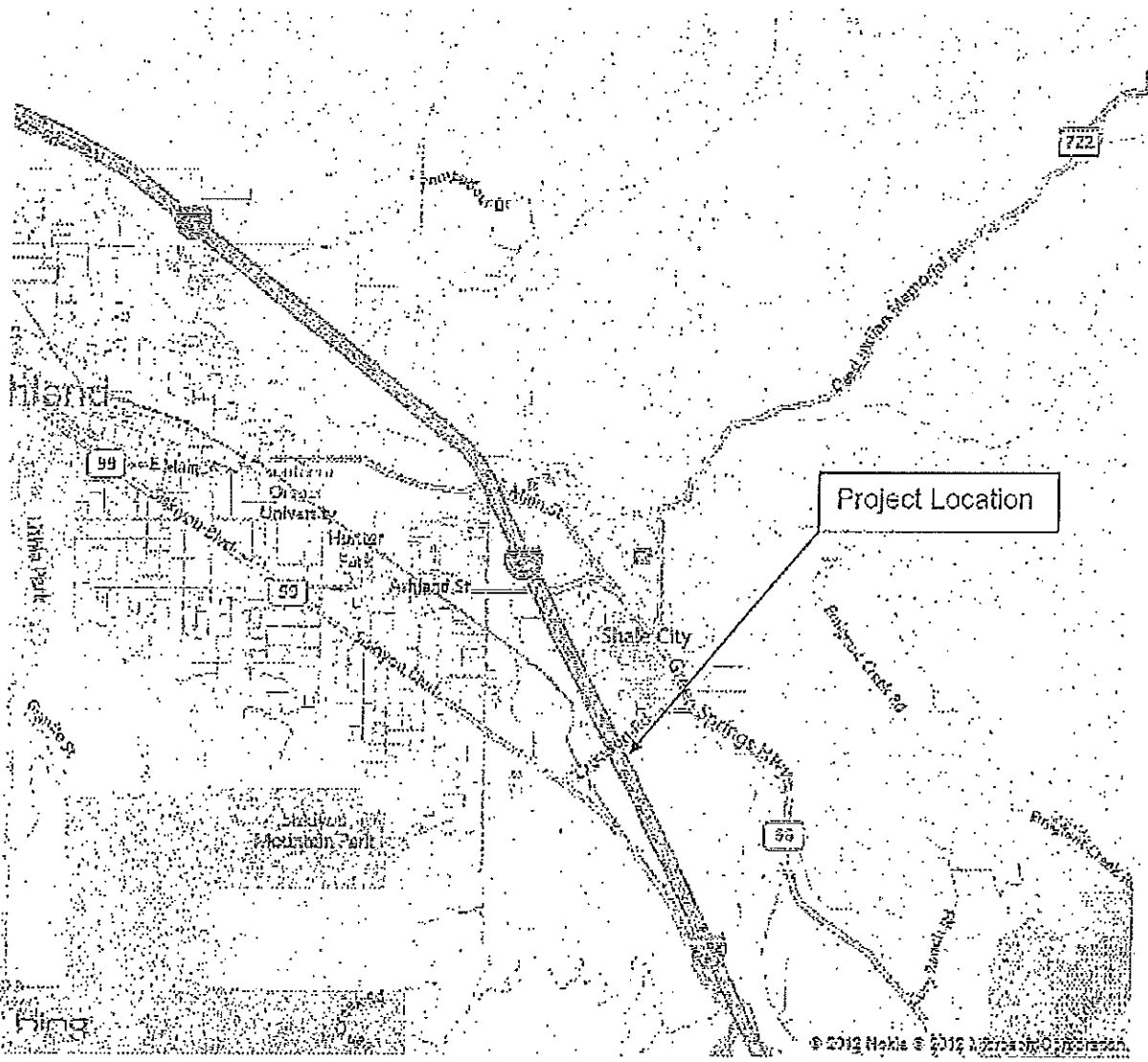
representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SEE NEXT PAGE FOR SIGNATURES

This Project is in the 2012-2015 Statewide Transportation Improvement Program, Key #09436 that was adopted by the Oregon Transportation Commission on March 21, 2012, (or subsequently approved by amendment to the STIP).

<p>CITY OF ASHLAND, by and through its elected officials</p> <p>By _____</p> <p>Date _____</p> <p>By _____</p> <p>Date _____</p> <p>APPROVED AS TO FORM</p> <p>By _____</p> <p>_____ Counsel Date _____</p> <p><u>Agency Contact</u> Dave Kanner, City Administrator 20 E. Main St. Ashland, OR 97520 541-488-6002 Dave.kanner@ashland.or.us</p>	<p>STATE OF OREGON, by and through its Department of Transportation</p> <p>By _____</p> <p>Region 3 Manager</p> <p>Date _____</p> <p>APPROVAL RECOMMENDED</p> <p>By _____</p> <p>District Area Manager</p> <p>Date _____</p> <p><u>State Contact</u> Tim Fletcher, Project Manager 100 Antelope Road White City, OR 97503 541-774-6356 Timothy.W.Fletcher@odot.state.or.us</p>
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EXHIBIT A — Project Location Map



7

Exhibit "B"



May 11, 2015

Mayor John Stromberg &
City Council Members
20 East Main St.
Ashland, OR 97520

Mayor Stromberg and Councilors,

The Oregon Tourism Commission, dba Travel Oregon, operates a system of State Welcome Centers with statutory authority to do so. The agency was created in 2003 to enhance Oregon's quality of life by strengthening economic impacts of the state's \$10.3 billion tourism industry. Welcome Centers, along with the vast network of local visitor centers and other information available both online and in print, are key components to Oregon's overall tourism industry. Over the past decade, travel planning, way-finding and other elements of the travel experience have seen tremendous change and we have every expectation that will continue. There are more generations traveling to and throughout our state than ever before in history – each traveler is unique as is each generation. It is our intent to evolve our marketing, sales and development efforts to best reflect the ever changing demands of travelers.

During the April 7, 2015 Ashland City Council's deliberations on whether or not to provide water and sewer service to the proposed Siskiyou Safety Rest Area/Welcome Center, the Council raised several questions regarding staffing at Welcome Centers that we are writing to address.

Regarding the use of volunteers, we rely on both paid personnel and volunteers to serve visitors at every Welcome Center. Volunteers are an important part of our staffing model and we will look forward to having volunteers from the Rogue Valley area share their knowledge and information about local favorite spots at the proposed Siskiyou Welcome Center.

Staffing of the State Welcome Center is directly related to serving visitors. Currently, State Welcome Centers are operated and staffed using three primary models – direct staff, temporary staffing, contract staffing.

Direct Staffing: The Welcome Center at PDX is the only center in the system at which Travel Oregon staff work full time. Three employees are directly tied to this Welcome Center to serve visitors. Along with direct staff, temporary staffing and volunteers are deployed to effectively meet visitor service demands. The PDX Welcome Center is open 7 days per week, 365 days per year from approximately 9a-10p. Staffing is increased or decreased based on fluctuations in travel, including major holidays and other factors such as inbound flight load.

Temporary Staffing: Some Welcome Centers use temporary staffing to provide visitor services (Ontario, Klamath Falls, for example). At these centers, Travel Oregon works with a staffing agency to provide staffing needed to operate. The staff is seasonal, and the Welcome Center provides staffed visitor services from May-September, 7 days per week, approximately 9a-5p. The hours of staffed services can fluctuate as do the staffing levels based on events that would drive need for additional or fewer hours of staffed services. During the months of October through April, visitor information is available but the centers are not staffed.

Contract Staffing: Some Welcome Centers offer staffed visitor services through a contract between Travel Oregon and a local Chamber of Commerce or Convention Visitor Bureau (Seaside, Oregon City, for example). At these centers, Travel Oregon works with a local partner organization through a contractual relationship to provide staffing needed to operate. The staff may be direct employees, temporary staff and/or volunteers, and the Welcome Center provides staffed visitor services not less than May-September, 7 days per week, approximately 9a-5p. The hours of staffed services can fluctuate as do the staffing levels based on events that would drive need for additional or fewer hours of staffed services. During the months of October through April, staffed visitor information is available and the contracting organization has opportunity to determine the hours and days of staffed services, but typical agreement requires not less than 4 days per week.

Based on the visitor counts anticipated and provided by ODOT, we believe this proposed facility will prove to be one of the busiest Welcome Centers in the state. The Southern gateway on I-5 is a critical entry point from important drive markets to Oregon generally and to Southern Oregon specifically. A review of the markets deemed most strategically important to communities and attractions in Southern Oregon reinforces the incredible opportunity this proposed facility provides to the tourism industry in Ashland and Southern Oregon.

We are enthusiastic and committed to this proposed facility – so much so that Travel Oregon has a binding 60-year agreement with ODOT in which Travel Oregon is committing over \$1.5 million to support the facility. The agreement with ODOT addresses the approach to staffing. Our testimony before Council has always been consistent with that agreement. No one will be happier than Travel Oregon to see our marketing efforts, coupled with local and regional marketing efforts, drive increases in visitor counts at the proposed facility such that daily, year-round extended hours of staffed visitor services is warranted. Currently, Travel Oregon intends to staff the proposed Welcome Center daily for at least 8 hours per day a minimum of May through September and an average of 40 hours a week during the other months of the year. This anticipated schedule will be adjusted for seasonal fluctuations in visitor travel. Future changes in staffing levels will be driven by demand for visitor services at the Welcome Center other times of the year - as it is with other Welcome Centers in our system. However, unlike some Welcome Centers in the system, we anticipate staffed visitor services every month of the year at this proposed facility with specific days and hours yet to be determined.

The Council's questions indicate concerns for security at the proposed safety rest area and we concur that activity at any facility, including maintenance, landscaping, visitors, state and local law enforcement among others, is likely beneficial from a deterrence standpoint. Beyond that, Welcome Center staff are not trained in facility security monitoring (e.g. we do not ask the staff to patrol the exterior of Welcome Center premises, and would not ask them to do so at the proposed facility). Our current protocols stipulate that, we direct our staff not to engage with anyone involved in illegal activity but to instead contact the facility manager, in this case ODOT or a facility maintenance contractor should there be one in place (ODOT currently contracts maintenance of all existing I-5 and I-84 safety rest area maintenance to the Oregon Travel Information Council).

As you know from earlier statements, Travel Oregon takes its stewardship of public funds seriously and is constantly seeking the highest and best returns on every dollar. Using a demand-driven approach to seasonal staffing of our Welcome Centers means that every dollar not committed to staffing or other obligations is available to go into marketing initiatives that help drive demand. We look forward to the opportunity to serve visitors at the proposed Siskiyou Welcome Center.

Best regards,

A handwritten signature in black ink that reads "TODD DAVIDSON". The letters are bold and slightly slanted, with a prominent horizontal line above the "T".

Todd Davidson
CEO



Oregon

Kate Brown, Governor

Department of Transportation

Rogue Valley Office

100 Antelope Road

White City, OR 97503-1674

Phone: (541) 774-6299

Fax: (541) 774-6349

To: Mayor of Ashland and Ashland City Council

From: Art Anderson, ODOT Rogue Valley Area Manager *AAA*

Date: May 19, 2015

The Siskiyou Safety Rest Area/Welcome Center was closed in 1996 following a tragic accident. This accident was attributed to unsafe geometric conditions that could not be corrected. For the past nineteen years, ODOT has been working with Ashland, Ashland Chamber of Commerce, Travel Oregon and others to locate and construct a replacement facility. To briefly recap, we included some background information to explain the reasoning for the development of this facility. Furthermore, we have responded to several additional Council requested conditions regarding the IGA between Ashland and ODOT.

1. Why a Safety Rest Area Welcome Center?

- **City of Ashland requested a Replacement Welcome Center.**

Mayor Golden requests Governor to assist in establishing a replacement Welcome Center. "It is imperative for our area that the combination Welcome Center/Safety Rest Area be relocated back onto I-5..." (Atch 1).

- **FHWA requires state to replace Safety Rest Area.**

Approval to close the unsafe rest area at MP 10 was conditioned upon, "The new Siskiyou SRA will be constructed and open to the traveling public as soon as possible." (Atch 2). ODOT was directed again to reconstruct the Safety Rest Area in 2001 (Atch 3), with FHWA affirming its request in 2008 and 2013 (Atchs 4 and 5).

- **Restoration of a Southern Gateway Welcome is top priority of Governor's Transportation and Tourism Task Force.**

"Creation of a permanent Siskiyou Rest Area and Welcome Center, which is currently operated in a temporary location, as a worthy gateway for visitors entering Oregon on I-5 from the south;" is identified as top priority of Governor's 2006 Executive Order 06 -14 (Atch 6).

- **Replacement Safety Rest Area/Welcome Center has been a community priority included in the MPO's 2005-2030 Regional Transportation Plan.**

2. Why locate the Welcome Center at this location?

- **Ashland recommended this site in 1997.**

Ashland City Administrator and Chamber of Commerce Executive Director recommended this parcel for a replacement Welcome Center in 1997 because the location on I-5 needed to be somewhere between the Highway 66 exit and the snowline. "If it were located to the north of the Highway 66 exit, it is believed that a great many visitors would bypass Ashland altogether." (Atch 7).

- **Tourism Task Force affirmed this site in 2007.**

A Task Force made up of representatives from the City of Ashland, Jackson County Board of Commissioners, the Ashland Chamber of Commerce, the Shakespeare Festival, the Medford Visitor's Convention Bureau and Oregon Tourism Commission, FHWA and ODOT agreed to, "construct a new facility in a new location north of the snow zone and south of route 66." (Atch 8). This location was identified because, "Ashland is an important tourist destination, the facilities need to be located south of Exit 14, Ashland's principal I-5 interchange." (Atch 8).

City of Ashland requested that ODOT not consider an alternative 27-acre parcel near Exit 14 because it was considered to be an essential part of the Ashland UGB. (Atch 9).

- **Jackson County approved the site for a Safety Rest Area/Welcome Center in 2008.**

Jackson County approved siting the Safety Rest Area/Welcome Center at this location after rigorously examining scores of alternative locations at 16 public hearings. The County concluded that the proposed location was the only reasonable location. This decision was affirmed by LUBA and the Court of Appeals.

3. Why obtain water from Ashland?

- Ashland committed to providing water and sewer connections to the Replacement Safety Rest Area/Welcome Center in 1997 (Atch 10). Ashland took action to confirm its commitment in 2000 (Atch 11). City again affirmed its position in 2008 (Atch 12).
- In 2008, ODOT prepared its application for its needed land use approvals from Jackson County to include water and sewer service from Ashland. That application relied upon letters from the City committing to water and sewer services. The Jackson County approval included a condition that required water and sewer service from Ashland.
- In 2011, Ashland agreed to extend sewer service, and water service for potable purposes only, and conditioned its approval upon the project being completed in four years and agreement of an IGA between ODOT and the City.

- ODOT acquired a water right from Talent Irrigation District to meet the non-potable water requirements and requested an amendment to the County condition. The time needed to acquire water rights, obtain the land use amendment for non-potable water and defend the appeal delayed the project three years, leaving insufficient time to complete the project's construction.

4. **What is the Current Project Status?**

- All permits obtained.
- All funding is in place.
- Lease Agreement between Travel Oregon and ODOT in place.
- Preliminary site work occurred 2014.
- Prepared to bid civil /site work for fall 2015 construction.

5. **The IGA**

City Council identified 25 issues to be considered in the IGA between Ashland and ODOT. At our hearing last month, ODOT was able to affirmatively commit to most. Ashland City Council directed its City attorney to negotiate terms around the remaining issues.

1. Curtailment. The IGA identifies the Welcome Center as a government entity for purposes of curtailment and the facility will be subject to the curtailment provisions of AMC 14.06.090.

2. Interior Fire Suppression System. ODOT has agreed to construct the Welcome Center building with an interior sprinkler system. A fire hydrant will also be installed.

3. Roofing material will be a fire resistant composite roof. Consideration was given to changing this to a metal roof. The County approved the structure as a Cascadia style lodge with a fire resistant composite roof. Altering the look of roof material would likely be contrary to the earlier architectural approvals. Importantly, substituting a metal roof for the approved composite roof offers no additional fire safety benefits. With the fire suppression system, installation of a fire hydrant, a 22,000 gallon storage tank and use of fire resistant building materials, it was felt the existing facility design should remain.

4. Employment screening. Travel Oregon has agreed to screen Welcome Center Staff in a manner consistent with state and federal law and its normal business practices.

5. Fencing:

- Jackson County required a 6' tall black coated chain-link fence to be installed around the perimeter of the property. This fence was requested by the neighbors for security purposes. These neighbors did not suggest the fence be taller during the hearing processes or at any of the four subsequent appeals. The fence is already installed. The County also imposed a condition that "fence obscuring

vegetation” be installed “to provide a suitable barrier to trespass upon adjacent lands and to ensure the continued attractiveness of the area.”

- Jackson County required a right-of-way fence along the southern-most 900 feet of the site. This is a 4’ tall wire mesh fence with 3 strands of barbed wire on top.
- A 6’ tall chain-link fence is installed along the eastern I-5 right-of-way north of Crowson Road to a location north of the Oak Knoll neighborhood.
- Jackson County required ODOT to install slats in the existing 6’ tall chain-link fence adjacent to the first residence along the service road. In addition, ODOT will install site obscuring hedges.
- ODOT will install a locking gate on the service road. It has agreed to install barbed wire on the top of the gate for added security.
- FHWA is requiring an additional 6’ tall chain-link fence around the service road and staff parking lot.
- ODOT will install a chain link fence at the I-5 highway south abutment structures along Crowson Road to prevent unauthorized access from under the highway.
- ODOT agreed to install a 6’ tall chain link fence on the west side of I-5.
- Natural features. Tolman Creek and a hefty crop of blackberries separate the site from the adjacent neighborhoods.

6. Staffing. Travel Oregon intends to staff the Welcome Center at least 8 hours a day between May and September and an average of 40 hours a week during the other months of the year. This intent will be included in the IGA. In addition the following will be present on the site:

- Free Coffee Program will be operated at the Welcome Center.
- State Police will have a presence at the Welcome Center.
- Maintenance crews will be at the facility daily.
- Surveillance cameras will be installed and monitored.

7. Construction timing. ODOT has committed to constructing the Welcome Center with the Safety Rest Area facilities concurrently under one construction project. This work will follow the site civil construction project. Final plans for the site civil work are due May 27, 2015 to allow the project to meet a Sep 10, 2015 bid opening. A delay in gaining approval for the water for the facility will put the project in jeopardy of obligating federal funds, which must occur prior to Sep 30, 2015 (end of the federal fiscal year).

Atch 1



City of Ashland
OFFICE OF THE MAYOR
20 E Main Street Ashland, OR 97520

SUBMITTED BY APPLICANT

CATHY GOLDEN
MAYOR
(541) 488-6002

December 3, 1997

John A. Kitzhaber, M.D.
Governor
254 State Capitol Building
Salem, Oregon 97310

Dear Governor Kitzhaber:

Thank you for your consideration of the State of Oregon Welcome Center/Safety Rest Area funding for Southern Oregon.

As I spoke to you when you were down here, the Welcome Center is truly not a new project that requires funding, but is instead a replacement project. As you know, the Safety Rest Area on the Siskiyou was shut down after a fatal accident. The State agreed to relocate the center as a solution to the pending lawsuit by the affected families. Since that time, we have had the U.S. Forest Service operate the Welcome Center with much smaller attendance results. It is imperative for our area that the combination Welcome Center/Safety Rest Area be relocated back onto I-5 near the Oregon/California border so that we can once again properly serve as the gateway to our state.

There are many obvious economic reasons for our area to see that this operation exists, but it is important to recognize that it is also extremely significant to the small communities off the I-5 route that depend on others to sell their area. The Welcome Centers benefit the entire state by providing this information. Additionally, without the Safety Rest Area being located on I-5, there is no place for trucks and vehicles to pull off the road for emergency reasons or just to rest.

With all the issues facing you, I am sure this may seem insignificant, but I assure you it is vitally important to Ashland and our region.

Again, thank you for your consideration.

Sincerely,

Catherine M. Golden
Mayor

001992

-730-

EXHIBIT 31



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION
The Equitable Center, Suite 100
530 Center Street NE
Salem, Oregon 97301

September 29, 1997

IN REPLY REFER TO
HEO.3-OR/510.200

Ms. Amy Lesch, Project Team Leader
District 8
Oregon Department of Transportation
200 Antelope Road
White City, Oregon 97503

Dear Ms. Lesch:

not in file

Your September 17, 1997 letter requesting FHWA approval to close the Siskiyou Safety Rest Area (SRA) has been reviewed by this office. Approval for the closure is granted subject to the following conditions:

1. The new Siskiyou SRA will be constructed and open to the traveling public as soon as possible.
2. Access control lines and right-of-way boundaries will remain unchanged.
3. Actions will be taken to prevent the use of the abandoned SRA and its ramps for parking or other unauthorized activities.
4. The devices used to block the entrance to the abandoned SRA will conform to applicable clear zone and crash worthiness design standards.

Thank you for involving us in this process. If you have any questions regarding this letter please call Ivan Marrero at (503) 399-5749.

Sincerely yours,

John H. Gernhauser, P. E.
Field Operations Engineer

IM/ma

Atch 3 page 8
Discontinue -



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
THE OREGON DIVISION
The Equitable Center, Suite 100
630 Center Street NE
Salem, Oregon 97301
503-399-6749
Fax: 503-399-6836

13 March
2001

March 13, 2001

IN REPLY REFER TO

HFO.OR
510.200

"discontinue"

Tom Lzlay, Executive Deputy Director
Oregon Department of Transportation
355 Capitol Street N.E., Suite 135
Salem, Oregon 97301-3871

CONSTRUCTION SECTION			
MGR	CA	LS	
QA	PS	OM	
REC'D MAR 16 2001			
OFFICE OF MAINTENANCE			
MGR			

RE: Siskiyou Rest Area

Dear Mr. Lzlay:

This office was advised by Ms. Debbie Thomas' letter of January 23, 2001 that the Oregon Department of Transportation (ODOT) was discontinuing all work on the land use process for the permanent replacement of the Siskiyou Rest Area. We are very concerned with the consequences of this action.

The Federal Highway Administration (FHWA) approval to close the facility located on northbound I-5 at milepoint 10 was given on September 29, 1997. This approval was given with the understanding that the replacement facility would be constructed "...as soon as possible." We are concerned that there has been no rest area in this vicinity for almost 4 years and also that at the present the outlook for a replacement facility is not promising.

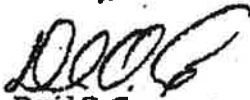
FHWA recommends a spacing of 1 hour or less driving time between rest areas on the Interstate System. With no northbound rest area in the Ashland vicinity, this recommendation, and driver expectancy, is not met. Safety may be compromised. This is especially true for commercial vehicles. A recent analysis completed for FHWA showed both existing and future deficiencies of commercial vehicle parking in the I-5 corridor from approximately Medford to Roseburg. Lack of a replacement rest area near Ashland to accommodate commercial vehicles will likely worsen this situation.

2534

-680-

ODOT's efforts to immediately resume planning for and expedite construction of the replacement rest area will be appreciated. Please advise this office of the current timetable for replacement of this much needed facility.

Sincerely,



David O. Cox
Division Administrator

CC:
ODOT (Paul Mather, Region 3)
(Karen Morrison, Maintenance)

JEG/4

2535
-681-

Atch 4



U.S. Department
of Transportation
**Federal Highway
Administration**

530 Center Street N.E.
Suite 100
Salem, Oregon 97301
(503) 399-5749

February 25, 2008
In Reply Refer To:
510.200

Mr. Paul Mather, Regional Director
Oregon Department of Transportation
Region 3
3500 N.W. Stewart Parkway
Roseburg, Oregon 97470

RE: Replacement for Siskiyou Rest Area

Dear Mr. Mather:

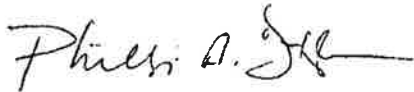
This letter is written to reinforce the Federal Highway Administration's (FHWA) continued support for replacement of the Siskiyou Rest Area. As you are aware, the FHWA approval for closure of the Siskiyou Rest Area on I-5 was given through our letter of September 29, 1997 (copy attached). The closure approval was provided with the understanding that a replacement facility would be constructed "...as soon as possible." We appreciate that analysis of alternative rest area locations has been an involved process and are aware of the considerable efforts made by the Oregon Department of Transportation (ODOT) in the development of alternatives for this site, as well as ODOT's development of a region-wide strategy for rest area operations for the southern section of I-5. We believe that ODOT's overall route analysis and strategy will serve as an essential element for rest area development in southwestern Oregon.

We understand ODOT has developed plans for a replacement rest area and visitor's center south of Exit 14 on I-5. We also understand that this facility will not be accessible to commercial motor vehicles. As described in our May 4, 2001 letter (copy attached) and as reiterated in meetings with ODOT, we concur in the development of separate facilities. We ask that ODOT continue to carefully consider design needs of these facilities, specifically in assuring that adequate parking and facility services are provided, given the shortage of truck rest area parking in the southern section of I-5. We also reiterate the importance of opening the two facilities at approximately the same time to ensure consistent expectations of all travelers are met; and ask that ODOT continue to direct a high degree of attention to the ramp and parking design details, as the operation of this dual facility is unusual.

AMERICAN
ECONOMY

The FHWA strongly supports this project and considers development of a replacement rest area as critical to the safe operation of I-5. We appreciate that ODOT has shared design plans and involved FHWA in conversations on the development of the Siskiyou Rest Area. The FHWA also appreciates the opportunity to continue to engage in discussions relating to rest area location, but recognizes that the Department, in concert with other local agencies, has the authority to make specific decisions on rest area locations.

Sincerely,



Phillip Ditzler
Division Administrator

Attachments

NF/rm

MOVING THE
AMERICAN
ECONOMY 



U.S. Department
of Transportation
**Federal Highway
Administration**

Oregon Division

September 23, 2013

530 Center Street NE, Suite 420
Salem, Oregon 97301
503-399-5749
503-399-5838 (fax)
www.fhwa.dot.gov/ordiv

In Reply Refer To:
HDA-OR

Mr. McGregor Lynde
Active Transportation Section Manager
Oregon Department of Transportation
555 13th St NE, Ste. 2
Salem, Oregon 97301-4178

Dear Mr. Lynde:

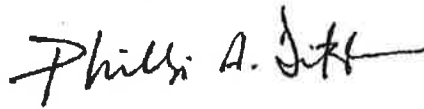
We have received a request from your Program and Funding Services Section for a time extension in order to modify the preliminary engineering authorization for the I-5 Siskiyou Rest Area (Ashland) project, which was originally authorized on September 16, 2002. While our regulations contained under 23 CFR 630.112(c)(2) require that preliminary engineering projects advance to construction by the close of the tenth fiscal year following the fiscal year in which it was authorized, it also allows for the Federal Highway Administration to consider and approve a request for a time extension with no repayment of Federal funds if the request is considered reasonable.

At the time of the initial preliminary engineering authorization, a project site had been secured in the vicinity of the previous rest area facility, which ODOT believed to have sufficient acreage and acceptable geometric conditions to construct a new facility that would economically and more safely accommodate passenger vehicles in this mountainous region. As part of the development process for the project, there were a number of plan and zoning amendments (including goal exceptions) required, which have been supported by the local planning commission and the Jackson County Board. However, there has been some public opposition and a subsequent number of appeals that have caused some unexpected delays in completing the land use process. Additionally, in order to provide municipal utilities (water and sewer) to the facility, ODOT has been limited to working with the city of Ashland, which has placed two main conditions that must be met for them to provide water and sewer services. First, ODOT must find another source of water for landscape irrigation. Second, a welcome center must be constructed concurrently with the rest area. The conditions were unexpected and caused additional delays to secure another irrigation option and to identify funding for a welcome center.

As the development of the project has progressed, the delaying issues outlined above have reached resolution. A land use hearing was completed on August 14, 2013, and a Condition 27 application was filed with Jackson County, which will be complete in approximately eight months. The Talent Irrigation District has agreed to provide irrigation services for the landscape

irrigation needs, and \$1.5M in local funds has been secured through Travel Oregon for the design and construction of the welcome center, along with \$1.5M through the Transportation Enhancement program for the construction of the rest area facilities. Additionally, \$11.3M has been identified for construction funding through the National Highway Performance and Surface Transportation programs for the site civil work. ODOT plans to bid the site civil work in September 2014, and bid the facilities work in January 2015, completing the entire project by September 2015. Since the project now has construction funding identified and is on course to complete the development process in a timely manner, your request for a time extension is found to be reasonable. Your request to modify the preliminary engineering authorization for this project is approved.

Sincerely,



Phillip A. Ditzler
Division Administrator

cc:

ODOT (Steve Leep, Program and Funding Services Manager)
(Art Anderson, Region 3, Rogue Valley Area Manager)
(Jayne Randleman, Project Leader)



EXECUTIVE ORDER NO. 06-14

TRANSPORTATION AND TOURISM TASK FORCE

Pursuant to my authority as Governor of the State of Oregon, I find that:

Oregon's abundant natural beauty, its rich cultural heritage, its historical significance as well as its engaging and hospitable people, make our state a wonderful vacation and travel destination.

Travel and tourism are a significant economic benefit to the State of Oregon, with over \$7.4 billion spent on travel and tourism-related activities last year.

Travel industry employment generates 130,000 direct and indirect jobs, with employee earnings of \$3.0 billion.

Visitors spent more than \$1.5 billion on food and beverage in Oregon in 2005 and direct travel spending generated \$90 million in local taxes and \$194 million in state taxes.

Oregon invests \$9.0 million annually through the Oregon Tourism Investment Program to keep our tourism sector strong and competitive.

In 2005, at the request of the Oregon Transportation Commission, tourism industry and government leaders began joint discussions regarding transportation and tourism-related projects that can be pursued together as part of an ongoing and dynamic public-private partnership.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:

- 1 The Transportation and Tourism Task Force (the "Task Force") is hereby established. The Task Force shall continue the important work of synchronizing tourism and transportation enhancement efforts throughout Oregon.
2. The following agencies and organizations may appoint a member to the Task Force:

Oregon Travel Information Council
 Travel Oregon/Oregon Tourism Commission
 Oregon Transportation Commission and Department of Transportation
 Oregon Aviation Board and Department of Aviation
 Oregon Economic and Community Development Department



**Office of the Governor
State of Oregon**



EXECUTIVE ORDER NO. 06-14

PAGE TWO

Oregon Parks and Recreation Department
Federal Highway Administration
Oregon Congressional Delegation Offices
Oregon Association of Visitors and Convention Bureaus and its
members
Oregon Lodging Association
Oregon Restaurant Association
American Automobile Association of Oregon/Idaho
Oregon Trucking Association

3. Additional members of the Task Force may be appointed by the Governor and additional agencies and organizations may be invited by the Governor to appoint representatives. The Chair of the Task Force shall be appointed by the Governor.
4. The mission of the Task Force is to facilitate a continued public-private partnership between government and the transportation and tourism industries that promotes and encourages the continued development of Oregon's tourism industry. In particular, the Task Force shall:
 - a. Formulate a system of communication for increased coordination of transportation and tourism development in Oregon.
 - b. Identify and remove barriers to efficient travel information dissemination. Priority opportunities include:
 - Creation of a permanent Siskiyou Rest Area and Welcome Center, which is currently operated in a temporary location, as a worthy gateway for visitors entering Oregon on I-5 from the south;
 - Creation of the Lane County Travel Plaza adjacent to I-5 as a visitor center with enhanced services and a focus on the Federal Oasis program;
 - Improved signage for Oregon Scenic Byways; and
 - Coordination of map production and technology
 - c. Develop a plan for upgrades and enhancements to visitor and traveler information and rest areas at key portals that meet the

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Office of the Governor
State of Oregon




EXECUTIVE ORDER NO. 06-14
PAGE THREE


needs of roadway users through consistent criteria and promotion, increase visitor spending, and provide general traveler information about the state of Oregon in addition to the promotion of regional amenities.

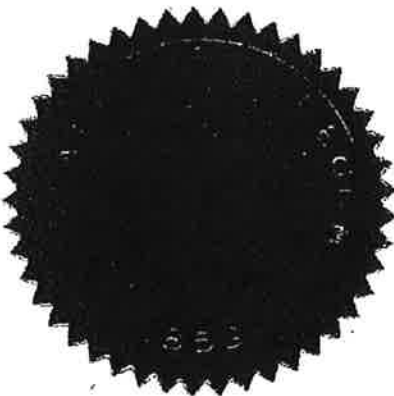
- d. Identify local, state, federal and private sector resources that can be pooled or leveraged to accomplish the objectives of the Task Force.
- 5. The Oregon Travel Information Council shall organize and coordinate Task Force meeting. State agencies identified in the Executive Order shall provide staff support to the Task Force as necessary.
- 6. Neither the Task Force nor the Governor's Office will pay per diems or reimburse expenses. Per diem and travel expenses of Task Force members may be paid by the appointing agencies.
- 7. This Executive Order expires on December 31, 2008.

Done at Salem, Oregon this 9 day of October, 2006


Theodore R. Kulongoski
Governor

ATTEST:


Bill Bradbury
Secretary of State



Atch 7

SUBMITTED BY APPLICANT

CITY OF ASHLAND

Administration

Office of the City Administrator



MEMORANDUM

DATE: June 24, 1997

TO: Honorable Mayor and City Council

FROM: Brian L. Almquist, City Administrator *[Signature]*

RE: Visitor Information Center/Rest Area Water Service

As you know, the Visitor Information Center/Safety Rest Area near Milepost 6 on the Siskiyou Summit was closed last year due to safety concerns. It has been temporarily relocated at the Ashland Ranger District offices on Washington Street, south of the Super 8 Motel.

Chamber Executive Director Sandra Slattery and I have been attending meetings with ODOT and State Tourism Officials in a planning effort to secure a site and state funding for a new permanent location on I-5, somewhere between the Highway 66 exit and the snow line. If it were located to the North of the Highway 66 exit, it is believed that a great many visitors would bypass Ashland altogether. This would be a major economic loss for our community.

Negotiations are in progress by ODOT to purchase a site on the East side of I-5, South of Crowson Road. A preliminary design has also been prepared for the facilities. Senator Hannon is confident that funding will be made available for acquisition and construction during this next year.

Currently, the City provides sewer service for the old Visitor Center/Rest Area at Milepost 6, down to the sewer main on Clover Lane at the Highway 66 exit. Under our sewer policy, they will simply reconnect the new facility to the line running by the property and abandon the remainder of the line to the South.

ODOT has requested a domestic water service to the site to provide drinking water and sanitation. There is a non-potable well on the site for irrigation only. Attached is a memo from Water Superintendent Dennis Barnts indicating that the requested 1" service would not be a problem for the water system. This is equivalent to a single family residence in terms of peak flow.

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Analysis of Alternative Sites

1) From mid-1990's to 2005

The Siskiyou Rest Area and Welcome Center was originally constructed at mile point 10 in 1966 and closed in 1996, for safety reasons. Prior to closing the rest area, safety problems including the following were identified:

- The ramp entering the rest area was only 50% of the necessary length.
- The site distance for entering the highway from the rest area was substandard.
- The runaway truck ramp was too close (within 1000 feet) of the entrance to the rest area.
- The 6% grade at the rest area location was unsafe.
- This portion of I-5 is hazardous due to curves and slope.
- The parking geometry within the rest area needed to be redesigned to effectively separate moving vehicles from pedestrians and parked vehicles.

After determining that the necessary safety-related site modifications could not readily be made at this site, ODOT decided to close the facility. This closure was supported by FHWA, with the condition that ODOT relocate the facility to a safer location as soon as possible. ODOT coordinated with the Departments of Economic Development and Tourism to find a suitable temporary location in Ashland for the Welcome Center, and initiated the process to find a new site for the rest area. The goal at this time was to find a site for the rest area and welcome center that would enable the construction of a facility that would be free of the hazards that were present at the previous site. To accomplish this, the new site would need to be at a generally level grade, on a straight section of I-5 with sufficient length to enable entrance and exits ramps of adequate length, and at a lower elevation where snow was less likely.

In 1996, a group of stakeholders including representatives from the City of Ashland, Jackson County Board of Commissioners, the Ashland Chamber of Commerce, the Shakespeare Festival, the Medford Visitors' Convention Bureau, the Oregon Tourism Commission, FHWA and ODOT, was formed to consider possible locations for the relocated rest area. This group toured various sites to select the one that would work best to avoid the safety problems at the previous site, while still meeting the needs and expectations of the traveling public. Alternatives considered included sites at Callahan's Lodge at Siskiyou Summit, an upgrading of the Valley of the Rogue State Park at mile point 45, a retrofitting of the old rest area, a no-build alternative and the proposed rest area site at mile point 12.5. Minutes taken at this group's meeting on November 25, 1996, state that, "the group consensus was that ODOT construct a new facility in a new location north of the snow zone and south of Route 66." Group considerations at this time included the following:

Callahan's Lodge – This site at the Siskiyou Summit was rejected because it had the same features of excessive slope, unsafe sight distance and the presence of seasonal snow that created safety problems at the closed rest area at mile point 10.

Valley of the Rogue State Park – Consideration was given to upgrading this existing rest area which currently serves both north and south-bound traffic. It was decided that this site was too far north for travelers who needed to rest after crossing the Siskiyou Pass and also too far north to welcome visitors arriving in Southern Oregon.

Retrofitting the closed Siskiyou Rest Area - The safety problems of this site included excessive slope, the insufficient length of the deceleration ramp for vehicles entering the rest area, the insufficient acceleration and site distances for vehicles entering the freeway from the rest area, and the proximity of the runaway truck ramp to the rest area entrance. In order to make the rest area safer, it would be essential to move the runaway truck ramp further from the rest area entrance. However, the runaway truck ramp was located at a strategic point on the interstate downgrade that for truck safety could not be relocated. Also, regardless of geometric changes to the rest area site, the grade would remain at an unsafe grade of 6%. For these reasons, it was decided that retrofitting the former rest area was not a viable solution.

No-build Alternative - Not constructing a relocated rest area facility was considered. However this option would result in a distance of approximately 60 miles between the rest area near the Klamath River in Northern California and Valley of the Rogue State Park. FHWA had requested that a rest area be constructed between these two sites, to replace the closed site at mile point 10.

Site at Mile Point 12.5 – The group also considered this as a potential rest area site in 1996. Notes from meeting attendee Cheryl Gribkov of the Oregon Tourism Commission indicate that this property appeared to possess all the attributes (gentle grade, good visibility, close to the freeway, easy routing of tourists to Ashland) of a good rest area and welcome center site. Minutes from the ODOT/Stakeholders Project Meeting of November 7, 1996 support this position and state that, "A full vote was unanimously in support of both the criteria and the subsequent search and selection of the Provost site." This property was eventually purchased from Dom Provost in 1999.

Although initial attempts at acquiring land use approval for the site at mile point 12.5 were unsuccessful, ODOT, the Tourism Commission, the Travel Information Council, and the Ashland Chamber of Commerce still supported the goal of providing a rest area and welcome center for visitors entering Southern Oregon. It was decided to seek a public-private partnership for the reestablishment of the rest area and welcome center facility and a Request for Proposals (RFP) was released to locate property that would meet the siting requirements. Criteria for the location of this facility specified that the

property be visible and easily accessible for northbound traffic on I-5, be within one mile of the interstate and have sufficient areas for buildings, parking, landscaping and open space.

An 18+ acre parcel located on the west side of I-5 at Exit 19, north of South Valley View Road, was chosen from this process. ODOT began negotiations with Jackson County and the property owner, but after further review rejected this alternative site for cost reasons and inability to negotiate acceptable terms with property owner. Necessary improvements to South Valley View Road, which included a new signal at OR 99 and related work, bridge replacement over Bear Creek, widening of South Valley View Road, new intersection at Eagle Mill Road, and right-of-way acquisition were estimated to exceed \$7 million dollars which was beyond the available budget.

With all viable alternative sites explored, ODOT again determined that the best site for a rest area and welcome center to serve travelers entering Southern Oregon was at mile point 12.5. Therefore ODOT submitted the application in File LRP2007-00008 to Jackson County seeking this approval. To mitigate concerns raised previously about this site, it was decided to eliminate commercial trucks from this facility and provide a separate rest area for trucks. This includes new rest room facilities at the Port of Entry near mile point 18.

2) Findings presented in File LRP 2007-00008 - (Both resource and non-resource lands between mile point 11 & Exit 14)

ODOT has submitted an application to Jackson County for exceptions to Goals 3, 11 and 14, to permit a rest area and connection to an existing sewer line within an Exclusive Farm Use (EFU) zoning district, to approve a Limited Use Plan Map and zone change with a Master Development Plan, and to authorize the construction of a service access road. Findings demonstrating consistency with the applicable criteria include those related to Oregon Administrative Rules (OARs) 660-12-0070(5) and 660-12-0070(7), which address the feasibility of alternative sites on both exception or non-resource lands and also on other resource land sites. For purposes of this analysis, the application identifies a study area located within approximately one-half mile on either side of I-5, from mile point 11 to just north of Exit 14.

The previous rest area was located at mile point 10, at an elevation of 2,720' where winter snow was frequently present. As I-5 extends northward toward Ashland, the elevation drops consistently to reach approximately 2,400' at mile point 11, 2,100' at the proposed rest area site at mile point 12.5 and 2,000' by Exit 14. Although winter snow occurs throughout Southern Oregon, it becomes less prevalent as the elevation lowers. For this reason, sites located south of mile point 11 were not included in the study area or considered in the analysis of alternative sites, due to the likelihood of greater accumulation of snow.



Oregon

Theodore R. Kulongoski, Governor

COPY
1/10/07

ATCH 8

Department of Transportation

Region 3

3500 NW Stewart Parkway

Roseburg, OR 97470

(541) 957-3500

FAX (541) 957-3547

June 13, 2007

FILE CODE:

Jackson County Board of Commissioners
c/o Planning Director Susan Lee
Jackson County Courthouse
Planning Department
Medford, OR 97501

ODOT Safety Rest Area and Welcome Center

Dear Jackson County Commissioners:

Craig A. Stone & Associates, Ltd., ODOT's agent to relocate the Siskiyou Rest Area, asked me to prepare this letter to set out my opinions and explain the assumptions, standards, and thresholds ODOT has used to plan for the Rest Area relocation. The Commission is aware that the Siskiyou Rest Area was closed in January 1996 due to safety concerns. Mr. Stone inquired as to the various requirements and preferences which deal with the location of the Interstate 5 Rest Area. The following statements, thoughts, and opinions are based upon my personal experience with this segment of Interstate 5. Before my recent promotion, I functioned as ODOT's District 8 Manager with responsibility over this and other segments of Interstate 5 extending from the California border throughout Jackson and Josephine Counties. I held this position for almost ten years. As such, I offer these opinions with a good deal of experience. The following are ODOT's minimum standards:

1. **Site Size and Depth.** To be operationally feasible, a Rest Area/Welcome Center needs to be at least 15 acres in size with a depth of approximately 500 feet. A minimum 15 acres are needed to accommodate access off of and back onto the freeway, vehicle parking, and buildings (including restrooms), as well as landscaped areas where people can walk pets, relax, and which provide buffering from the freeway and adjoining uses. The proposed parking area that is based on projected traffic volumes and use will accommodate approximately 60 passenger vehicles and 13 RV's. A minimum 500 foot depth is necessary to provide adequate access to and from the mainline, provide buffering from the mainline, and provide parking and space for buildings.
2. **Proximity to but Outside of the "Snow Zone."** For reasons of safety and operational feasibility, the Rest Area must be located outside of and beyond the "snow zone", which is that area where travelers frequently encounter the probability of icy winter road conditions. For northbound traffic traveling over Siskiyou Pass, the snow zone extends from the Oregon/California border to approximately Milepost 11. There, Northbound Interstate 5 enters the Rogue Valley, flattens out, and leaves the Siskiyou Mountain crossing behind. Locating the Rest Area outside the snow zone is required to avoid costly snow clearing operations within the Rest Area. In addition, locating the Rest Area in the valley will avoid

002789

problems with Welcome Center and maintenance staff unable to reach the Rest Area during highway closures or installing chains for much of the winter season.

3. **Beyond Steep Grades.** The Rest Area and Welcome Center need to be at a location that is also beyond the steep grades of the Siskiyou Mountain Pass, which ends near Milepost 11, and is the point of demarcation for the snow zone. The decommissioned Siskiyou Rest Area, although located on a relatively flat site, was situated between very steep downgrades of nearly 6 percent on Interstate 5. In that location, the Rest Area was threatened by run away trucks that would confuse the Rest Area with the run away truck escape ramp a short distance away, thus posing a serious safety risk. In fact, there were occasions where run away trucks actually entered the Siskiyou Rest Area at full speed with no brakes; one such truck breached the North embankment and flew over the edge and down the side of the mountain. Additionally, vehicles leaving the Rest Area and merging with Interstate 5 traffic were also at risk from run away trucks and high-speed traffic on this steep grade. During the thirty years the previous site was in use there were fatalities, several accidents, and many close calls. Although the new facilities can be located on gentle freeway downgrades, it should not be near any steep downgrades. Freeway downgrades of 3 percent or less are suitable to accommodate the new Rest Area/Welcome Center.
4. **Horizontal and Vertical Alignment.** To enable safe ingress and egress during all weather conditions, the Rest Area must be located on terrain that is generally level and on a tangent horizontal alignment. Recreational vehicles should be parked in level areas. This is particularly important where motorists may be fatigued after traveling across a mountain pass during winter inclement conditions. It is also important because in steep areas, regardless of weather conditions, runaway trucks can create potential hazard conditions. Flatter terrain minimizes the risk caused by runaway trucks or other vehicles.
5. **Sight Distance.** For safety reasons, the Rest Area must have adequate sight distance and signage whereby drivers know the appropriate distance beforehand that the Rest Area/Welcome Center is approaching. This affords ample time for safe lane changes, which is particularly important when cars are traveling in areas subject to difficult winter driving conditions.
6. **Merging and Diverging Traffic Movements.** The proposed site must be free from problematic merging and diverging traffic movements to allow safe ingress, egress and vehicle weaving. Ramps serving the Rest Area must be no closer than 0.5 mile from an interchange ramp in order to provide for safe ingress and egress and avoid unsafe vehicle weaving. During winter conditions, this Rest Area receives a good deal of highway travelers who have potentially experienced long waits and a difficult trip. Providing safe, clear, and easy egress and ingress from Interstate 5 is necessary.

7. **Proximity to and Visibility from Interstate 5 Northbound Lanes.** To promote safety and tourism and encourage and facilitate its use, the proposed Rest Area location should not require motorists to drive farther than one-quarter mile off the freeway mainline and must not require them to drive beyond one-half mile. When motorists need to drive farther than one-quarter mile, or when the proposed use cannot be seen from the Interstate 5 mainline, there is a substantially greater likelihood that the Rest Area/Welcome Center will not be used or will be significantly underutilized. If the Rest Area/Welcome Center goes unused, or if it is substantially underutilized, public safety is compromised (because tired drivers may choose simply to drive on) and the economic development purposes of the Welcome Center would be thwarted.

8. **Location Before or at the South Ashland Interchange (Exit 14).** The multi-billion dollar travel industry in Oregon is a vital part of the state and local economies. The industry is represented primarily by retail and service firms, including lodging establishments, restaurants, retail stores, service stations and other types of businesses that sell their products and services to travelers. It also is represented by unique tourist attractants like the Oregon Shakespeare Festival in Ashland. Representatives of the Oregon Tourism Commission and our staff have worked closely together to find a site that will operate as both a Safety Rest Area and Welcome Center. Tourism is a major part of Oregon's economy and combining the Rest Area and Welcome Center is a natural combination of uses that will permit visitors stopping for a break at the Rest Area to come into contact with the Welcome Center, which will promote Oregon tourism. The Oregon Tourist Commission feels strongly that because Ashland is an important tourist destination, the facilities need to be located south of Exit 14, Ashland's principal I-5 interchange.

9. **Public Sewer and Water:** While not mandatory, the Rest Area/Welcome Center should have public water and sewer disposal. Although similar facilities can and are served by wells and septic systems or holding tanks, public systems are far more desirable. Public water systems have predictable quality and quantity and require virtually no on-site maintenance. Septic systems are problematic due to the heavy loads of concentrated raw sewage. Septic drainfields must be large and can produce problems when located near other development. ODOT has experienced problems in the past with Rest Area septic systems; some have required connection to public sewers to overcome a public health hazard. The Oak Grove rest area north of Cottage Grove had a septic system fail. The old septic system was replaced with a Orenco AdvanTex Treatment System, which is also an on-site system. The decommissioned Siskiyou Rest Area was served by a public sewer system owned by the City of Ashland. The connection to their facility was constructed by ODOT in 1975 to serve that site. This same sewer line runs through the property ODOT has acquired for the proposed Rest Area/Welcome Center. Based on current estimates it will cost approximately \$12 per foot for the 300 foot sewer line connection between the building and the existing sewer line, a cost of about \$3,600. The City has been contacted and supports the request to continue to furnish water and sewer service to the proposed site.

Safety Rest Area and Welcome Center

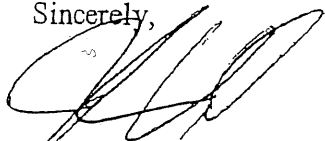
June 13, 2007

Page 4

In fiscal year 2003-2005 the Orenco AdvanTex Treatment System was installed at a cost (for both sides of the freeway) of \$403,866, so for only one side of the freeway it would cost at least \$202,000 for installation. Additionally, ODOT pays Orenco approximately \$700 per year to monitor this system.

Finally, you should also know that when ODOT closed the Siskiyou Rest Area, it was required by the FHWA to replace the Rest Area "in kind." I understand the phrase "in kind" to mean in the same general location.

Sincerely,



John Vial

Interim Region 3 Manager

Oregon Department of Transportation

Atch 9

CITY OF
ASHLAND

SUBMITTED BY APPLICANT

?

May 7, 2007

Shirley Roberts
P.O. Box 3275
Central Point, Oregon 97502

RE: Siskiyou Rest Area

Dear Shirley,

Thank you for providing us with the opportunity to address a few issues related to potential sites within Ashland's UGB under possible consideration for locating a new rest area. I have reviewed the City's Buildable Lands Inventory in proximity to Interstate 5 in order to better evaluate the feasibility for constructing a rest area. Ashland's inventory of vacant and partially vacant lands within a half mile of the south interchange identifies one larger parcel situated immediately northeast of the south interchange. The parcel is approximately 27-acres in size and is located outside the city limits but within the urban growth boundary (see attached map). The property has a Comprehensive Plan Designation of Single Family Residential with a potential of ultimately accommodating between 140 to 180 housing units.

Ashland's inventory of vacant and partially vacant residential lands within the UGB identifies an extremely close match between residential land needs over the 20-year planning period and available supply. Consequently, the City of Ashland would have considerable concern should this parcel be identified as a potential rest area site. Additionally, the Ashland City Council in December 2003 recommended that no potential growth areas be included for Ashland as part of the Bear Creek Valley Regional Problem Solving Process. This decision, in part, was based upon the community's desire to maintain an efficient urban form, emphasizing the need to meet planned densities within areas already included in the UGB. The decision to not include future growth areas further underscores the necessity to maintain this 27-acre parcel for future residential use, unless suitable alternative sites are identified that can be included in the UGB.

In March 2007, the Department of State Lands approved Ashland's Local Wetland Inventory (LWI). The inventory identifies Knoll Creek, as well as a few wetlands and possible wetlands at the southeasterly portion of the property. Future residential development on the site would permit the small creek and associated wetlands to be protected and incorporated through creative and sensitive site planning. These areas would serve as a natural amenity to the approximately 150 or more housing units currently anticipated for the area.

Community Development
51 Winburn Way
Ashland, Oregon 97520
www.ashland.or.us

Tel: 541-488-505
Fax: 541-552-2050
TTY: 800-735-2900



001859

-597-

EXHIBIT 11

Atch 9

SUBMITTED BY APPLICANT

In summary, this large partially vacant property is an essential part of Ashland's future residential land reserve. The property's proximity to the freeway interchange, Tolman Creek Road commercial area, Ashland Family YMCA Recreational Facility and Bellview Elementary School, creates opportunities for planning future residential development that has convenient access to the freeway, local shopping and recreation areas, as well as an existing school. Additionally, the Interchange Area Management Plan (IAMP) and Bridge Bundle projects currently in the planning stages, provides an opportunity to address important transportation issues that better integrates anticipated development of this area with the existing portion of the City lying immediately west of Interstate 5.

Again, thanks for allowing us the opportunity to share insights and concerns about the area. Please keep us abreast of any future interest or discussion concerning the use of areas within Ashland's UGB for the provision of a rest area.

Sincerely,



Bill Molnar, Planning Manger
Community Development Department
541.552.2042
bill@ashland.or.us

?

Attachments:

- Vacant or Partially Vacant Parcels - Map
- Percent Slope - Map
- Local Wetland Inventory - Map



-598-

ll
Atch 10

CITY OF ASHLAND



CITY HALL

ASHLAND, OREGON 97520

SUBMITTED BY APPLICANT

July 9, 1997

Ms. Amy Lesch
Siskiyou Safety Rest Area Project Manager
Oregon Department of Transportation
200 Antelope Road
White City, OR 97503

Re: Water/Sewer Service

Dear Ms. Lesch:

The Ashland City Council at its regular meeting on July 1, 1997, approved your request dated February 27, 1997 to connect to the water and sewer systems of the City of Ashland.

The sewer can be connected to the existing line which served the old rest area near Milepost 6. There will be no additional fees for this reconnection since all of the work will be performed by ODOT, and the Department had previously paid connect fees.

The water will be connected to the city system at Crowson Road at the I-5 crossing. The City will make the connection to the water main and will provide the service, one inch meter and two inch stub-out to the southerly right-of-way of Crowson Road. We are suggesting that you install a two inch line to the site to overcome friction losses, and give you the flows specified in your June 7, 1997 letter listing peak hour demands.

The fees for water service hook-up and Systems Development Charges will be the standard fees for such hook-ups outside the city limits. Specific questions regarding this installation and exact fees should be directed to Dennis Barnts, Water Superintendent at 488-5353.

Sincerely,

Brian L. Almquist
City Administrator

- cc Paula Brown, Director of Public Works
- Dennis Barnts, Water Superintendent
- Jill Turner, Director of Finance
- Greg Scoles, Assistant City Administrator

001981

CITY OF ASHLAND



CITY HALL
ASHLAND, OREGON 97520

Atch 11

SUBMITTED BY APPLICANT

October 24, 2000

Ms. Debbie Timms, Project Leader
Oregon Department of Transportation
200 Antelope Road
White City, OR. 97503

Re: CITY OF ASHLAND'S APPROVAL FOR WATER SERVICE FOR SISKIYOU VISITOR INFORMATION CENTER / REST AREA

Dear Ms. Timms,

It is the City's understanding that the Oregon Department of Transportation is pursuing a land use application with Jackson County for the proposed Siskiyou Visitor Information Center / Rest Area. ODOT has been questioned about the City position in allowing a water connection outside the City's Urban Growth Boundary. The proposed rest area is outside the City's UGB. It is the City's understanding that the extension of water outside the City's UGB requires only City approval, and does not require an exception to the Statewide Planning Goal.

On July 9, 1997, the City submitted a letter to ODOT stating that the Ashland City Council at its July 1, 1997 meeting, approved ODOT's request to allow the Siskiyou Rest Area to connect to the water and sewer systems of the City of Ashland. That letter remains valid as the City's position. Attached is a copy of the minutes from the July 1, 1997 Council Meeting Minutes pertaining to the rest area.

ODOT is required to pay fees and System Development Charges for the water connection outside of the city limits. Since ODOT had a prior sewer connection and is connecting to the existing ODOT sewer line connection fees for the sewer are not necessary.

If you have other questions regarding the City's position to supply services to the proposed Siskiyou Area Visitor Information Center / Rest Area, please contact me.

Sincerely,

Paula C. Brown, PE
Public Works Director / City Engineer

001979

Copy: Greg Scoles, City Administrator
John McLaughlin, Director of Community Development

Monika	John V.	Larry	FILE
Debbie	Mike S.	Mike A.	Bob B.
Frank	Alex	Mark	Brian
ODOT - WHITE CITY			
Shirley	OCT 30 2000		Jason
John M.			Shawn
Charlie	RECEIVED		Dan
Mandy	John P.	Ned	Doug
		Joan	David

EXHIBIT 29-717-

Memo

CITY OF
ASHLAND

Date: April 3, 2008
 From: James H. Olson *JH*
 To: Martha Bennett, John Morrison, Richard Appicello
 Re: CITY SERVICES TO THE PROPOSED SISKIYOU REST AREA AND
 WELCOME CENTER

Questions have been raised regarding the adequacy at City facilities needed to provide water and sewer service to the proposed Siskiyou Rest Area southeast of Crowson Road.

The water service would come from the 12 inch water main in Crowson Road. This is a relatively new water loop which connects Siskiyou Blvd. to Highway 66 via Crowson Road. The service would be located near I-5 and approximately 800' north of and 80' lower than the Crowson Road pressure reducing valve so the pressure at the service point would be approximately 75 psi. The service line to the rest area would be approximately 2,500 feet long. To overcome pressure loss through the meter and from pipes friction losses, a 2 inch service meter would be required with a 2 1/2 or 3 inch service line. The normal flow rates for a 2 inch meter are approximately 8 to 160 gallons per minute depending upon pressure and line flow. At 8 gallons per minute 11,520 gallons could be delivered per day.

ODOT's expected usage is based upon what other rest areas in the area experience. For instance, the usage at the Suncrest Rest Area (near Phoenix) is approximately 2,400 gallons per day. It is expected that the Siskiyou Rest Area will be similar.

As a comparison a normal single family residence is expected to consume 375 gallons per day. The rest area would use approximately the same as 6.4 single family residences. In 20 years, if traffic volumes increase by 32 percent, the usage would be similar to what 8.4 single family residences would use.

During 2007 the City approved six subdivisions and seven condominiums adding approximately 90 new water services. Some of the larger subdivisions from previous years, such as Billings Ranch subdivision and Meadowbrook Park added much more at 72 and 96 services respectively. This is simply a function of the City's anticipated growth and is accounted for in all Public Works projects from the 1995 Water Treatment Plant upgrade, to the 2004 Waste Water Treatment Plant upgrade to individual water line upgrades. Increased capacity requirements are paid for in part from System Development Fees.

000922

Engineering
 20 E. Main Street
 Ashland, Oregon 97520
www.ashland.or.us

Tel: 541/488-5347
 Fax: 541-488-6006
 TTY: 800/735-2900

Board of County Commissioners

File No. LRP2007-00008 Exhibit # 117

Offered by: ODOT

Date: 4-22-2009 Received by: *Ag*

-357-

CITY OF ASHLAND

The City plans for and accommodates growth in all its Public Works projects.

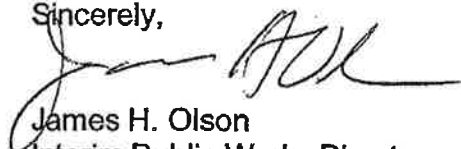
The sewer service to the proposed rest stop / visitor center is intended to use the existing service lateral that served the former rest stop. It is anticipated that the flow will be slightly higher as adjusted for traffic increases, however numerous downstream sewer upgrades have been put in place since 1974. As previously mentioned the Wastewater Treatment Plant has been totally reconstructed with added capacity to accommodate future growth. Much of the Bear Creek Trunk Service which is the receiving sewer for the visitor's center has been reconstructed with more than doubled capacity. The rebuilt areas include all areas identified by the Master Plan as having deficiencies. In these areas an additional 24 inch sewer line was installed parallel to the existing 18 inch sewer. The old sewer has been kept in operation so that both the old and new lines can carry flow thereby increasing capacity by 220 percent. The City has also developed a very aggressive cleaning and inspection program that insures that capacities within individual pipelines are not decreased by material build-ups and other deposits.

As with the water service, the City has adequate collection and treatment facilities in the sewer service for the visitor center now and for the foreseeable future. Based upon my analysis as outlines above, the City of Ashland has adequate capacity to provide both water and sewer service to the proposed Siskiyou Rest Area and Welcome Center.

In 1974 the Council approved a contract with ODOT for sewer service to the previous Siskiyou Rest Area. This contract should be amended prior to providing service to the new facility, and a contract for water service outside the City's Urban Growth Boundary should be created.

These contracts should be conditions of approval.

Sincerely,



James H. Olson
Interim Public Works Director



Proposed ODOT/Ashland IGA Conditions		
	Item	Response
1	Construction of project will begin at earliest opportunity.	Agreed. Project will begin fall 2015.
2	ODOT will comply with Ashland's water and sewer services ordinances and resolutions, including Agency system-wide orders or requests to condition and/or curtail customer water usage.	Agreed.
3	State shall be responsible for 100 percent of water and sewer service costs associated with the SWCRA. State shall require the Agency to send invoices directly to State.	Agreed.
4	State agrees to use Agency supplied water for potable purposes only and agrees State will not use Agency's supplied water for irrigation purposes.	Agreed.
5	Potable water volume use from the City of Ashland water system will not exceed an average of 200 cubic feet per day unless otherwise agreed.	Agreed.
6	State will observe and comply with findings, conclusions, and resulting decision of Jackson County Ordinance 2014-1 as supported by the Jackson County Planning Commission's recommendation as adopted as it relates to three year minimum irrigation water supply and replacement of landscape vegetation.	Agreed.
7	Where practical and in concert with Jackson County land use conditions of approval, State will design the site to maximize water conservation such as enlarging water storage capacity, installing water conservation fixtures, planting drought resistant landscape vegetation and the use or recycling of gray water.	Agreed.

8	State will maintain and cause its tenant to maintain any other records pertinent to this Agreement in such a manner as to clearly document State's performance hereunder. The State acknowledges and agrees that Agency and its duly authorized representatives shall have access to such records and to all other books, documents, electronic files, papers, plans and writings of the State and/or its tenant that are pertinent to this Agreement for the purpose of performing examinations and audits, and making excerpts and transcripts.	Agreed.
9	State will provide in any lease agreement of the Welcome Center the tenant's consent for attornment (including the City of Ashland as a signing third-party with authority to enforce the terms of the lease), and that the tenant will be subject to all of the obligations of the State as it relates to water usage, conditions and restrictions in this Agreement.	Agreed to the terms, aside from attornment. The lease agreement between ODOT and Travel Oregon will be amended.
10	The tenant will give the Ashland Chamber of Commerce and the Visitor Convention Bureau a prominent area that highlights tourism activities in Ashland.	Agreed regarding facility location. A key requirement in siting was to locate the Welcome Center south of Exit 14 so it could showcase Oregon features including Ashland and Crater Lake.
11	The tenant will staff the Welcome Center on average a minimum of 8 hours a day.	Agreed. Travel Oregon intends to staff the proposed Welcome Center daily for at least 8 hours per day a minimum of May through September and an average of 40 hours a week during the other months of the year. This anticipated schedule will be adjusted for seasonal fluctuations and visitor travel.
12	The tenant will accommodate volunteers to provide operational services.	Agreed.
13	The tenant will perform background checks on Welcome Center employees.	Travel Oregon has agreed to screen Welcome Center Staff in a manner consistent with state and federal law and its normal business practices.

14	State will designate a "Smoking Area" in a designated outside area that is safe from fire hazards and provide an adequate number of cigarette butt containers. State will enforce a "No Smoking" policy in areas where smoking is prohibited.	Agreed.
15	Tenant will provide a first aid station and a defibrillator.	Agreed.
16	Tenant will provide Wi-Fi services and charging stations for electronic devices.	Agreed.
17	State shall ensure that the Siskiyou Welcome Center facility include space for an Oregon State Police work center.	Agreed.
18	State will provide Ashland Police Department and the Ashland Fire and Rescue Department unfettered emergency vehicle (which includes police patrol vehicles) access to the Site by means of the approved access road to the Site in addition to the freeway access for such purposes as to provide a physical presence to secure against criminal and other unlawful and nuisance activities, and for such purposes as to perform public safety, crime and fire fighting and prevention duties.	Agreed.
19	State will install closed circuit television cameras.	Agreed.
20	State will seek permission from Jackson County to allow eight (8) foot fencing as a measure for complying with Conditions of Approval Item 5, LPR2007-00008, p. 42. The fencing will include gating that is continuously locked to allow access only for authorized personnel and vendors operating the Welcome Center and emergency and law enforcement personnel.	Jackson County required a 6' tall black coated chain-link fence to be installed around the perimeter of the property. This fence was requested by the neighbors for security purposes. These neighbors did not suggest the fence be taller during the hearing processes or at any of the four subsequent appeals. The fence is installed. ODOT will install a locking gate on the service road accessing the site, with barbed wire on the top of the gate for added security. ODOT agrees to install a 6' tall chain link fence on the west side of I-5.

21	State will utilize best practices to install adequate security lighting while minimizing light pollution from the site.	Agreed.
22	Where reasonably practical, State will fully design and install fire safety measures comprising the Welcome Center site and water system, which shall include, but not be limited to, building with fire resistant or non-combustible materials and roofing, facility sprinkler system, a minimum 2 ½" water outlet, firewise landscaping, defensible space guidelines and weed abatement protocols, fire secure smoking areas and signage.	Agreed. ODOT will also install a fire hydrant.
23	Where reasonably practical, State will comply with Ashland Municipal Code Chapter 9.28 requirements for any application of pesticides, herbicides, and growth retardants on the SWCRA site.	Agreed. ORS 634.655 requires state to utilize an Integrated Vegetation Statewide Management Plan that is very similar to the Ashland Municipal Code.
24	State will install at least one charging station for electric vehicles.	Charging stations not allowed at Saftey Rest Areas/Welcome Centers.
25	State will comply with all terms, findings, and conditions or approval under the land use actions of Jackson County Ordinance that include 2009-7 together with 2011-9 and all adopted findings, conclusions, recommendations and conditions under LPR2007-00008, and 2014-1 with adopted finding, conclusions, recommendations and conditions under LPR2013-0005.	Agreed.

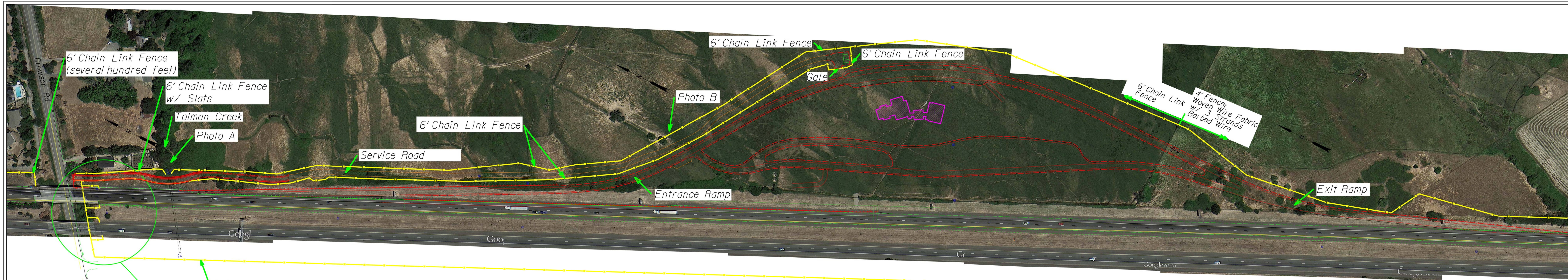


Photo A:
Looking East toward
Blackberries & Tolman Creek



Photo B:
Looking South
Perimeter Irrigation Ditch & Fence

<p>SISKIYOU SAFETY REST AREA & WELCOME CENTER</p> <p>FENCE LAYOUT</p>	 <p>Oregon Department of Transportation</p>
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Proposed changes to the Lease Agreement No. 28940

Paragraph E will be amended to read:

E. As part of Landlord's development of the Property as a Rest Area to serve north-bound travelers on Interstate 5 (the "Rest Area"), Tenant desires that Landlord construct, on the Property, a single-story building of approximately 3,800 square feet (including space for an Oregon State Police presence and space for serving coffee, conduits to provide providing WIFI service, storage for a defibrillator and first aid kit, and public access to a charging station or dedicated outlets for charging handheld devices, as set forth in the Conceptual Design Report) to serve as a State of Oregon Welcome Center (the "Building"). The Building, an adjacent covered walkway structure and an inaccessible tower structure also to be constructed as part of development of the Rest Area, permitted future alterations, additions, replacements, or modifications to the foregoing improvements, and the portion of the Property on which the foregoing improvements are constructed, are collectively referred to herein as the "Premises". The location of the Property and the Premises are identified in Exhibit A and Exhibit B, attached hereto. Tenant further desires that Landlord lease the Premises to Tenant after construction of the improvements has been completed. Landlord is willing to develop and lease the Premises to Tenant on the terms and conditions set forth herein (the "Lease Agreement").

Paragraph F will be amended to read:

F. Landlord and Tenant anticipate that construction of the Building, the adjacent covered walkway structure, and the tower structure will cost approximately \$3 million (the "Anticipated Project Cost"). Landlord intends to utilize federal Surface Transportation Program funds designated for Transportation Enhancement activities to cover approximately \$1.5 million of the Anticipated Project Cost (the "Federal Funds") and state funds not subject to the restrictions of Article XI, Section 3(a) of the Oregon Constitution to cover the remaining approximately \$1.5 million of the Anticipated Project Cost (the "State Funds"). Use of the Federal Funds to construct the Building, the adjacent covered walkway structure and the tower structure is conditioned on the inclusion in the Building of prominent features promoting scenic byways in Oregon ("Byways") sufficient to meet the federal requirements set forth in Title 23 USC, Chapter 1, Section 162, entitled the "National Scenic Byways Program", and applicable Federal Highway Administration ("FHWA") policies. The federal requirements include, but are not limited to, providing tourist information to the public, including interpretative information about the Byways. All Byways information must be associated with scenic byways in Oregon and may not contain product advertising. The Parties have set the monthly Base Rent at an amount sufficient to reimburse Landlord, over the ~~630~~-year Term of the lease, for the State Funds expended by Landlord to construct the Building, the adjacent covered walkway structure, and the tower structure.

4.2 Initial Term. The initial term of the lease will commence on the Commencement Date and, subject to adjustment as provided in this Section 4.2, continue for ~~72360~~ months (the "Initial Term"). If the actual cost of completing the Work exceeds the Anticipated Project Cost (such

excess amount, if any, the “Cost Overrun”), then the Initial Term shall be automatically extended by the number of months necessary to provide aggregate Base Rent payments, during the extension of the Initial Term, equal to the Cost Overrun. If the actual cost of completing the Work is less than the Anticipated Project Cost (such difference, if any, the “Cost Savings”), then the Initial Term shall be automatically reduced (at the end of the Initial Term) by the number of months necessary to reduce the aggregate Base Rent payments, during the Initial Term, by an amount equal to the Cost Savings. If the Initial Term is extended or reduced as a result of a Cost Overrun or Cost Savings, Landlord and Tenant shall execute an amendment to this Lease Agreement to memorialize the change in the length of the Initial Term.

5.1 Calculation of Base Rent. Beginning on the Commencement Date and on the same day of every month thereafter during the Term, Tenant will pay to Landlord, as Base Rent, the sum of ~~\$\$\$2,083.33~~ ~~4,166.66~~. The Base Rent due each month equals the anticipated State Funds used to construct the Premises (\$1.5 million) divided by ~~720~~~~360~~, the anticipated number of full months in the Initial Term.

Use of Premises.

6.1 Permitted Uses. Tenant will use and occupy the Premises continuously during the Term for the operation of a first-class State of Oregon Welcome Center under the name of “Travel Oregon”, offering statewide visitor information and visitor services (the “Welcome Center”). As part of its Welcome Center operations, Tenant may offer any visitor related information or services permitted or allowed under FHWA and other applicable state and federal policies and laws, and shall include on-site interpretive facilities that incorporate environmental and cultural educational opportunities, whenever possible. Tenant may not use the Premises for any other purpose or operate the Premises under any other name without the written consent of Landlord. Tenant will maintain and operate the Welcome Center during the entire Term with due diligence and in a first-class manner. ~~Tenant will conduct Welcome Center operations in the Building on days and during hours as Tenant determines appropriate based on seasonal fluctuations in visitor travel. It is the intent of Tenant to staff Welcome Center at least eight hours a day between May and September and an average of 40 hours a week during the other months of the year, subject to the appropriations of the legislature, Oregon Tourism Commission budget authorization and seasonal fluctuations in visitor travel.~~ At the beginning of the Term and seasonally thereafter, Tenant shall notify Landlord of the Welcome Center operating hours. The Welcome Center may be closed any time the Rest Area is closed or as deemed necessary by Tenant from time to time. Landlord may close the Rest Area at its discretion and shall notify Tenant of any closure.

6.8 Smoking Prohibition. No smoking is allowed inside the Building at any time. A “Smoking Area” will be designated at the Safety Rest Area in a location away from fire hazards and cigarette butt containers will be provided. The designated “Smoking Area” will not be immediately adjacent to or in the immediate proximity of the building and adjacent covered walkway that Tenant is leasing from Landlord.

(Page 8, Paragraph 7) will be amended to read as:

7. Services. Landlord will not be required to provide any services to the Premises except as expressly provided herein. As part of the Work, Landlord will install electricity, water, sewer, and telecommunication utility lines (all but water service will be metered separately from other uses on the Property) to service the Premises and Tenant's property and operations. Tenant will arrange for its own accounts with utility service providers and for its own janitorial service and any other services as are necessary or appropriate for use of the Premises by Tenant and any Subtenants. Tenant will be responsible for timely payment in full of all charges for utility and other services provided to the Premises. Landlord will not be liable or responsible for any interruption of any utility or other kind of service provided by third parties except to the extent that the interruption is the result of insured damage to the Premises or is caused by Landlord, or the employees, volunteers, agents, concessionaires or licensees of Landlord, and Landlord fails to avoid or cure the interruption as soon as reasonably possible after becoming aware of the interruption.

INTERAGENCY GROUND LEASE

Agreement No. 28940

(Build-to-Suit)

BETWEEN: State of Oregon acting by and through its
Department of Transportation ("Landlord")

AND: State of Oregon acting by and through its
Oregon Tourism Commission (d/b/a Travel Oregon) ("Tenant")
(Landlord and Tenant each, a "Party", and together, the "Parties")

RECITALS

A. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, a state agency may enter into an agreement with another state agency to cooperate in performing duties imposed upon, exercising powers conferred on, or administering policies or programs delegated to the state agencies..

B. By the authority granted in Oregon Revised Statutes (ORS) 366.395, Landlord may sell, lease, exchange or otherwise dispose or permit use of real or personal property.

C. By the authority granted in Oregon Revised Statutes (ORS) 284.118(3), 284.122(2), 284.122(3), and 284.146, Tenant may provide for the construction and leasing of tourist information centers, referred to herein individually as a "Welcome Center".

D. Landlord is the owner of that certain real property consisting of approximately 19 acres commonly known as the Siskiyou Safety Rest Area property and located on Interstate 5 south of Ashland, Oregon (the "Property").

E. As part of Landlord's development of the Property as a Rest Area to serve north-bound travelers on Interstate 5 (the "Rest Area"), Tenant desires that Landlord construct, on the Property, a single-story building of approximately 3,800 square feet (including space for an Oregon State Police presence and space for serving coffee, as set forth in the Conceptual Design Report) to serve as a State of Oregon Welcome Center (the "Building"). The Building, an adjacent covered walkway structure and an inaccessible tower structure also to be constructed as part of development of the Rest Area, permitted future alterations, additions, replacements, or modifications to the foregoing improvements, and the portion of the Property on which the foregoing improvements are constructed, are collectively referred to herein as the "Premises". The location of the Property and the Premises are identified in Exhibit A and Exhibit B, attached hereto. Tenant further desires that Landlord lease the Premises to Tenant after construction of the improvements has been completed. Landlord is willing to develop and lease the Premises to Tenant on the terms and conditions set forth herein (the "Lease Agreement").

F. Landlord and Tenant anticipate that construction of the Building, the adjacent covered walkway structure, and the tower structure will cost approximately \$3 million (the "Anticipated Project Cost"). Landlord intends to utilize federal Surface Transportation Program funds designated for Transportation Enhancement activities to cover approximately \$1.5 million of the Anticipated Project Cost (the "Federal Funds") and state funds not subject to the restrictions of Article XI, Section 3(a) of the Oregon Constitution to cover the remaining approximately \$1.5 million of the Anticipated Project Cost (the "State Funds"). Use of the Federal Funds to construct the Building, the adjacent covered walkway structure and the tower structure is conditioned on the inclusion in the Building of prominent features promoting scenic byways in Oregon ("Byways") sufficient to meet the federal requirements set forth in Title 23 USC, Chapter 1, Section 162, entitled the "National Scenic Byways Program", and applicable Federal Highway Administration ("FHWA") policies. The federal requirements include, but are not limited to, providing tourist information to the public, including interpretative information about the Byways. All Byways information must be associated with scenic byways in Oregon and may not contain product advertising. The Parties have set the monthly Base Rent at an amount sufficient to reimburse Landlord, over the 30-year Term of the lease, for the State Funds expended by Landlord to construct the Building, the adjacent covered walkway structure, and the tower structure.

TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used in this Lease Agreement will have the meanings where first used in this Lease Agreement including the exhibits or, if not defined where first used, in the following list of definitions:

1.1 **Additional Rent.** Defined in Section 5.2.

1.2 **Architect.** Gazley Plowman Architects.

1.3 **Certificate of Occupancy.** The final approval of the governing authorities for occupancy of the Premises for its intended purpose.

1.4 **Commencement Date.** Defined in Section 4.1.

1.5 **Conceptual Design Report.** The I-5 Siskiyou Rest Area (Ashland) Conceptual Design Report prepared for Landlord and dated August 27, 2007, which is incorporated herein by this reference.

1.6 **Construction Documents.** The fully completed plans and specifications for the Work sufficient for procuring the Contractor, obtaining building permits and developing the Premises in preparation for occupancy by the Tenant.

1.7 **Construction Period.** The period during which the Work is performed and which the Parties estimate will begin during the winter of 2015 and will end during the summer of 2016.

1.8 **Construction Schedule.** The schedule of Work in Landlord's Construction Contract that includes: (1) an estimated date of commencement of construction of the Premises, (2) the Scheduled Substantial Completion Date, and (3) the estimated date of issuance of a Certificate of Occupancy for the Premises.

1.9 **Contractor.** The business, selected through Landlord's procurement process, to complete the Work.

1.10 Design Package. The architectural and landscaping design plans and estimate for construction of the Premises.

1.11 Effective Date. The date this Lease Agreement is last signed by a Party.

1.12 Landlord's Construction Contract. The agreement between Landlord and Contractor for performance of the Work to construct the Building, the adjacent covered walkway structure, and the tower structure and otherwise prepare the Premises for occupancy by Tenant, together with the Design Package, the Construction Documents, and all proposals, bids, plans, specifications, and change orders relating thereto.

1.13 Legal Requirements. All applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Property or the Premises, or any component thereof or any activity thereon conducted, including but not limited to the Federal Highway Administration regulations governing rest areas set forth in 23 CFR Section 752.5.

1.14 Rent. Base Rent and all Additional Rent.

1.15 Scheduled Substantial Completion Date. The date established in accordance with the Landlord's Construction Contract by which the Contractor will achieve Substantial Completion of the Premises.

1.16 Substantial Completion. The stage in the progress of the Work when the construction is sufficiently complete and in accordance with the Construction Documents and all Legal Requirements, including the Americans with Disabilities Act, so that the Premises can be occupied and used for their intended purpose.

1.17 Subtenant. Any sublessee permitted under Section 13.1.

1.18 Tenant Changes. Any change to the design of the Premises requested by Tenant after completion of the final Design Package.

1.19 Tenant Improvements. All elements of the Building other than core and shell.

1.20 Term. The Initial Term and any Extension Term, as defined in Section 4.

1.21 Work. The work required to develop and construct the Premises, as defined or further described in Landlord's Construction Contract.

2. Premises Development.

2.1 Development. Landlord agrees that it will, at its sole cost and expense, commence and pursue to completion the design, development, and construction of the Premises as described in this Lease Agreement and Landlord's Construction Contract. In the event of any conflict between this Lease Agreement and the Construction Documents, the Construction Documents will govern. In the event of any conflict between this Lease Agreement and the Landlord's Construction Contract (other than the Construction Documents), this Lease Agreement will be controlling as between the Landlord and the Tenant.

2.2 Design Period. Within 15 days after the Effective Date, Tenant and Landlord shall provide final comments to the Architect on the conceptual design for the Premises contained in the Conceptual Design Report. Landlord will then cause the Architect to complete and deliver to the Parties for review and comment the preliminary Design Package for the Premises. Within 15 days after receipt of the preliminary Design Package, Tenant and Landlord shall provide final comments to the Architect on the preliminary Design Package. Landlord will then cause the Architect to complete and deliver to the parties for final approval the Advance Plans (Design Package at 95 percent completion). Within 15 days after receipt of the Advance

Plans, Tenant and Landlord will either approve the Advance Plans or provide additional comments. If Tenant and Landlord approve the Advance Plans, Landlord will then cause the Architect to complete and deliver to the parties the final Design Package. If either Tenant or Landlord provides additional comments on the Advance Plans, Landlord, Tenant and Architect will resolve any issues raised by the comments and Landlord will then cause the Architect to complete and deliver to the parties the final Design Package. The Design Package shall be based upon and generally consistent with the Welcome Center described in the Conceptual Design Report.

2.3 Construction Documents. After completion of the final Design Package, Landlord will cause the Architect to complete the Construction Documents consistent with the final Design Package. Promptly after completion of the Construction Documents, Landlord shall prepare and conduct a procurement process, in compliance with the Oregon Public Contracting Code, to select a Contractor and award Landlord's Construction Contract to perform the Work.

2.4 Tenant Changes. Landlord will not be obligated to include in the Premises any elements other than the elements set forth in the final Design Package. If Tenant desires a change in the Premises from that reflected in the final Design Package, Tenant must submit the Tenant Change in writing to Landlord for approval. Landlord must not unreasonably withhold condition or delay its approval of any Tenant Change request. If Landlord fails to approve or reject the requested Tenant Change within 15 days of receipt, the Tenant Change will be deemed approved. If the Tenant Change is approved, Landlord will cause the Contractor to provide to Tenant for Tenant's approval the estimated cost of implementing the Tenant Change. Within 15 days after delivery of the estimated cost of implementing the Tenant Change, Tenant shall notify Landlord whether Tenant wishes to proceed with the Tenant Change and, if it does, shall either tender full payment of the cost of the Tenant Change to Landlord or agree to pay the cost of the Tenant Change as Additional Rent in the form of equal monthly installment payments over the Initial Term, and Landlord will then request Contractor to implement the change. The cost of implementing a Tenant Change that tenant pays for in accordance with this Section 2.4 shall not be included in the cost of completing the Work for purposes of determining any Cost Overrun or Cost Savings. If Tenant fails to notify Landlord of its decision within 10 business days after delivery of the cost estimate, Tenant shall be presumed to have rejected the cost estimate and the Tenant Change will not be implemented.

2.5 Other Change Orders. Other than change orders arising from an approved Tenant Change (which are addressed in Section 2.4), Landlord shall notify Tenant in writing of all change orders and all such change orders that exceed \$10,000, individually, must be approved in writing by Tenant prior to implementation. Tenant must not unreasonably withhold condition or delay its approval of a change order. The cost of any change order in excess of \$10,000 that is implemented without Tenant's prior written approval shall not be included in the cost of completing the Work for purposes of determining any Cost Overrun or Cost Savings. Nor shall Tenant be required to accept the Premises subject to any change that costs in excess of \$10,000 that Tenant has not approved in writing.

2.6 Substantial Completion. After award of Landlord's Construction Contract, Landlord will use its best efforts to cause the Contractor to: (a) obtain the necessary permits for the Work, (b) commence construction of the Work, and (c) achieve Substantial Completion of the Premises as provided in the Construction Documents. Landlord will not extend the Scheduled

Substantial Completion Date by agreement with the Contractor without prior coordination with Tenant.

2.7 Punch List. Within 30 days after issuance of a Certificate of Occupancy for the Premises, Tenant will prepare a punch list of items to be completed or corrected by Contractor. Landlord will cause all punch list items to be completed within 30 days after notice by Tenant to Landlord of the punch list items.

2.8 Tenant Construction Period Access. Tenant will have a right of access to the Premises during construction (for Tenant's public relations, marketing, information technology, security systems, and furniture, fixtures, and equipment contractors) and a reasonable opportunity for introduction and storage of Tenant's materials and equipment, as long as the access and use will not interfere with the Work. ~~Tenant shall coordinate such access with Landlord's construction manager and comply with any access procedures or protocols established by Landlord.~~

3. Demise and Description. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises on the terms and conditions set forth in this Lease Agreement.

4. Lease Term.

4.1 Commencement Date. The lease will commence 30 days after Landlord delivers the Premises to Tenant with a Certificate of Occupancy (the "Commencement Date").

4.2 Initial Term. The initial term of the lease will commence on the Commencement Date and, subject to adjustment as provided in this Section 4.2, continue for 360 months (the "Initial Term"). If the actual cost of completing the Work exceeds the Anticipated Project Cost (such excess amount, if any, the "Cost Overrun"), then the Initial Term shall be automatically extended by the number of months necessary to provide aggregate Base Rent payments, during the extension of the Initial Term, equal to the Cost Overrun. If the actual cost of completing the Work is less than the Anticipated Project Cost (such difference, if any, the "Cost Savings"), then the Initial Term shall be automatically reduced (at the end of the Initial Term) by the number of months necessary to reduce the aggregate Base Rent payments, during the Initial Term, by an amount equal to the Cost Savings. If the Initial Term is extended or reduced as a result of a Cost Overrun or Cost Savings, Landlord and Tenant shall execute an amendment to this Lease Agreement to memorialize the change in the length of the Initial Term.

4.3 Lease Extension. Landlord shall not, before the final year of the Initial Term, offer to lease the Premises to any third party. During the final year of the Initial Term and prior to offering to lease the Premises to a third party, Landlord shall confer with Tenant to determine Tenant's interest in continuing to lease the Premises for the same or similar purposes after the end of the Initial Term. If Tenant desires to continue leasing the Premises for the same or similar purposes, Landlord and Tenant shall negotiate the terms and conditions of a lease extension and either amend this Lease Agreement or enter into a new lease to implement the extension ("Extension Term"). The Base Rent in any Extension Term may not exceed the fair market rent for similar commercial space in Southern Oregon.

5. Rent.

5.1 Calculation of Base Rent. Beginning on the Commencement Date and on the same day of every month thereafter during the Term, Tenant will pay to Landlord, as Base Rent,

the sum of \$4,166.66. The Base Rent due each month equals the anticipated State Funds used to construct the Premises (\$1.5 million) divided by 360, the anticipated number of full months in the Initial Term.

5.2 Additional Rent. Tenant will also pay from the Commencement Date, without abatement, deduction, or setoff, except as otherwise provided in this Lease Agreement, all sums, impositions, costs, and other payments, if any, that Tenant agrees to pay (collectively, "Additional Rent").

5.3 Payment of Rent. All Rent will be payable in advance, beginning on the Commencement Date and on the same day of each month following the Commencement Date through the Term. Rent payments are due, without notice or demand, and without deduction or setoff of any amount except as expressly provided otherwise in this Lease Agreement.

Rent Payments shall be sent to:

ODOT Tech Center
Property Management Section
4040 Fairview Industrial Dr. SE MS2
Salem OR 97302

5.4 Rent Abatement. If Landlord closes the Rest Area during the Term for a period greater than 10 consecutive business days but less than 120 consecutive calendar days, the Term of the lease shall be automatically extended, without cost to Tenant, by the number of days, in excess of 10 consecutive business days, that the Rest Area was closed by Landlord. If Landlord closes the Rest Area for a period greater than 120 consecutive calendar days, payment of Rent will be abated from day 121 forward until such time as Landlord re-opens the Rest Area. Upon Landlord re-opening the Rest Area, payment of Rent will resume as provided by this Lease Agreement. Rent abatements provided by this section shall not alter or modify any other terms or conditions of this Lease Agreement. Notwithstanding the foregoing, the Term extension and Rent abatement provisions shall not apply if Landlord closes the Rest Area because of circumstances beyond Landlord's reasonable control, including but not limited to, acts of God, weather conditions, acts or omissions of public authorities, statutory requirements, or legislative actions.

5.5 Place of Payment. All Rent must be paid in lawful money of the United States at the address of Landlord set forth in this Lease Agreement, or at such other place as Landlord will from time to time designate by notice to Tenant. Rent will be deemed paid on the date received by Landlord.

5.6 Late Charge. If any Rent or other sum payable by Tenant to Landlord is not paid within fifteen days of the date when first due, Tenant will pay to Landlord an additional sum of \$150. The Parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment.

6. Use of Premises.

6.1 Permitted Uses. Tenant will use and occupy the Premises continuously during the Term for the operation of a first-class State of Oregon Welcome Center under the name of "Travel Oregon", offering statewide visitor information and visitor services (the "Welcome Center"). As part of its Welcome Center operations, Tenant may offer any visitor related information or services permitted or allowed under FHWA and other applicable state and federal policies and laws, and shall include on-site interpretive facilities that incorporate environmental

and cultural educational opportunities, whenever possible. Tenant may not use the Premises for any other purpose or operate the Premises under any other name without the written consent of Landlord. Tenant will maintain and operate the Welcome Center during the entire Term with due diligence and in a first-class manner. Tenant will conduct Welcome Center operations in the Building on days and during hours as Tenant determines appropriate based on seasonal fluctuations in visitor travel. At the beginning of the Term and seasonally thereafter, Tenant shall notify Landlord of the Welcome Center operating hours. The Welcome Center may be closed any time the Rest Area is closed or as deemed necessary by Tenant from time to time. Landlord may close the Rest Area at its discretion and shall notify Tenant of any closure.

6.2 Handbills and Advertising. Neither Tenant nor the employees, volunteers, agents, concessionaires or licensees of Tenant will (1) solicit business in or on the Premises or in or on other areas of the Rest Area, or (2) distribute any handbills or other advertising matter on vehicles parked in the parking area or in the other areas of the Rest Area. Subject to compliance with all Legal Requirements and to the extent consistent with the permitted use of the Premises, Tenant shall position displays on the Premises as necessary to comply with state and Federal Funds requirements for the promotion of scenic byways in Oregon consistent with Title 23 Sections 131 and 162 of the United States Code. Displays may be positioned inside the Building or under the covered walkway/tower structure and such displays shall be considered a "sign plaza" for purposes of this Lease Agreement. Tenant may not position displays in areas outside the Premises without the written consent of Landlord.

6.3 Licenses. Landlord grants to Tenant a nonexclusive fully-revocable license during the Term to use the parking areas, visitor plaza, and other facilities of the Rest Area (the "Common Areas") in the same manner and to the same extent as visitors of the Rest Area. Landlord further grants to Tenant, a nonexclusive fully-revocable license during the Term to use the alternate access to the Rest Area from Crowson Road, and the staff parking areas, in the same manner and to the same extent as Landlord's staff, on first-come first-served basis. Landlord reserves the right at any time to grant similar nonexclusive use to others, to make rules and regulations relating to the use of the Common Areas, to designate specific parking spaces for the use of particular persons, and to make changes in the Common Areas from time to time.

6.4 Legal and Regulatory Compliance. At all times during the Term, Tenant will comply with all Legal Requirements affecting its use or occupancy of the Premises or use of the Common Areas, and will require all Subtenants of the Building to comply with all Legal Requirements affecting their use and occupancy of the Premises and use of the Common Areas. Tenant will comply with all posted Rest Area regulations and will not use or occupy, or permit or suffer all or any part of the Premises to be used or occupied (1) for any unlawful or illegal business, use, or purpose; (2) in any such manner to constitute a nuisance of any kind; (3) for any purpose or in any way in violation of the Certificate of Occupancy, or of any Legal Requirements; or (4) for any business, use, or purpose deemed disreputable. Tenant will observe and comply with all state and federal laws, regulations and guidelines, and all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that now apply to the Premises or that have been granted to or contracted for by Landlord or Tenant in connection with any existing or presently contemplated use of the Premises, including but not limited to the conditions imposed by Jackson County for development of the Property, the conditions imposed by the City of Ashland for extension of water and sewer service to the Property, and 23 CFR 752.

6.5 Third-Party Uses. Tenant shall allow the Oregon State Police to use the portion of the Building so identified in the Conceptual Design Report, for a workstation. Tenant and the Oregon State Police shall agree upon the specifics of the use. In addition, Tenant shall allow a volunteer organization designated by Landlord to use the portion of the Building so identified in the Conceptual Design Report, to distribute free coffee to Rest Area visitors. Neither the Oregon State Police nor the Landlord-designated volunteer organization shall be considered a Subtenant with respect to its use of the Building under this Section 6.5 and neither shall be charged rent. Tenant shall not be responsible or liable for the actions of the Oregon State Police or the volunteer organization designated by Landlord to distribute free coffee.

6.6 Permitted Use Dispute Resolution. If Tenant and Landlord disagree over the meaning or applicability of a Legal Requirement, Landlord will make the final determination of the meaning or applicability after first consulting with the Oregon Attorney General. The Parties agree to follow the advice of the Attorney General on the meaning or applicability of a Legal Requirement.

6.7 Waste and Nuisance Prohibited. At no time during the Term will Tenant commit, suffer to be committed, or allow or permit others to commit, any waste on or with respect to the Common Areas or the Premises, or any nuisance or illegal act.

6.8 Smoking Prohibition. No smoking is allowed inside the Building at any time.

7. Services. Landlord will not be required to provide any services to the Premises except as expressly provided herein. As part of the Work, Landlord will install electricity, water, sewer, and telecommunication utility lines (metered separately from other uses on the Property) to service the Premises and Tenant's property and operations. Tenant will arrange for its own accounts with utility service providers and for its own janitorial service and any other services as are necessary or appropriate for use of the Premises by Tenant and any Subtenants. Tenant will be responsible for timely payment in full of all charges for utility and other services provided to the Premises. Landlord will not be liable or responsible for any interruption of any utility or other kind of service provided by third parties except to the extent that the interruption is the result of insured damage to the Premises or is caused by Landlord, or the employees, volunteers, agents, concessionaires or licensees of Landlord, and Landlord fails to avoid or cure the interruption as soon as reasonably possible after becoming aware of the interruption.

8. Repairs and Maintenance.

8.1 Capital Repairs and Replacements. Except as provided below, Tenant will make all capital repairs and replacements (as distinguished from ordinary maintenance and repairs) to all elements of the Premises, if and when necessary, including but not limited to the foundation, all load-bearing elements such as walls and columns of the Building, the roof of the Building, the adjacent covered walkway structure, the tower structure, the building systems, and the Tenant Improvements; provided, however, Tenant will not be responsible for capital repairs and replacements covered by the warranty in Landlord's Construction Contract or capital repairs and replacements of the walkway portion of the adjacent covered walkway structure, which shall be Landlord's responsibility.

8.2 Ordinary Maintenance and Repairs. As used in this Section, the term ordinary maintenance and repairs means all maintenance and repairs, including but not limited to repairs necessitated by vandalism, other than capital repairs and replacements. Tenant will, throughout

the Term, at Tenant's sole cost and expense, keep and maintain the Premises (other than maintenance or repair covered by the warranty in Landlord's Construction Contract, the landscaping, and the walkway portion under the adjacent covered walkway structure, which shall be Landlord's responsibility) in good, neat, and sanitary condition, operating condition, working order, and appearance including but not limited to the following:

8.2.1 Maintenance and ordinary repairs to the exterior of the Premises (including but not limited to the exterior surfaces, roof membrane, exterior skin, exterior windows, exterior doors, and the covering of the adjacent covered walkway structure);

8.2.2 Maintenance and ordinary repairs to the interior of the Building, including all common areas, all leased and leasable space, and all electrical, janitorial, and mechanical rooms and facilities;

8.2.3 Maintenance and ordinary repairs to all building systems, including electrical, plumbing, and mechanical systems, equipment, and fixtures, including heating, ventilation, and air conditioning (HVAC) units and related equipment;

8.2.4 Maintenance and ordinary repairs to all interior doors and windows, and related hardware, and all ceilings, wall and floor coverings, light fixtures and switches, plumbing fixtures, and all wiring and plumbing;

8.2.5 Repairs of damage caused through the negligence or other misconduct of the Tenant or any Subtenant, but subject to the provisions of this Lease Agreement specifically providing otherwise with respect to insured or insurable damage;

8.2.6 Replacements necessitated by Tenant's failure to properly maintain or provide ordinary repairs as otherwise required in this Section, including Tenant's failure to keep in place and require performance of adequate maintenance contracts for the HVAC systems; and

8.2.7 The clean and sanitary storage, collection, and disposal of refuse from the Premises in a location designated by Landlord as the refuse collection point.

8.3 Common Areas. Landlord will maintain, repair, and replace the Common Areas, the landscaping, and the walkway portion under the adjacent covered walkway structure, keeping them in good order, condition, and repair throughout the Term.

8.4 Landlord's Interference with Tenant. In performing any repairs or work that Landlord is required to perform under this Lease Agreement, Landlord will not cause unreasonable interference with use of the Premises by Tenant or any Subtenants, except as is reasonably necessary to effect the repairs and, Landlord will have the right of access to the portions of the Premises as is reasonably necessary to effect the repairs. Any repairs or replacement that would interrupt Tenant's intended use of the Premises will be made outside of Tenant's operating hours, except in the event of an emergency requiring immediate work for safety and protection of persons and the Premises.

8.5 Keys. Landlord shall provide Tenant with a set of four keys to the Premises on or before the Commencement Date. Tenant will be responsible for replacing lost keys or re-keying. If Tenant chooses to re-key the Premises, Tenant shall provide Landlord a spare set of keys for the purposes of repairs, maintenance, or emergency access.

9. Alterations. Tenant will have the right to make alterations or further improvements to the Premises subject to the requirements of this Section, as follows:

9.1 Landlord's Written Consent. Landlord's prior written consent is required, which will not be unreasonably withheld, conditioned, or delayed except as expressly provided otherwise below.

9.2 Structural Changes. Landlord may withhold or condition its consent in Landlord's sole discretion if the alterations or improvements require any structural changes or modifications to the Building, or involve any alteration of the exterior of the Building, or consist of alterations to improvements other than the Building or the construction of new improvements on the Common Areas, whether or not the proposed improvements would be adjacent or attached to the exterior of the Building.

9.3 Alterations or Improvements to Create New Space. If any such alterations or improvements are to create new space to be occupied by a Subtenant rather than being needed and intended primarily for Tenant's own operation and use, then Landlord in its sole discretion may withhold or condition its consent.

9.4 Landlord's Review of Proposed Plans. For all alterations or improvements, Tenant will furnish Landlord with proposed plans and specifications for Landlord's review and approval, which approval will be deemed given if Landlord fails to respond to Tenant's submittal within 30 business days.

9.5 Tenant to Perform Alterations and Improvements. All alterations and improvements that are permitted under this Lease Agreement will be performed by Tenant, at Tenant's sole cost, in compliance with all applicable codes, rules, and regulations, in a professional manner with quality materials equal to or better than the original.

9.6 Tenant to Provide As-Built Plans. Upon completion of any improvements or alterations, Tenant will provide Landlord with as-built plans for the completed work.

9.7 Alterations and Improvements to Become Landlord's Property. All alterations or improvements that Tenant constructs will, at the end of the Term, or earlier termination of this Lease Agreement, become the property of Landlord, except to the extent Landlord exercises its right in the following sentence to require removal. Landlord will not have the right to require Tenant to remove any such alteration or improvement at the end of the Term, or earlier termination of this Lease Agreement, unless the removal obligation was a condition of approval of an alteration made after the initial completion of the Premises.

9.8 Tenant Not to Alter Roof or Exterior Walls. Tenant will not penetrate the roof or make installations on the exterior walls or the roof of the Building without Landlord's prior written consent.

10. Liens. Tenant covenants to keep the Premises and the Common Areas free from all construction liens and all other liens of any type whatsoever arising out of Tenant's repair, alteration, maintenance, and use of the Common Areas or Premises. If a lien is filed, Tenant must, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit a sufficient corporate surety bond in an amount required by Oregon law to remove the lien. Landlord expressly reserves the right to post notices of nonresponsibility under the lien laws of the state of Oregon.

11. Insurance.

11.1 Property Insurance.

11.1.1 Upon commencement of construction of the Premises, Landlord shall declare the Premises as a Landlord Property to Risk Management in the Department of Administrative Services.

11.1.2 Promptly after the Commencement Date, Landlord and Tenant shall jointly declare the Premises as Tenant Property to Risk Management in the Department of Administrative Services.

11.2 Liability Insurance. The Parties understand that each is insured with respect to tort liability claims by the State of Oregon Insurance Fund, a statutory system of self insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage. In addition, each Party agrees that any tort liability claim, suit or loss resulting from or arising out of the Parties' performance of and activities under this Lease Agreement, will be allocated, as between the Parties, in accordance with law by Risk Management in the Department of Administrative Services for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party agrees to notify Risk Management in the Department of Administrative Services and the other Party in the event it receives notice or knowledge of any claims arising out of the Parties' performance of or activities under this Lease Agreement. Tenant shall not be responsible or liable for the actions of the Oregon State Police or the volunteer organization designated by Landlord to distribute free coffee, as provided in Section 6.5.

12. Damage and Destruction.

12.1 Repair and Restoration. Except as specifically provided otherwise in this Lease Agreement, if the Premises are damaged or destroyed during the Term by fire or other casualty, Landlord will repair or rebuild the Premises to substantially the condition existing immediately before the damage or destruction (excluding Tenant Improvements), to the extent Landlord receives sufficient insurance proceeds from Risk Management in the Department of Administrative Services. The work will be undertaken expeditiously and in good faith and will be completed by Landlord as soon as reasonably practicable. If Landlord does not receive sufficient insurance proceeds to repair or rebuild the Premises, either party may terminate this Lease Agreement effective upon written notice to the other party.

13. Sublease.

13.1 Permitted Subtenants. Tenant may not, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold, condition or delay, sublease any portion of the Premises to any third party.

13.2 Effect of Termination on Sublease. Upon the expiration of the Term or on the earlier termination of this Lease Agreement or the termination of the right of possession of Tenant, any sublease then in effect will likewise terminate or the right of possession of the Subtenant will cease, unless Landlord exercises its right, hereby granted by Tenant, to treat the expiration or termination as an assignment of the interest of Tenant in and to the sublease with the sublease continuing in full force and effect as a direct lease between the Subtenant and Landlord on all of the terms, conditions, and covenants of the sublease, subject to Landlord receiving from the Subtenant such assurances from the Subtenant and sublease modifications as Landlord may require.

14. Assignment. Without the prior written consent of Landlord, Tenant will not assign, transfer, or encumber this Lease Agreement or any interest herein, or suffer a transfer of this Lease Agreement by operation of law. This restriction will not apply to a permitted sublease.

15. Surrender on Expiration or Termination.

15.1 Condition of Property and Improvements. Upon expiration of the Term or earlier termination of this Lease Agreement, Tenant will deliver all keys to Landlord and surrender the Premises in a state of good condition and repair and broom clean, reasonable wear and tear excepted. Alterations, additions, and improvements made by Tenant with permission from Landlord shall not be removed unless the terms of permission for the work so require.

15.2 Tenant's Property. Before the expiration of the Term or earlier termination of this Lease Agreement, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property.

16. Dispute Resolution. Except as provided in Section 6.6, the Parties to this Lease Agreement shall resolve any dispute or disagreement under this Lease Agreement through discussion and negotiation, escalating the discussion and negotiation to higher levels of management, as necessary to reach resolution.

17. Quiet Enjoyment. Landlord warrants that Landlord is the owner of the Premises and has the right to lease the Premises to Tenant. As long as Tenant is not in default under this Lease Agreement, Landlord will defend Tenant's right of quiet enjoyment from the lawful claims of all persons claiming by or through Landlord during the Term, subject only to the exceptions, reservations, and conditions set forth in this Lease Agreement.

18. Survival. The obligations and liabilities of Tenant arising under this Lease Agreement will survive the expiration of the Term or earlier termination of this Lease Agreement and the termination of the right of possession of Tenant.

19. Authority. Each Party warrants and represents to the other that the person(s) signing this Lease Agreement on its behalf has authority to enter into this Lease Agreement and to bind it to the terms, covenants, and conditions contained in this Lease Agreement.

20. Notice. Except as provided in Section 32, all notices required by this Lease Agreement must be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Lease Agreement. Any such notice personally delivered, sent by recognized overnight courier service or sent by United States mail, as registered or certified mail postage prepaid, will be deemed to have been given for all purposes upon receipt. Any such notice given by email will be deemed to have been given for all purposes 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. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this Section.

21. Modification. No modification of this Lease Agreement will be valid unless it is in writing and is signed by both Parties through a fully executed amendment.

22. **Integration.** This Lease Agreement is the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Lease Agreement. This Lease Agreement will supersede all prior communications, representations, and agreements, oral or written, of the Parties regarding the subject matter hereof.

23. **Interpretation.** The Section headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the Sections themselves.

24. **Severability.** The invalidity of any term or provision of this Lease Agreement will not affect the validity of any other provision.

25. **Waiver.** Waiver by a Party of strict performance of any provision of this Lease Agreement will not be a waiver of or prejudice a Party's right to require strict performance of the same provision in the future or of any other provision.

26. **Binding Effect.** Subject to restrictions in this Lease Agreement on assignment, this Lease Agreement will be binding on and inure to the benefit of the successors and assigns of the Parties.

27. **Governing Law.** This Lease Agreement will be interpreted and enforced according to the laws of the state of Oregon.

28. **Counterparts.** This Lease Agreement may be executed in multiple counterparts, each of which will constitute one agreement, even though all parties do not sign the same counterpart.

29. **Time Essence.** Time is of the essence in the performance of this Lease Agreement.

30. **Exhibits.** All exhibits referred to in this Lease Agreement are incorporated by reference in this Lease Agreement as if fully set forth herein.

31. ODOT shall, upon execution of this Agreement, enter the required data into the Oregon Procurement Information Network (ORPIN) per ORS 190.115.

32. **Emergency Contacts.** In an emergency, the contacts for Landlord and Tenant are as follows:

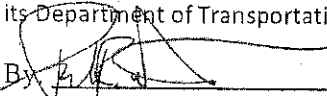
- Landlord-Pre-construction:
Richard Randleman
541.864.8828
Richard.Randleman@odot.state.or.us
- Landlord-Post construction:
Jerry Marmon
541.774.6355
Jerry.MARMON@odot.state.or.us

- Tenant:
Jeff Hampton
503.967.1564
Jeff@traveloregon.com

Signature Page to Follow

Landlord:

STATE OF OREGON, by and through
its Department of Transportation

By 
Highway Division Administrator

Tenant:

STATE OF OREGON, by and through
its Oregon Tourism Commission

By: _____

Date: Feb 2, 2015

Date: _____, 2015

ODOT APPROVAL RECOMMENDED

By _____

Frank Reading

Date _____

APPROVED AS TO FORM

By David Elott via email Dated 2/2/2015

ODOT Contact:

Name: Richard Randleman
Address: 100 Antelope Rd
White City OR 97503-1674
Phone: 541.864.8828
Email: Richard.Randleman@odot.state.or.us

Travel Oregon/Oregon Tourism Commission Contact:

Name: Jeff Hampton
Address: 250 Church Street, Suite 100
Salem OR 97301

Phone: 503.967.1564
Email: jeff@traveloregon.com

with a copy to:

Name: Scott West
Email: scott@traveloregon.com

Landlord:
STATE OF OREGON, by and through
Its Department of Transportation

By [Signature]
Highway Division Administrator

Date: FEB 2 2015

Tenant:
STATE OF OREGON, by and through
Its Oregon Tourism Commission

By [Signature]

Date: FEBRUARY 2 2015

ODOT APPROVAL RECOMMENDED

By _____
Frank Reading

Date: _____

APPROVED AS TO FORM

By David Elott via email Dated 2/2/2015

ODOT Contact:

Name: Richard Randleman
Address: 100 Antelope Rd
White City OR 97503-1674
Phone: 541.864.8828
Email: Richard.Randleman@odot.state.or.us

Travel Oregon/Oregon Tourism Commission Contact:

Name: Jeff Hampton
Address: 250 Church Street, Suite 100
Salem OR 97301
Phone: 503.967.1364
Email: jeff@travaloregon.com

with a copy to:

Name: Scott West
Email: scott@travaloregon.com

Landlord:

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Highway Division Administrator

Tenant:

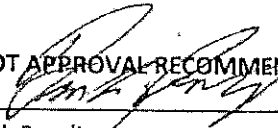
STATE OF OREGON, by and through
its Oregon Tourism Commission

By: _____

Date: _____, 2015

Date: _____, 2015

ODOT APPROVAL RECOMMENDED

By 
Frank Reading

Date 2.2.15

APPROVED AS TO FORM

By _____
David Elott

Date _____

ODOT Contact:

Name: Richard Randleman
Address: 100 Antelope Rd
White City OR 97503-1674
Phone: 541.864.8828
Email: Richard.Randleman@odot.state.or.us

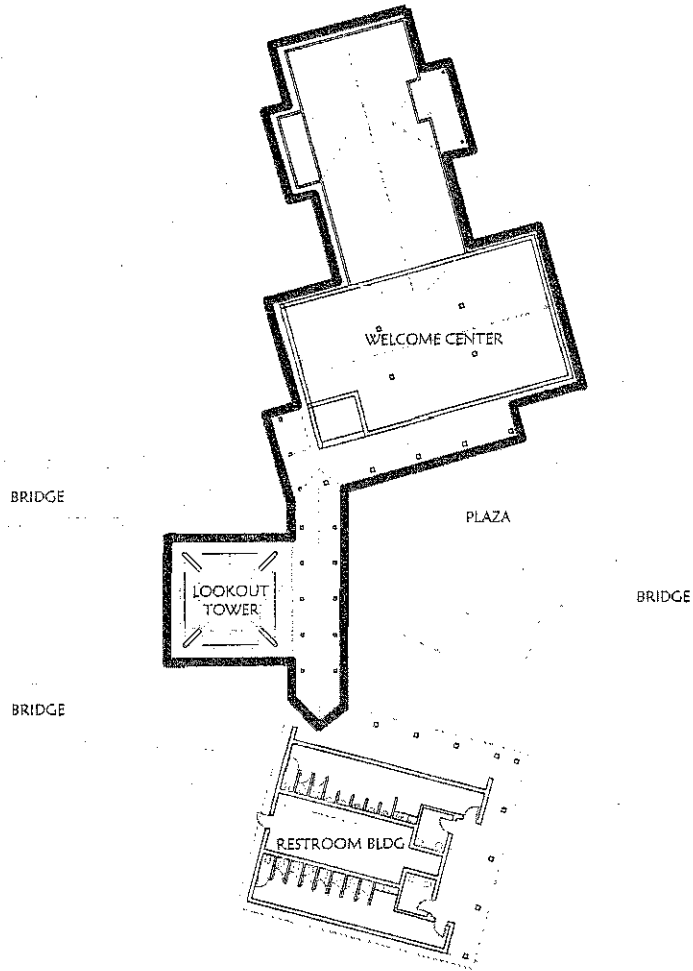
Travel Oregon/Oregon Tourism Commission Contact:

Name: Jeff Hampton
Address: 250 Church Street, Suite 100
Salem OR 97301
Phone: 503.967.1564
Email: www.TravelOregon.com

with a copy to:

Name: Scott West
Email: scott@traveloregon.com

EXHIBIT A
TENANT AREA OF RESPONSIBILITY



————— Indicates Travel Oregon Facility
Maintenance Responsibility



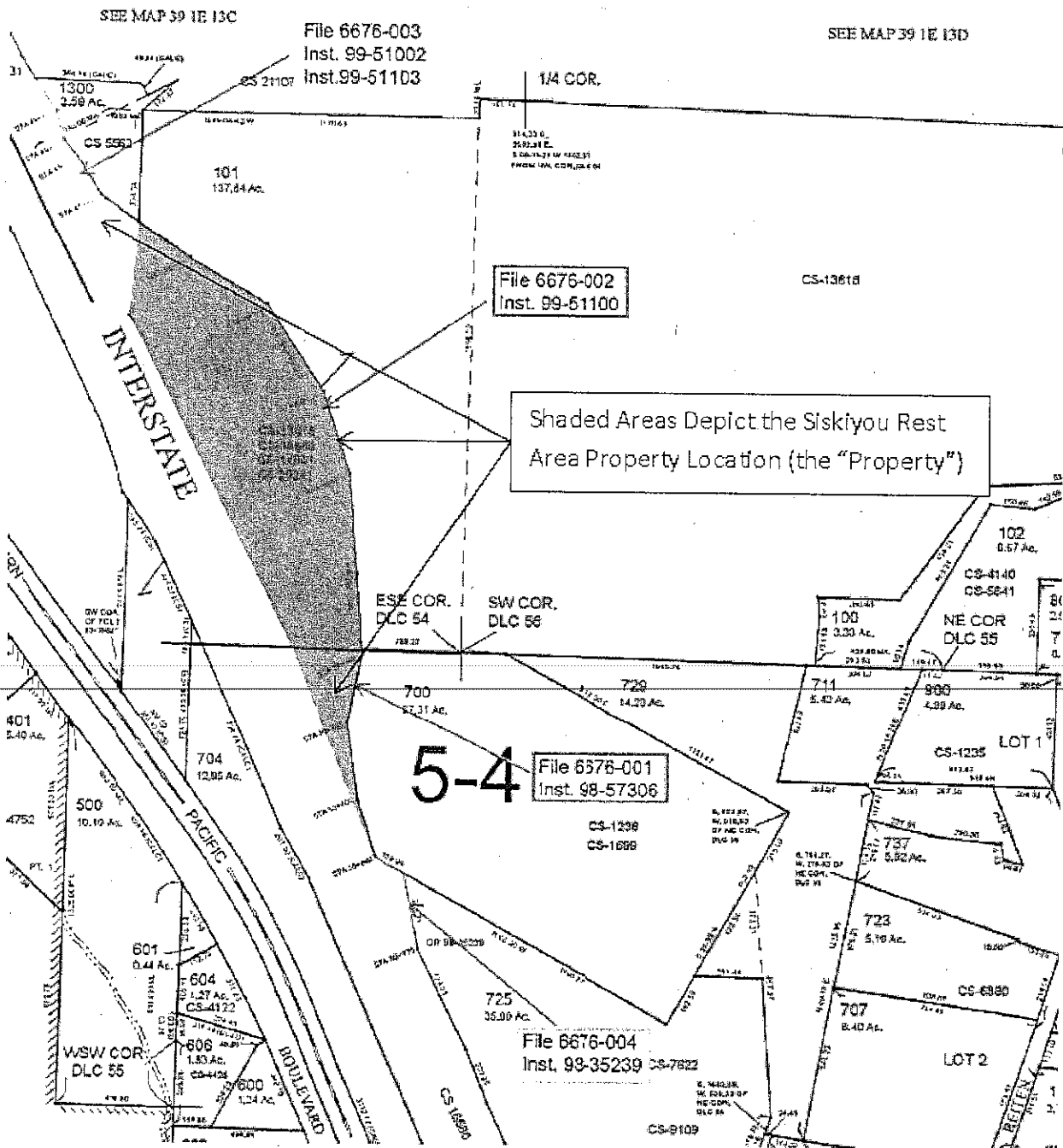
CONCEPT A SITE PLAN

1/32" = 1'-0"

EXHIBIT B
PROPERTY LOCATION

SECTION 24, T.39S., R.1E., W.M.
JACKSON COUNTY

1" = 400'



RESOLUTION NO. 2015-03

A RESOLUTION OF THE CITY COUNCIL APPROVING AN OREGON DEPARTMENT OF TRANSPORTATION REQUEST TO THE CITY OF ASHLAND TO EXTEND WATER AND SEWER SERVICE TO THE SISKIYOU WELCOME CENTER AND REST AREA FACILITY LOCATED OUTSIDE THE CITY LIMITS OF ASHLAND AND REPEALING PORTIONS OF ORDER NO. 2011-JUNE

RECITALS:

- A. The Ashland City Council on June 21, 2011, having been fully advised by the record of hearings, facts and conclusions of the City of Ashland Planning Commission, by City Staff, the Oregon Department of Transportation (ODOT) and having heard public testimony related to ODOT's proposed development of the Siskiyou Welcome Center and Rest Area (SWCRA), adopted an order approving the extension of City water and sewer service to the SWCRA;
- B. The Order approved by the City Council, subsequently titled "Order 2011-June," concluded the following:
1. The City of Ashland Charter and the City of Ashland Resolution 97-27 permit water connection to governmental facilities outside the city limit;
 2. ODOT must obtain State Planning Goal 3, 9, and 11 approvals before City will extend sewer and water facilities to service the development;
 3. Prior to any construction or development of the SWCRA, staff of the City Public Works will draft an intergovernmental agreement between ODOT and the City that ensures funding of construction and operation that is acceptable to the Mayor and Council; and
 4. The presence and use of and information distributed by the Siskiyou Welcome Center and Rest Area is likely of benefit to the City of Ashland's tourism economy and surrounding areas and to all those who travel to and visit the City via Interstate 5.
 5. If developed and operated according to designs and/or conditions agreed to by ODOT and Travel Oregon, negative impacts, if any, to surrounding neighborhoods can be managed in order to address its presence and those visiting and leaving the facility. Therefore, extending service of potable water (not to be used for irrigation) and sewer (utilizing an existing sewer line fixture) is in the interest of and benefit to the City of Ashland.
 6. The City approves ODOT's application to extend water and sewer service to SWCRA contingent on (a) the Welcome Center being built; (b) water provided by the City may not be used for irrigation; (c) there must be adequate funding for maintenance and staffing of the SWCRA; and (d) the SWCRA must be completed by June 21, 2015.
- C. ODOT now has adequate funding for construction, maintenance and staffing of the SWCRA; has obtained all required land use approvals; and has committed to and developed plans consistent with use of City water only for non-irrigation purposes. An intergovernmental

agreement between the City and ODOT is presented for City Council consideration along with this resolution.

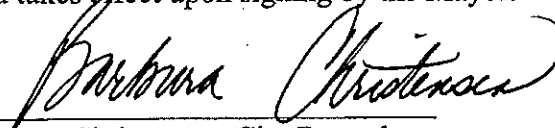
- D. ODOT will be unable to complete the SWCRA within the four-year limit imposed by Order 2011-June due to ~~unanticipated~~ delays in obtaining land use approvals for the SWCRA.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

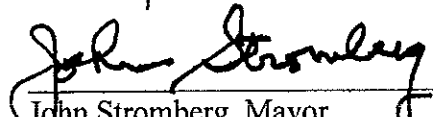
SECTION 1. The determinations in Recital B, above, are hereby adopted by the City of Ashland, except that the deadline for project completion set forth in Recital B(6)(d) is hereby revoked.

SECTION 2. Order 2011-June is hereby repealed as to Section B.1 through 6 of this Resolution, and except as modified above, the Order shall remain in full force and effect.

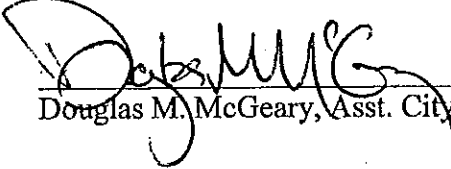
This resolution was duly PASSED and ADOPTED this 17 day of February, 2015, and takes effect upon signing by the Mayor.


Barbara Christensen, City Recorder

SIGNED and APPROVED this 17 day of February, 2015.


John Stromberg, Mayor

Reviewed as to form:


Douglas M. McGeary, Asst. City Attorney

**MINUTES FOR THE REGULAR MEETING
ASHLAND CITY COUNCIL
February 3, 2015
Council Chambers
1175 E. Main Street**

CALL TO ORDER

Mayor Stromberg called the meeting to order at 7:00 p.m. in the Civic Center Council Chambers.

ROLL CALL

Councilor Voisin, Morris, Lemhouse, Seffinger, Rosenthal, and Marsh were present.

MAYOR'S ANNOUNCEMENTS

Mayor Stromberg announced the City was accepting applications for annual appointments to the various Commissions and Committees. The deadline for applications was March 20, 2015. City Recorder Barbara Christensen added there were two vacancies on the Budget Committee as well.

Mayor Stromberg moved agenda item **#1. Continued discussion of proposed ordinance updates, under X. Unfinished Business after XII. Ordinances, Resolutions, and Contracts.** Mayor went on to explain the Police Chief would provide an update on the case involving a local teenager that had runaway.

APPROVAL OF MINUTES

The minutes of the Executive Session of January 20, 2015 and Business Meeting of January 20, 2015 were approved as presented.

SPECIAL PRESENTATIONS & AWARDS

Brad Christ, CIO for Southern Oregon University (SOU) and Adrienne DeDona from Jeanne Lawson Associates (JLA) submitted documents into the record and presented on the SOU Cogeneration Project. Mr. Christ explained two of the four steam boilers at SOU were at the end of their lifecycle. Through a grant from the USDA, SOU researched alternative options that included biomass as a viable option for a cogeneration project. Biomass cogeneration would provide steam and electricity to offset what the university currently used. SOU hired public outreach firm JLA to gather community feedback on biomass and the project in general. JLA conducted a survey on the SOU Cogeneration website, received 113 responses with 65% supporting the biomass option. A phone survey of approximately 300 residents approved using biomass 63%. SOU would consider public input, make a determination to ask the legislature for funding the cogeneration project, and decide whether to use biomass or natural gas.

The biomass cogeneration facility would be located in the maintenance yard adjacent to McNeal Hall. SOU would store 48 hours of biomass material in an enclosed silo at the yard. SOU discussed possibly using mitigation with people opposing the project. They would use the best available at the time pollution control equipment, would meet all Department of Environmental Quality (DEQ) standards, and do the best they could to remove particulates and ensure good air quality. The primary reason people supported the biomass option was it supported the local forest economy. The secondary reason was it supported SOU's carbon reduction targets. Emissions from trucks transporting the material to SOU and the harvesting were included in the emissions calculation.

John Fisher-Smith/945 Oak Street/Shared his background as an architect and his experience with big projects. The public input portion of the study was somewhat insincere. SOU used the \$250,000 grant primarily to validate whether a biomass plant would work for SOU. The project would cost \$12,000,000 and he equated it to hiring an elephant because the bi-products would heat the campus. Air quality was

the key. Using biomass slash was not sustainable. Burning carbon created a lot of carbon dioxide (CO₂).

Police update on local teenage runaway.

Police Chief Terry Holderness shared information that the teen intended to runaway. He clarified what her father suspected was blood in the car was actually dirt. There were several sightings and possible changes to the teenager's appearance. The Ashland Police Department had received tremendous cooperation from California agencies including the Department of Justice. California had approximately 200,000 juvenile homeless runaways that would make it more difficult to locate the teen. Another issue was Ashland Detectives were sure the teenager's friends were withholding information. Currently there was no evidence of a crime committed.

PUBLIC FORUM

Scott Green/Spoke regarding police harassment in the community and the honesty of police officers.

Caleb LaPlante//405 NE 7th Street, Grants Pass/Represented ACT (Abolish Child Trafficking) Southern Oregon. He addressed the January Child Trafficking Awareness Month proclamation read at the January 20, 2015 meeting and provided additional information regarding underage sex trafficking in Oregon and local communities. He submitted documents into the record and briefly described events and programs that helped to deter child sex trafficking.

Sharre Whitson/503 Airport Road, Medford/Explained she was the executive director of Redemption Ridge and spoke further on child sex trafficking and what it meant for Jackson County. Social media played a key role. Perpetrators transported girls down the I-5 corridor and moved them frequently. Last year in the state of Oregon alone there were 200-300 reported incidences of child sex trafficking. She worked with 10 victims locally in 2014. Nationwide, approximately 100,000 children were victimized through sex trafficking. Redemption Ridge served the families and victims in the community and was in the process of setting up a safe home.

Huelz Gutcheon/2253 Hwy 99/Referred to testimony he provided during Public Forum at the January 6, 2015 meeting regarding his suggestion for the Ashland Renewable Energy Acquisition Department as a replacement for the Planning Department. The department would consist of three divisions, expedited solar panel installation, home energy upgrades, and zero net energy destinations. The City would hire an experienced energy performance manager, ten local and specialized carpenters, someone to handle the financial side and another two employees to replace the current Energy Conservation Division and described how. Upgrading all the homes in Ashland would reduce structural energy needs 40%.

CONSENT AGENDA

- 1. Resolution titled, "A resolution authorizing signatures, including facsimile signatures for banking services on behalf of the City of Ashland"**
- 2. Liquor license application for Marlane Balcomb dba ABC Kitchen**
- 3. Annual report from Rogue Valley Community Television**

Councilor Marsh pulled Consent Agenda item #3 for discussion. PEG (Public Education, Government) Access Coordinator Brandon Givens explained defunding, changes in services, additional programs, and software upgrades were some of the reasons costs increased for public access television. Management Analyst Ann Seltzer added part of the federal communications tax restricted the amount and use of franchise fees along with the use of PEG fees. The City paid approximately \$48,000 annually in PEG fees with the remaining \$7,000-\$8,000 supplemented from the General Fund.

Councilor Rosenthal/Marsh m/s to approve Consent Agenda items. Voice Vote: all AYES. Motion passed.

PUBLIC HEARINGS (None)

NEW AND MISCELLANEOUS BUSINESS (None)

ORDINANCES, RESOLUTIONS AND CONTRACTS

- 1. Approval of a resolution titled, "A resolution of the City Council approving an Oregon Department of Transportation request to the City of Ashland to extend water and sewer service to the Siskiyou Welcome Center and Rest Area facility located outside the city limits of Ashland and repealing Order No. 2011-June," and approval of an intergovernmental agreement with ODOT for the provision of water and sewer service to the Siskiyou Welcome Center and Rest Area.**

City Attorney Dave Lohman excused himself from the discussion to ensure no conflict of interest due to his position on the State of Oregon Transportation Commission. Assistant City Attorney Doug McGeary explained his background regarding the issue. City Administrator Dave Kanner provided the history on the Welcome Center and Rest Area project. The project was outside city limits, the City was extending water and sewer to make the development possible and not granting development approval.

Oregon Department of Transportation (ODOT) Area Manager Art Anderson explained they were requesting an extension on the 2011 order from the City regarding water and sewer connections for the Welcome Center and Rest Area. The original Rest Area closed in the late 1990s after a series of accidents one resulting in a fatality. The Federal Highway Administration had requested ODOT replace the facility as soon as possible. An extensive land use process delayed the project for a couple of years during which ODOT was unable to get the appropriate permits from Jackson County.

ODOT agreed to numerous issues and concerns during the planning process and through discussions with Ashland. One concern raised was security. The Welcome Center would provide a station for the Oregon State Police and a permanent parking place. This would be the first of its kind in Oregon. Oregon Administrative Rules (OARs) allowed ODOT to police rest areas as well. The other safety concern was trucks parking near recreational vehicles at the facility. ODOT had established a separate rest area for trucks only at the point of entry that eliminated truck drivers using the new Welcome Center and Rest Area. The facility would have a perimeter fence with a fenced access road off Crowson Road for people working at the Welcome Center and Rest Area. ODOT would set up security cameras so people working at the Welcome Center could monitor activity. The facility would have low flow toilets and sinks. Additionally, ODOT had purchased irrigation rights from the Talent Irrigation District (TID).

ODOT Project Manager Tim Fletcher explained when ODOT purchased the property it came with water rights to the Dunn Ditch. Per the purchase agreement ODOT recently transferred the water right back to the owner. The property had a pipe system that connected neighboring properties to the Dunn Ditch for flood irrigation. ODOT extended the pipes to the parameter of the property and the ditch to intersect with an irrigation junction structure that would provide ODOT access to TID water instead of the Dunn Ditch water right. TID would release additional flow into Tolman Creek whenever ODOT's turn came in the rotation. The water would go into a 20,000-gallon tank underground for ODOT to use as needed. The TID water right entitled ODOT to more water than they would use. A drip irrigation system would water the landscape at the Welcome Center. Ramp, grading, and parking construction would occur summer 2015. The second phase was building the facilities and developing the landscape. A contractor would maintain the landscape for three years.

Jeff Hampton, vice president of Operations for the Oregon Tourism Commission Travel Oregon addressed the Welcome Center and explained the Oregon Tourism Commission operated Welcome Centers at entry points to the state.

Councilor Rosenthal disclosed Council received a letter of support from the City of Medford and that he worked for the City of Medford. The City Attorney determined there was neither conflict of interest nor a predisposed bias.

Mr. Hampton addressed hours of operation and explained Travel Oregon intended to operate the Welcome Center during the high season, April through September, seven days a week from 9:00 a.m. to 5:00 p.m., and possibly the same during winter.

Council expressed concern that ODOT's use of TID water right might interfere with the City's TID water right. Staff clarified intake of TID water for city use was downstream from the Welcome Center site. Property owners past the intake had lost water from City the year before. Public Works Director Mike Faught explained TID had a curtailment system for distributing water if the flow was lower. The City had sufficient waters rights through agreements with TAP (Talent Ashland Phoenix) intertie and TID.

Mr. Anderson did not think ODOT would use pesticides on the landscape and would have to contact the maintenance department.

Mr. Hampton noted the Welcome Center would have wifi and serve as an information hub for travelers.

Mr. Fletcher explained they would use bladders at the far reaches of the project near Crowson Road to water that landscape. The majority of the area would be on a drip system. Maintaining the bladders would be in the landscape contract. TID determined the water rotations and when they shut the water off, the Welcome Center and Rest Area would be no different from the rest of the valley. The plants used in the landscape were drought tolerant and native to the area.

Assistant City Attorney Doug McGeary clarified the question before Council was whether to extend the agreement to provide water and sewer to ODOT for the Welcome Center and Rest Area. Where and how ODOT obtained non-city water for irrigation was not an issue of concern for Council. Discussing the value of having the facility was not an issue either since that was already decided. Mayor Stromberg further clarified the issue of whether people would be there or not was germane to the discussion. However, it was not clear whether ODOT using pesticides or their ability to water their plants was directly relevant.

Mr. Hampton anticipated 100,000 travelers accessing the Welcome Center and Rest Area annually based on previous visit numbers. Volunteer groups would have the opportunity to provide coffee services and that would add additional people to the site. Mr. Anderson added the Travel Oregon planned to staff the Welcome Center year round although staff numbers would vary. ODOT maintenance personnel, contracted landscapers, and cleaners would provide a presence at the facility as well. In the event of a fire at the facility Jackson County Fire District would respond. The underground storage could also use as a water source if necessary.

Councilor Voisin expressed concerns that ODOT would use potable water to water the landscape in the event of severe drought and the potential threat of fire due to smokers at the Welcome Center and Rest Area. Mr. Anderson reiterated ODOT would not use potable water from the City for irrigation purposes. Although smoking was prohibited at all state facilities he recognized the need to research designating an area for smokers.

Councilor Voisin asked if ODOT had received their water rights from TID yet and when. Mr. Fletcher explained ODOT acquired TID water rights for the Welcome Center and Rest Area the same time they acquired them for Exit 14 approximately two years ago. Mr. Fletcher would forward a copy to Councilor Voisin.

Councilor Voisin addressed the estimate ODOT provided on gallons of water per day and questioned why there was no provision for water usage during drought or curtailment in the agreement. Mr. Anderson responded ODOT would adhere to any City curtailment regulations and could add that to the agreement with the City if Council thought it helpful. Councilor Voisin asked how ODOT arrived at the 1,400 gallons of water per day estimate. Mr. Fletcher explained ODOT hired a specific architect who designed these types of facilities and they took projected use and calculated water usage based on sinks, toilets, urinals, and low flow. Mr. Fletcher would forward the calculations to Councilor Voisin.

Allen Walters/775 St. Andrews/Worked for ODOT for 29 years in the Siskiyou Mountain area outside of Ashland. He wanted Council to be aware there were transcripts on record stating the danger of putting the Rest Area in that location. If the Rest Area were built, someone would be killed again. If Council took away the water, it would not happen, period. If Council wanted that on their conscious along with Jackson County and ODOT, that was OK. They needed to know it would happen again.

Sandra Slattery/110 E Main Street/Explained she was the Executive Director of the Ashland Chamber of Commerce. Both the Chamber and Ashland Visitor and Convention Bureau (VCB) were involved with the Welcome Center and Rest Area since the Rest Area was removed from the old Siskiyou site in 1995. Over the years they worked closely with Travel Oregon and elected officials to ensure there was funding for the building and operations of the Welcome Center year round seven days a week. The Chamber had never supported a standalone rest area in the past and would withdraw support if that were the case. They also supported enhanced security measures. The Chamber and VCB supported a Welcome Center managed and maintained as a year round staffed operation with all the necessary security measures in place.

Stephen Stolzer/1120 Oak Knoll Drive/Was not sure how Council could extend the agreement after hearing from the presenters. He listed the questions not answered. No one would be there at night and that was his biggest concern. There were only two state police officers between California border and Grants Pass. He had concern for his neighborhood, the safety of his family, lighting, and smoking at the facility, and accused ODOT of not being prepared for the meeting. He wanted Council to consider the risks to his neighborhood. He did not want people sleeping on the road near his neighborhood.

Allen Baker/955 Walker Avenue/Did not think the Welcome Center and Rest Area was a good idea. When Jackson County approved the project the County Commissioners wanted the City of Ashland to have the final say since it was adjacent to their community. The project did not make sense and no one was willing to admit it. Doug and Becky Neuman offered to put a Welcome Center at Ashland Hills, and that made better sense. Senator Alan Bates did not support the project and thought it was too costly and unneeded. Another concern was retaliation from ODOT if the project was not approved.

Ginny Porter/1033 Oak Knoll/Asked Council to deny the extension. This was a negative investment for Oregon and was an insane idea. Anyone who thought it made sense did not know the facts or wanted to please some external entity. It was an absolute death trap and numerous deaths would happen. This was a multimillion-dollar dinosaur with costly overhead that would be ongoing. Ashland had a lot at stake. Council had the power to avoid a colossal mistake for the community.

Alex Sol/761 Salishan Court/Explained he got his travel information using his cell phone. The notion that somehow people would magically stop at this Welcome Center and boost the economy because it was there in the middle of a residential community was madness. Transients would park there at night and have a clear path to homes in the Oak Knoll neighborhood. When he traveled he intentionally avoided Rest Areas because they were dirty, smelled bad, attracted crime and homeless people. He was incredulous the City would allow a rest area so close to Ashland. Rest Areas held a threat of accidents,

attracted criminals, murders, sexual assaults and was upset Council would bring that to the community.

Sue Lawrence/518 Crowson Road/Shared a newspaper article about the drought and could not understand how the City would give away this water. The current drought situation could be the new normal. Once Council made that decision they could never take it back. Mt. Ashland had no snow pack. She lived across from the Rest Area. She used Tolman Creek for irrigation and often it ran dry. She thought ODOT would use all the irrigation water and deplete the supply. Council was elected by the people of Ashland and needed to serve the people and not give their water away. This was a bad choice and she did not want it in her backyard.

Steve Lawrence/518 Crowson Road/Attended the Jackson County planning meeting when ODOT received TID water rights. ODOT purchased them from Arrowhead Ranch at the Phoenix interchange. This was on the wrong side of the valley and not the same ditch. His questioned how ODOT would drip irrigation lawns. His had safety concerns. They had many vagrants and homeless people wandering in the Crowson Mill site, this would attract even more. The fence was on the east side and his property was exposed. Someone should be at the Welcome Center at night seven days a week.

Jeanette Larson/1042 Oak Knoll/Explained as a therapist she worked with drug addiction and shared concern drug trafficking would increase once the Welcome Center and Rest Area was built. Using rest areas to purchase drugs was an easy way to obtain them. Another constituency was sex trafficking at the facility. Teenagers would find their way to the Rest Area and suggested Council send the facility to another location.

Sharon Miranda/488 Crowson Road/Lived the closest to the Welcome Center and Rest Area and it would affect her greatly. The community needed time to process the information and she hoped Council would extend the meeting. There was no guarantee spending would increase in Ashland. People who stopped at the rest area to use the bathroom would not stop in Ashland. The community near the facility would be impacted very negatively. If something went wrong she wondered who would she sue, the state or the City of Ashland because Council refused to take into consideration the impact on local residents. They heard earlier in the meeting about hundreds of cases of sex trafficking in Oregon, the facility provided another way for that to happen. She expressed concern for Tolman Creek, the wetlands, potential washouts and floods and requested a current environmental impact study.

Jerry Stein/806 Cypress Point Loop/Provided additional history on the Welcome Center and Rest Area. It was a good idea 16 years ago but not now. People accessed information about local services through their phones and laptops eliminating the need to stop at a Welcome Center. Instead of going to the Rest Area to use the bathroom travelers could drive an extra mile to Exit 14 where there were plenty of opportunities to use a restroom. He pointed out other bathroom options over a sixteen-mile stretch on the interstate. It was ludicrous to think a rest area was needed at that location.

Lois Langlois/815 Cypress Point Loop/Attended meetings regarding this project over the last seven years. Ashland was in a drought situation and this was a good opportunity for Council to reconsider if it was a wise decision four years ago to offer Ashland's water to an external agency. The community near the Welcome Center site wanted the same quality of life others in Ashland had. Council was their last resort to protect their values and quality of life as Ashland citizens. They were counting on Council to do the right thing.

Mayor Stromberg clarified the decision before Council was whether to extend water and sewer services to the proposed facility. Council had the ability to propose modifications to the agreement with ODOT. Mr. McGeary further clarified the decision to extend water was made and the choice now was whether to waive the four year requirement in the June 2011 order. He suggested adding the following language to

the resolution under Section 2 “As to Section B 1-6 of this resolution, and except as modified by Section 1 above, the order shall remain in full force and effect.”

Councilor Voisin/Seffinger m/s to not approve the Resolution.

Councilor Lemhouse raised a point of order to ask by not approving the resolution Council could change the agreement already made or deny the request to change the agreement. Mr. McGeary clarified Council could add other conditions to the resolution.

DISCUSSION: Councilor Voisin did not want an extension to the agreement because there were many safety issues that were not addressed. Water was a huge issue for her. She also had not seen any financial figures or background on how the facility would be financed and ongoing maintenance. Councilor Seffinger was concerned about the drought and TID water in the future, safety, and how the residents felt.

Mr. McGeary explained Council had given public notice to change the time on the extension and had not given public notice about changing the agreement and reconsidered his previous response. Council could not make changes unless they wanted another meeting. It would involve reviewing criteria in Resolution 1997-27 that allowed water outside city limits and he did not have that information for this meeting.

Councilor Voisin raised a point of order, expressed concern regarding the Assistant City Attorney’s comments, and questioned why the motion was no longer valid. Mayor Stromberg clarified Councilor Voisin’s point of order intended to challenge the Assistant City Attorney’s ability to invalidate the motion. Mr. McGeary responded the motion was valid but discussion regarding the criteria was outside the notice of the meeting and therefore not appropriate. Councilor Voisin changed her explanation and disagreed with any extension. Mayor Stromberg indicated that Councilor Voisin did not have the floor. Mr. McGeary further clarified Council could discuss irrigation in a separate motion.

Councilor Seffinger revised her statement and commented ODOT should not receive the extension because their time was over. Councilor Lemhouse had not supported the agreement in the past. The City had not violated the agreement and the appeals done by the citizens were within their right. He was not compelled to support the agreement at this time.

Councilor Morris thought it was bad policy to vote for the motion. In land use process, timeline extensions occurred often. In this case many of the appeals against the project were unfounded. He would not support the motion. It set precedence that anytime someone did not like something, he or she could start fruitlessly appealing until the clock ran out. Alternately, all the other criteria in the resolution still applied and voting against the resolution would vote down that criteria.

Councilor Marsh reviewed the video of the meeting that determined the four-year timeline. It was a last minute addition and an effort to ensure the applicant did due diligence moving forward. She observed ODOT was moving forward diligently whether or not the public liked the project. ODOT had obtained approvals, were in the process of beginning construction, and had staffed the Welcome Center. The four years was not predicated on anything but a good idea at the last minute.

Councilor Rosenthal/Morris m/s to lay the matter on the table.

City Recorder Barbara Christensen indicated it was 10:30 and the meeting was now over. Motions on the table at this point were dead. The matter would automatically continue to the next meeting without the motions Council had made.

2. **First reading by title only of an ordinance titled, "An ordinance establishing guidelines for film and media productions and repealing AMC 6.36"**

Item delayed due to time constraints.

UNFINISHED BUSINESS

1. **Continued discussion of proposed ordinance updates**

Item delayed due to time constraints.

OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

ADJOURNMENT OF BUSINESS MEETING

Meeting was adjourned at 10:30 p.m.

Barbara Christensen, City Recorder

John Stromberg, Mayor

**MINUTES FOR THE REGULAR MEETING
ASHLAND CITY COUNCIL
February 17, 2015
Council Chambers
1175 E. Main Street**

CALL TO ORDER

Mayor Stromberg called the meeting to order at 7:00 p.m. in the Civic Center Council Chambers.

ROLL CALL

Councilor Voisin, Morris, Lemhouse, Seffinger, Rosenthal, and Marsh were present.

MAYOR'S ANNOUNCEMENTS

Mayor Stromberg announced the City was accepting applications for annual appointments to the various Commissions and Committees. The deadline for applications was March 20, 2015. There were two vacancies on the Budget Committee as well.

APPROVAL OF MINUTES

The minutes of the Study Session of February 2, 2015, the Business Meeting of February 3, 2015, and the Joint Meeting with the Parks Commission of February 11, 2015 were approved as presented.

SPECIAL PRESENTATIONS & AWARDS

1. Semi-annual update from the Ashland Community Resource Center

David Mulig, director of Support Services for ACCESS and Leigh Madsen the manager for the Ashland Community and Resource Center (ACRC) provided the update on ACRC, a collaborative effort from ACCESS and Options for Homeless Residents of Ashland (OHRA). To date, ACRC used \$55,529.72 of the \$100,000 provided by the City of Ashland. ACRC raised and received grants for an additional \$20,000 and several organizations and agencies contributed over \$13,500 in services to the Center. Mr. Madsen explained the Center served 600 individuals over the past year, 350 were homeless. ACRC housed 29 families. He shared three client stories that demonstrated the unique ways the Center helped community members over the past year.

Next steps included a second year budget revision and fundraising. Grants enabled ACRC to hire Mr. Madsen as a full time employee that would extend Center hours. Other grants would contribute to the jobs program.

Mr. Madsen addressed transition housing and explained housing in Ashland was incredibly unaffordable and often failed to meet the reasonable standard set by the federal government. He thought it would take a consortium that included the Housing Authority of Jackson County, ACCESS, and other agencies to look at what it would take to have units in Ashland that people could afford. Mr. Mulig added ACCESS did have a housing department and owned and managed affordable housing throughout Jackson County.

ACRC provided services to housed families that included vouchers for clothing and vehicle repair, and rent assistance. One issue was making housed families that were struggling aware of the Center and services available to them. The Center held a Fall Fest event specifically marketed to homed families struggling to keep their homes that was very successful and planned another event for spring.

PUBLIC FORUM

Huelz Gutcheon/2253 Hwy 99/Added to testimony he gave at the January 6, 2015 and February 3, 2015 Public Forums regarding the proposed Ashland Renewable Energy Acquisition Department consisting of three de-carbonizing divisions, City Policy Procurement Generators, a Home Energy Upgrade Program, and the Structural Body Community Center. The Structural Body Community Center will have the best zero net

energy generation design to construct a mixed-use retail shop downtown with a solar roof. He explained the shop would have an interior display cutaway of the R70 wall assembly, and a functional model of the automatic window coverings. An animation of the solar roof voltage switching options for space heating, electric vehicle charging, or both and views of the utility room tracing the air to water heat pump in various water tank heat tank battery mode and real time see-through fresh air heat recovery ventilator showing air movement through transfer channels which can be adjusted. The floors above would be overnight accommodations. The roof would have various attic configurations on display as well. He referred people to view a video on YouTube titled Structural Wattage for more information. Global warming solutions were here and everyone needed to learn them quickly.

CONSENT AGENDA

1. Minutes from boards, commissions, and committees
2. Request for approval of AFG SAFER Grant application through the Department of Homeland Security

Councilor Morris/Rosenthal m/s to approve Consent Agenda items. Voice Vote: all AYES. Motion passed.

PUBLIC HEARINGS None

UNFINISHED BUSINESS

1. Approval of a resolution titled, "A resolution of the City Council approving an Oregon Department of Transportation request to the City of Ashland to extend water and sewer service to the Siskiyou Welcome Center and Rest Area facility located outside the city limits of Ashland and repealing Order No. 2011-June," and approval of an intergovernmental agreement with ODOT for the provision of water and sewer service to the Siskiyou Welcome Center and Rest Area

Mayor Stromberg explained at the end of the last meeting time ran out during deliberation on a motion regarding the Welcome Center and Rest Area. The item continued to this meeting and the motions under consideration fell to the floor and were no longer a part of the agenda item.

City Administrator Dave Kanner explained Ashland was not the land use approval agency in this matter. Jackson County was the approving agency and had already granted land use approval to the project. The approval went through multiple appeals and survived them all. The decision before Council was not to approve or disapprove the land use. The City of Ashland agreed in 2011 to extend water and sewer service to the Welcome Center and Rest Area with a contingency the project completion occurred within four years. The question before Council was whether to lift that contingency. If the Council decided to lift the contingency, the Oregon Department of Transportation (ODOT) needed to negotiate an intergovernmental agreement (IGA) with the City. Council could seek to include assurances about many of the issues raised at the February 3, 2015 meeting in the IGA including security, landscaping, and staffing.

If Council decided not to lift the four-year completion contingency or reject the negotiated IGA, the City would not extend water to the project. That would not necessarily stop the project. It meant ODOT upper management would have two options. One, they could identify another source of water and build the Rest Area possibly with or without a Welcome Center. That would require them to seek a modification of their conditions of approval from Jackson County that could lead to a new round of appeals and delays. The second option, ODOT could abandon the notion of replacing the closed Rest Area altogether and face whatever consequences the Federal Highway Administration (FHWA) might impose, assuming the FHWA would allow ODOT to do that. The possibility of moving the Rest Area to a different location meant ODOT would write off \$2,000,000 already vested in the project.

Council could discuss whatever it wanted to discuss but the City adopted criteria upon which it relied to determine whether to allow water connections outside city limits. Straying beyond those criteria as a basis

for a vote on the matter would be legally problematic. Many issues raised during the February 3, 2015 meeting were best addressed during the IGA negotiations. However, if Council voted not to lift the four-year contingency, the IGA and discussion of what might be included in an IGA was moot.

Councilor Voisin questioned why there was no public input when there was new information regarding the reason why ODOT failed to meet the four-year requirement. Citizens had responded to the new information claiming there were delays directly related to ODOT not just citizens delaying a process. Assistant City Attorney Doug McGeary clarified it was Council's prerogative to determine the scope of the discussion. The Mayor could allow people who had testified earlier to speak on a fact they had knowledge of regarding the resolution and not stray from that topic. Councilor Rosenthal noted the timeline in question was part of the February 3, 2015 meeting packet at which point people had the opportunity to comment during the public testimony period. Councilor Voisin responded Council comments during that meeting were slightly off target and should have focused on that chronology. Mayor Stromberg ruled that people who spoke at the February 3, 2015 could speak to the timeline. No one was interested in speaking to the timeline.

ODOT Project Manager Tim Fletcher explained ODOT was in the process of completing the design for the site civil piece that would address parking lots and ramps. The second phase would include the buildings. They wanted to bid the project for the site civil piece June 2015. The contractor would decide which building to build first. ODOT already had sewer rights from the previous rest area located at milepost 10 established in 1975 that extended to Exit 14. ODOT would use that line with the new facility. They had Talent Irrigation District (TID) water rights for irrigating the landscape as well.

ODOT Area Manager Art Anderson addressed what might happen if ODOT did not build the Siskiyou Welcome Center and Rest Area. ODOT received funding through federal and state gas tax dollars. The original Rest Area was well used but in a bad location. The FHWA looked at Rest Area locations in terms of passenger safety and attempted to space them 30-60 miles apart. There was a significant need for a Rest Area in that location and the FHWA could withhold federal interstate maintenance funds from ODOT if they did not comply. The FHWA did not take into account businesses as potential Rest Areas and looked to independent facilities to fulfill those needs. Councilor Lemhouse expressed concern regarding the FHWA's ability to withhold funds as a punishment for not complying on projects. Mr. Anderson clarified the federal government had expectations of the individual states like mandatory interstate maintenance and used funding appropriately for compliance. The federal government had the authority to direct state transportation departments regarding maintaining and operating the interstates. ODOT would have to use state dollars to maintain the interstate fully instead of using federal funds in the event the FHWA withheld federal dollars for non-compliance.

If the City did not extend water and sewer rights for the Welcome Center and Rest Area, ODOT would research options. The federal government mandated Rest Areas and ODOT could end up building one without a Welcome Center. He confirmed ODOT did not staff Rest Areas other than cleaning and garbage. Oregon Travel Experience maintained Rest Areas throughout the state.

Rest Areas every 30-60 miles was a guide established by the American Association of State Highway and Transportation Officials (AASHTO). The site civil project would take approximately nine months and the buildings another 10 months depending on weather. Both projects would overlap.

Assistant City Attorney Doug McGeary confirmed ODOT had the infrastructure to obtain sewer and would require a renewal of the permit. Public Works Director Mike Faught added in 2011, staff determined the City would allow ODOT to reconnect to the sewer system since they had the previous connection. He confirmed the City had the capacity to extend water and sewer to ODOT. The amount was equivalent to 3.7 homes. The Water Master Plan annual population growth forecasted an increase of 561 with an actual increase of 217. The Plan also anticipated more droughts in the future. The City's capacity to provide water to this facility had not changed. If the IGA had a 100-year term, the City would provide no more than 1,400

gallons of water per day. That amount would not change over time.

Councilor Marsh/Rosenthal m/s to approve Resolution 2015-03. DISCUSSION: Councilor Marsh spent that last two weeks reviewing some of the thousands of pages of testimony regarding this issue on file in Jackson County. Four years ago, Council set forth findings based on criteria for approving the extension of sewer and water to this site. Council needed to determine if the criteria was still valid and if so, were there grounds for extending, suspending, or amending the four-year deadline. The conditions were still valid. ODOT complied and met the criteria. Mr. Faught confirmed the City still had the capacity to extend sewer and water to the site. She did not see any grounds in the criteria for not extending. She watched the video from the 2011 meeting establishing the four-year limit. Council added the four-year deadline to the motion at the last minute to keep ODOT diligent. Over the past four years, the project had moved forward. She suggested adding a new deadline for a one-year extension for the start of the project.

Councilor Rosenthal explained Council did not have the ability to prevent construction of a building. Faced with the prospect an unsupervised Rest Area or a supervised Welcome Center and Rest Area the latter was the safest option. The best approach was negotiating the IGA. Councilor Morris would support the motion. Given the constraints Council had to operate, this was the only motion to make. The ODOT Rest Area would happen either way. Councilor Seffinger felt for the community and the safest vote for the community was supporting the motion and ensuring safety measures in the IGA. It was far safer than a facility with no supervision at all.

Councilor Lemhouse was against the project for six years and thought the tourist and economic benefits were exaggerated. There would be negative impact on Ashland with this project. He could not recall a single issue so unanimously rejected by so much of the community and felt the community was ignored by the county, state, and federal governments. The City of Ashland did not violate the agreement. He thought the same issue with the federal government would come back during the IGA. He would vote against the motion. Councilor Voisin would also vote against the motion. ODOT had four years to complete the project, and did not. The four-year limit was seriously set, Council knew what they were doing, and ODOT did not do their due diligence. She rejected the argument the delays were caused by the citizens appealing the project. The citizens expressed their serious concern per their rights. Mayor Stromberg added Council was aware of the public's concerns and took them seriously. Extending the water and sewer would allow the City to negotiate the IGA. If negotiations failed the City would not supply water.

Roll Call Vote: Councilor Marsh, Rosenthal, Morris, and Seffinger, YES; Councilor Voisin and Lemhouse, NO. Motion passed 4-2.

Council suggested a Study Session to discuss the IGA and wanted the following elements considered in the IGA:

- Perimeter fencing
- Site security: surveillance, fencing, crime deterrents, consistent presence at the site, police presence
- Crowson service road gated and fenced
- Amount of staff at the Welcome Center
- Water curtailment
- Maintain landscape and facility appearance
- Background checks on personnel
- Pesticide use on grass – no Roundup
- Fire retardant roofing material on the buildings
- Establish a process to monitor 1,400 gallons of water per day with penalties for exceeding usage
- Monitor City water to ensure it is not used for irrigation
- Build the Welcome Center before the Rest Area or at the same time
- Water not supplied until construction for the Welcome Center is complete
- Establish a two-year dead line to complete construction instead of 10 years

- Annual reports from the Public Works Department on water and irrigation usage
- Ensure there are accommodations for volunteers or community groups to provide coffee
- If ODOT transfers maintenance responsibility to Oregon Travel Experience, they adhere to the IGA
- Explore the possibility of providing City water for a fire prevention sprinkler system
- Include the mutual right to terminate the agreement
- Provide a first aid station and a defibrillator
- Prohibit smoking within 20-feet of the site and provide cigarette butt containers
- Give the Ashland Chamber of Commerce and the Visitor Convention Bureau a prominent area that highlights tourism activities in Ashland
- Provide charging stations for electric cars
- Provide wifi

Staff would work with ODOT on what suggestions were viable and bring that information for Council to discuss at a Study Session. Council would submit additional suggestions to staff. The IGA would eventually go before a regular Council meeting for public input and further discussion.

NEW AND MISCELLANEOUS BUSINESS

1. Information on hanging flower baskets

Management Analyst Ann Seltzer explained staff identified twenty-eight light poles in the downtown along Main Street and Lithia Way for approximately 56 flower baskets. The maintenance cost for each basket through Four Seasons Nursery was \$300-\$330 per basket for a total of \$15,000-\$18,000. If the City purchased the brackets, it would reduce overall costs by \$50 per basket. If Four Seasons Nursery provided the brackets, they would own them and remove them if the City discontinued the service. Four Season Nursery would plant cascading petunias, water them daily, and deadhead, trim and fertilize them every week. The brackets would fit on utility poles if the City decided to expand. The recommended height of the basket was 12-15 feet. The program ran from early May through October. Maintenance cost \$1.23 per basket and approximately \$68 daily for all 56 baskets for a monthly cost of \$2,000 and \$12,300 of the total \$18,000 for the program. Initiating the program then discontinuing would cost \$5,600.

City Administrator Dave Kanner commented the \$18,000 for the program would be an intermediate procurement. Councilor Marsh added the Chamber of Commerce, and Barry and Katharine Thalden were interested in collaborating with the City with the Chamber of Commerce willing to fundraise for the cost of the flowers. The Thalden's were willing to pay for one third of the cost for the first year, leaving the City with only one third to pay. The City could use Transient Occupancy Tax (TOT) money, purchase the brackets, and transfer the balance from General Fund revenues. She addressed the drought and noted using 300 gallons of water a day for the baskets was a focused use of water and a way to make a tremendous impact on the downtown in a constrained way.

Councilor Seffinger questioned why the flower choice was petunias, whether they would be multi colored, and if the City considered using polymers in the soil. Ms. Seltzer responded the City did not choose petunias this was what Four Seasons Nursery provided through their program. She would find out if they used polymers in the pots. Mr. Kanner added the baskets in Central Point last summer were multiple colors. Councilor Seffinger thought mixed flowers presented a prettier image.

Ms. Seltzer clarified if the City purchased brackets the City was responsible for installation.

Councilor Lemhouse/Marsh m/s that Council direct staff to move forward on hanging flower baskets project. DISCUSSION: Councilor Lemhouse thought beautifying the downtown was vital to Ashland's economic and livability interests. The cost was not high and the plan Councilor Marsh shared mitigated costs for the first year. Councilor Marsh thought after the first year local businesses could get involved and help sustain the program over time. Councilor Morris thought it was a good program and expressed concern

the program would incur unseen costs. **Voice Vote: all AYES. Motion passed.**

2. 6th Quarterly Financial Report of the 2013-2015 Biennium

Administrative Services/Finance Director Lee Tuneberg explained the report covered the sixth quarter ending December 31, 2014. The City was in full compliance with the resolutions that established appropriations. The SDC Water Project showed an over expenditure and there were adequate funds in the Contingency to transfer and resolve the appropriation level. The City utilized \$1,000 of the Contingency. Staff would request adjustments from Council if needed.

Mr. Kanner addressed the difference in Intergovernmental Revenues budgeted for \$10,000,000 with a year to date of \$4,000,000. Grant funds were budgeted in the Capital Improvement Plan (CIP) for particular projects. If the grants did not come in, the revenue did not show in the statement but the money was still budgeted. If the grant came in, the City had the appropriation authority in the CIP to spend it.

Councilor Rosenthal/Voisin m/s to accept the sixth quarter financial report for the 2013-2015 biennium. DISCUSSION: Councilor Marsh commented staff needed to get this information to the Budget Committee before it came to Council so the Committee could provide input to Council. Mr. Tuneberg responded that was the intention. However, the report was written the week before and due to workloads and staff absences they were unable to send it earlier. **Voice Vote: all AYES. Motion passed**

ORDINANCES, RESOLUTIONS AND CONTRACTS

1. First reading by title only of an ordinance titled, "An ordinance establishing guidelines for film and media productions and repealing AMC 6.36"

Management Analyst Ann Seltzer explained the proposed ordinance would require a permit only for filmmakers that needed exclusive use of public property. This approach eliminated the need to exempt types of film production. The ordinance addressed two primary points, mandatory requirements for all filmmakers regardless of whether a permit was required, and permit requirements. Ms. Seltzer noted that Southern Oregon Film and Media (SOFAM) helped establish the guidelines. SOFAM helped filmmakers vet their project prior to moving into the regulatory process if needed.

Councilor Lemhouse/Morris m/s to approve First Reading of an Ordinance titled, "An ordinance establishing guidelines for film and media productions and repealing AMC 6.36."

DISCUSSION: Councilor Lemhouse thought the ordinance addressed his concerns of being overly regulatory and directed people to the right places and permits if needed. **Roll Call Vote: Councilor Marsh, Seffinger, Voisin, Lemhouse, Rosenthal, and Morris, YES. Motion passed.**

2. Approval of a resolution titled, "A resolution of the City Council of the City of Ashland allocating anticipated revenues from the transient occupancy tax for the biennium 2015-2017 budget and repealing resolution 2013-15"

Administrative Services/Finance Director Lee Tuneberg explained the resolution went along with the allocation and format identified in fiscal year 2012 and 2013 for the biennium. Council could estimate the proceeds from the Transient Occupancy Tax (TOT) and allocate it towards the state required amounts for tourism, 26.67% with the remaining going to non-tourism activities.

Councilor Marsh noted problems with the non-tourism part of the allocation and relying on percentages. This year anticipated a significant increase for the biennium in the TOT. Small grant funds would increase in the range of \$35,000 per year. She suggested putting the non-tourism funds into the General Fund that funded economic development and small grant programs and allow those programs to go through the regular budget cycle and make a case for an increase.

Councilor Voisin wanted the Budget Committee to attend a Study Session and review TOT allocations and the process.

Mr. Kanner addressed the \$110,000 set allocation amount for the Oregon Shakespeare Festival (OSF). Council changed the amount from a percentage to a set figure in 2010. Mr. Tuneberg confirmed Council could make a policy change regarding the allocation for OSF.

Councilor Voisin motioned that Council have the Budget Committee meet with Council in next month in a Study Session to review TOT for the biennium 2015-2017 budget. Motion died for lack of a second.

Councilor Marsh/Lemhouse m/s that the non-tourism portion of the TOT be placed 100% into the General Fund operations to be allocated through the Budget process. DISCUSSION: Councilor Lemhouse was concerned in the past with how much money the City gave away in grants. This would make it less automatic. Councilor Voisin's concern was not having enough money for the grants and would vote against the motion. Mr. Kanner explained Council could take this motion as an amendment to the motion and vote on the amended resolution. Mayor Stromberg would take the motion as an amendment to the resolution stated in the Council Communication. **Roll Call Vote: Councilor Morris, Rosenthal, Seffinger, Lemhouse, and Marsh, YES; Councilor Voisin, NO. Motion passed 5-1.**

Councilor Marsh/Lemhouse m/s to approve the tourism related portion of the TOT to be allocated as indicated in staff report. Roll Call Vote: Councilor Morris, Rosenthal, Seffinger, Lemhouse, and Marsh, YES; Councilor Voisin, NO. Motion passed 5-1.

3. First reading by title only of an ordinance titled, "An ordinance amending Ashland Municipal Code Chapter 2.04.030(B)(1), Agendas"

City Administrator Dave Kanner explained the amendment would clarify the right of a Councilor to place any item to any agenda with the caveat the Mayor could defer the item if the Mayor deemed it was not time sensitive or the agenda too full with the proviso the Mayor may not defer the item more than three months.

Councilor Rosenthal/Lemhouse m/s to approve First Reading by title only of an Ordinance titled, "An ordinance amending Ashland Municipal Code Chapter 2.04.030(B)(1), Agendas."

Roll Call Vote: Councilor Marsh, Lemhouse, Rosenthal, Voisin, Morris, and Seffinger, YES. Motion passed.

UNFINISHED BUSINESS Continued

2. Continued discussion of proposed ordinance updates, including request for discussion of an ordinance to prohibit outdoor marijuana cultivation in residential zones

City Administrator Dave Kanner and City Attorney Dave Lohman scored each one based on urgency and importance to create a prioritized list. If Council agreed on the ranking, staff would work their way down the list as time allowed. Currently staff was working on a list of ordinances Council already approved, one included the film and video ordinance. The short-term home rental would go before Council next meeting. Staff had draft ordinances for requiring dog licenses and vaccinations.

Additionally there were internal discussions from the Conservation and the Electric Departments whether the City should consider modifications to the utility rate structure for large-scale indoor agricultural operations. Beginning July 1, 2015 it would be legal to grow marijuana for personal use and January 1, 2016, the Oregon Liquor Control Commission would start licensing large-scale commercial marijuana production facilities. Last fall the City responded to six odor complaints all over town from people growing medical marijuana outdoors.

The City of Arcata CA experienced many problems with people growing marijuana in residential areas and had an extensive code section that dealt with the issue regulating indoor and outdoor grow operations. Another issue the City of Arcata experienced was people renting houses and converting them into

commercial indoor grow operations. They addressed this problem through electric rates and an ordinance that limited the use. Colorado adopted an ordinance that addressed the same issue. Mr. Kanner suggested Council look into an ordinance that placed reasonable time, place, and manner restrictions on the outdoor cultivation of marijuana in residential zones and create ordinance language prohibiting turning a residence into a commercial grow operation. The City of Arcata at one point had 635 houses empty and used specifically for growing marijuana. The City's Code Enforcement Officer suggested rather than prohibiting growing marijuana outdoors since Measure 91 limited four plants to one household, screened from public view, the City focus on large-scale operations. Staff could work on a land use ordinance similar to the keeping of chickens ordinance and apply it to medical marijuana grow operations. Additionally, the City should have an ordinance recognizing the legal right to grow marijuana but only if the grow is in a house that is the primary residence. Mr. Kanner was also interested in working with the Electric and Conservation Departments. Ashland was an attractive location due to the low electric rates. Large scale commercial grow operations required a lot of power and could push the city into Tier 2 rates.

City Attorney Dave Lohman confirmed Colorado was experiencing the same problem as Arcata regarding rentals. Colorado had large industrial areas and blocks of homes rented out for marijuana grows and was actually running out of industrial space.

Council supported the prioritized ordinance list, developing new ordinances regarding marijuana and giving the ordinances regarding marijuana higher priority.

OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

Councilor Voisin explained she did not attend the State of the City Celebration due to a prior commitment at Southern Oregon University. She thanked Executive Secretary Diana Shilet for her incredible efforts organizing the event. Councilor Marsh added the 2016 State of the City Celebration was already reserved the room for January 26, 2016.

City Administrator Dave Kanner explained he would attend the Oregon Liquor Control Commission (OLCC) regional listening session regarding their rule making for legal marijuana in Ashland February 18, 2015. Part of the regulations would create energy efficiency standards for commercial indoor growing operations. Council supported Mr. Kanner attending and state support for energy efficiency standards.

City Administrator Dave Kanner explained he would attend the Oregon Liquor Control Commission (OLCC) in Ashland February 18, 2015 for a regional listening session regarding their rule making for legal marijuana. Part of the regulations would create energy efficiency standards for commercial indoor growing operations. Council supported Mr. Kanner attending and stating City of Ashland support for energy efficiency standards.

Mayor Stromberg asked Council for input regarding the new seating arrangement. Council was fine with the configuration. Councilor Lemhouse suggested moving the Recorder's position down to allow the City Attorney and City Administrator to sit to the right of the Recorder's station. Mr. Kanner responded the IT Department could not move the Recorder's station. The equipment involved required a fixed station. Councilor Lemhouse accepted the explanation but thought if they wanted it moved staff should be able to do it. Mayor Stromberg agreed and would address the seating arrangement and the Recorder's station with Council after a couple more meetings took place.

ADJOURNMENT OF BUSINESS MEETING

Meeting adjourned at 10:03 p.m.

Dana Smith, Assistant to the City Recorder

John Stromberg, Mayor

**MINUTES FOR THE REGULAR MEETING
ASHLAND CITY COUNCIL
April 7, 2015
Council Chambers
1175 E. Main Street**

CALL TO ORDER

Mayor Stromberg called the meeting to order at 7:00 p.m. in the Civic Center Council Chambers.

ROLL CALL

Councilor Voisin, Morris, Lemhouse, Seffinger, Rosenthal, and Marsh were present.

MAYOR'S ANNOUNCEMENTS - None

APPROVAL OF MINUTES

The minutes of the Study Session of March 16, 2015, Executive Session of March 17, 2015, and Business Meeting of March 17, 2015 were approved as presented.

SPECIAL PRESENTATIONS & AWARDS

The Mayor's proclamation of April 26 to May 2, 2015 as Independent Media Week in Ashland was read aloud.

PUBLIC FORUM

David Helmich/468 Williamson Way/Supported the partial development of the Imperatrice property for a solar park. The property could support 100 megawatts of solar power. Five megawatts would require 25 acres leaving the balance available for grazing, conservancy, recreation, and possible solar park module additions in the future. Five megawatts was the equivalent of 2,000 roof top residential installations. With land control and appropriate solar exposure, this project made financial sense. The City could lease the 25 acres to a private developer for 20 years. The developer would reap the tax benefits that would make the project work.

Andrew Kubik/1251 Munson Drive/Referenced a recent Council Corner article in the Ashland Daily Tidings written by Councilor Morris regarding the Ashland Climate and Energy Plan. He thought the solar park Mr. Helmich discussed could tie into the theme.

Albert Pepe/321 Clay Street/Addressed the 250-year old cottonwood tree on lower Clay Street. Council made a decision to remove the tree in the name of progress. He read from testimony he provided during a Planning Commission in the past regarding the tree. He urged Council and the City to review options and change the way the land was developed.

Louise Shawkat/870 Cambridge Street/Wanted the City to adopt a plan to reduce carbon emissions from automobiles. One way to achieve this was having a shuttle trolley that would travel between the two Interstate 5 Exits. The City needed to implement actions that supported short and long-term goals to reduce greenhouse gases.

Huelz Gutcheon/2253 Hwy 99/Provided a brief history on solar in Oregon.

Rebekka Swan/431 North Main Street/Explained malls and grocery stores played music to get shoppers to buy more items and proposed having something similar only with street musicians playing in specific areas and times to enhance the atmosphere and potentially boost sales in the general area.

CONSENT AGENDA

- 1. FEMA Fire Protection & Safety grant application**
- 2. Contract with SHI, Inc. for Microsoft Office 365**
- 3. Confirmation of Mayoral appointment of an Interim Police Chief**
- 4. City forestlands prescribed under-burning**
- 5. Letter of Support for Proposed Cascade-Siskiyou Scenic Bikeway Designation**

Councilor Lemhouse pulled Consent Agenda item #3 regarding the appointment of Deputy Police Chief Tighe O'Meara as the Interim Police Chief. Deputy Chief O'Meara shared his 23-year experience as a police officer, the majority of that time in Detroit MI and the past five years in Ashland. Councilor Lemhouse noted Deputy Chief O'Meara's background and educational experience as well.

Councilor Lemhouse/Rosenthal m/s to confirm the Mayor's appointment of Tighe O'Meara as Interim Police Chief for the City of Ashland. Voice Vote: all AYES. Motion approved.

Councilor Rosenthal/Seffinger m/s to approve the remaining Consent Agenda items. Voice Vote: all AYES. Motion approved.

PUBLIC HEARINGS (None)

UNFINISHED BUSINESS (None)

NEW AND MISCELLANEOUS BUSINESS

- 1. Request from Public Art Commission for increase of funds for a public art beautification project along the theater path from East Main Street to the Thomas Theatre**

City Administrator Dave Kanner explained one of the priority projects identified by the Downtown Beautification Committee last year was a public art installation along the blank wall on the walkway from East Main Street to the Thomas Theatre. The Downtown Beautification Committee allocated \$18,000 for the project as a guess. The Public Arts Commission reviewed the project, realized the amount was not enough, and recommended increasing the Transient Occupancy Tax (TOT) allocation to \$75,000. The money was available because the City exceeded projected TOT collections in the current biennium.

Public Art Commission Chair Margaret Garrington added the Commission endorsed the recommendation by the Downtown Beautification Committee. The location was highly appropriate, visually accessible, a prime location for public art, and supported the goals of the Public Art Commission and Council. The artwork would encourage walkway use and lighting would enhance the area at night.

Typically, 20% of the funding went to the artist award. The remaining 80% went towards materials, fabrication, and engineering. The piece the Public Arts Commission would place in the area would require a substantial amount of planning, engineering, and construction. The Commission would determine whether the \$75,000 allocation was enough once they started receiving proposals from artists.

Mr. Kanner was not aware of any current or future grants available. Ashland had historically regarded the downtown district as tourism related and used TOT funds for improvements that included public art and beautification. It was a legitimate use of TOT. Chair Garrington added the Commission did apply for a grant through the National Endowment of the Arts who explained that Ashland was not at the level needed to receive grant money.

Councilor Marsh/Voisin m/s to refer the request from Public Arts Commission for an adjusted budget to the Downtown Beautification Committee. DISCUSSION: Councilor Voisin thought this was an appropriate move because there might be other needs for the capital monies the Downtown

Beautification Committee may have and this was a fair way to use this money. Councilor Lemhouse did not recall much discussion regarding the monetary breakdown of available funds by the Downtown Beautification Committee, the drive was the recognition these things should be done. Changing the amount would not necessarily change the Committee's mind. Mr. Kanner added the City paid a landscape architect to estimate costs for the different projects identified by the Downtown Beautification Committee. The Committee originally recommended \$40,000 for the project and after receiving estimates for the other projects, reduced the amount because that was what was available.

Councilor Seffinger wanted to know if the walkway was the most important place to invest that type of money into public art. Chair Garrington responded it was in the center of town, very visible and much used. Councilor Voisin raised a point of order regarding questions during deliberation. City Attorney Dave Lohman clarified it was up to the Mayor and Council could always question the Mayor's decision regarding a point of order. Mayor Stromberg decided the context of the response from Chair Garrington was legitimate.

Councilor Rosenthal concurred with Councilor Lemhouse and Chair Garrington. The Downtown Beautification Committee vetted the location for the project and this was a resource allocation question. There were resources available for the Committee or Council to allocate other projects going forward. He supported the Public Art Commission's recommendation. Councilor Morris supported allocating the \$75,000. The original \$18,000 estimate was obviously not accurate.

He would not support the motion. **Roll Call Vote: Councilor Marsh, Seffinger, and Voisin, YES; Councilor Rosenthal, Lemhouse, and Morris, NO. Mayor Stromberg broke the tie with a NO vote. Motion failed 4-3.**

Councilor Lemhouse/Rosenthal m/s to approve a total of \$75,000 to commission public art for the walkway between East Main Street and the Thomas Theatre. DISCUSSION: Councilor Lemhouse explained during the discussions regarding the project, the Public Arts Commission intended to invite the Downtown Beautification Committee and the Historic Commission to provide input on the bidding process for the project. **Roll Call Vote: Councilor Rosenthal, Lemhouse, Morris, Marsh, Seffinger, and Voisin, YES. Motion approved.**

2. Review of BN 2015-2017 Capital Improvement Program and BNs 2017-2019 and 2019-2021 projects in concept

Engineering Services Manager Scott Fleury shared highlights of projects completed by the Public Works Department that included the primary phase of the Talent Ashland Phoenix (TAP) Intertie line, the Calle Guanajuato waterline improvement, miscellaneous concrete and safety improvements, sediment removal for the East and West fork reservoirs, and security improvements at Hosler Dam. Projects in process was the Walker Avenue Railroad Crossing, the Oak Street Railroad Crossing, overplay projects and the effluent outfall relocation study for the Waste Water Treatment Plant. Future project highlights were the new water treatment plant, the Crowson II storage reservoir, piping the Talent Irrigation District (TID) canal from Starlight Street to Terrace Street, and the Nevada Street connection. Another major capital project was finishing the engineering and construction of a new oxidation ditch at the Wastewater Treatment Plant. Once staff finalized the mixing zone and effluent outfall relocation, they will work on scoping the water-shading project. This would include a compliance schedule for construction related activity.

Parks & Recreation Director Michael Black explained the Parks and Recreation Department completed the concrete bridge in Lithia Park, repaired the inner shelter, purchased and installed the ice rink cover then acquired the needed permits. Oak Knoll Golf Course projects included completing redoing green number 9, some drainage projects, and the netting on the driving range. Staff planned to replace the netting along Highway 66 over the next biennium. The Parks & Recreation Department made various

improvements to the Senior Center. The grand opening for Ashland Creek Park would occur in May. They would upgrade the splash pad for Garfield Park over the next biennium. During the next year, some Parks and Recreation offices would move to The Grove. A new project was the Daniel Meyer Pool bubble the Ashland School District would use for training year round. The Trails and Open Space Comprehensive Plan update was a priority by the Parks Commission.

Several Parks and Recreation Department projects went over budget that diverted funds from the Butler-Perozzi Fountain restoration project. There was \$70,000 allocated to rehabilitate the fountain but the project would cost more. Staff intended to go out on a public campaign to raise additional funds for the project.

IT/AFN/Electric Director Mark Holden explained over the past year, the Electric Department completed the Calle Guanajuato project, reconfigured the Oak Knoll substation, and the Ten Year Planning study. Over the next biennium, the Electric Department would finish replacing a feeder from Oak Street to City Hall, and complete studies of the Mountain Avenue substation for potential purchase in the future. Ashland Fiber Network (AFN) also participated in the Calle Guanajuato project and completed half of the internet project from the strategic business plan with full completion next year. The Electric Department completed eight of the nine projects they identified, AFN completed three of three, and Information Technology completed two of two.

Mr. Fleury noted an upcoming Study Session would clarify current Street User fees and projections needed to accommodate an appropriate overlay and street maintenance program for the Street Division. He would verify vehicle information regarding police vehicle number 569 with the Fleet Division and provide changes to that information to Council.

The major capital projects for Public Works in the biennium were the new treatment plant, the Crowson II Reservoir, the Nevada Street bridge, and the oxidation ditch. Wastewater projects were in the final stages of obtaining a state revolving fund loan for the oxidation ditch and priority pipeline projects. Staff had not finalized the funding mechanism for the water projects and would meet with a state revolving fund representative soon. The City attained a \$1,500,000 grant through the state for the East Nevada Street bridge project and there was an 18% System Development Charge (SDC) portion of \$1,000,000 with a remaining \$2,900,000 needing funding. Staff was looking at additional grant money or assistance through the state to fund that difference. Public Works Director Mike Faught further explained the City now had \$1,500,000 and \$1,000,000 in SDCs. The City would borrow the remaining funds and in the interim look for other sources. Mr. Fleury explained the Public Works Department had five-year Water Master Plan and Sewer Master Plan updates in the proposed budget and if approved, staff would obtain consultant services to update and review the plans.

Councilor Morris/Marsh m/s to approve the biennium 2015-17 budget capital improvement program for all departments. DISCUSSION: Councilor Marsh asked that the Planning Commission review the Public Works piece for informational purposes. Councilor Voisin wanted to ensure the Transportation Commission reviewed the projects as well. **Roll Call Vote: Councilor Marsh, Morris, Seffinger, Voisin, Lemhouse, and Rosenthal, YES. Motion approved.**

3. Approval of cooperative improvement agreement with ODOT concerning Siskiyou Welcome Center and rest area

City Attorney Dave Lohman explained he was a member of the State Transportation Commission and would not participate on this item.

Assistant City Attorney Doug McGeary submitted a letter from Travel Oregon into the record in lieu of them being present. One of the items Council requested was a daily eight-hour minimum for staffing the

Welcome Center. Travel Oregon and the Oregon Department of Transportation (ODOT) could not ensure that coverage. Travel Oregon indicated welcome centers were open seven days a week May through September and anticipated the new one would as well. During October through April, staff hours were established based on visitor demand.

ODOT and Travel Oregon agreed to the majority of revisions proposed by Council. Items the state could not commit was having construction complete in two years, giving the City authority to enforce the lease, or provide a specific area for the Ashland Chamber of Commerce to promote Ashland tourism. Travel Oregon did not have authority to conduct background checks.

According to Ashland Fire and Rescue, the 2-inch waterline currently in place was sufficient and ODOT would not increase the pipe to 2.5 inches. An interior sprinkler system would cost \$450,000 and the state would not install one due to the expense. The buildings would be constructed from fire retardant materials, sit on a concrete slab surrounded by a concrete terrace and parking lots with a 22,000 gallon water tank nearby. A video system would provide a feed to the 911 Center.

ODOT Area Manager Art Anderson made a correction to the sprinkler system estimate explaining it was \$250,000 instead of \$450,000 and not within ODOT's budget. ODOT Project Manager Tim Fletcher confirmed construction for the welcome center and rest area would happen at the same time. ODOT had the funding to complete the entire project. The project had two phases. The first phase included the site civil work to construct roads, parking lots and add utilities. The second phase would build both buildings. The majority of funds for the project came from federal and state gas tax dollars. Gas tax dollars would fund 50% of the Welcome Center and the remaining \$1,500,000 would come from an agreement with the City of Medford.

Mr. Fletcher addressed the Council request to add a 2-inch row of barbed wire on the security fence since it would be six-feet tall instead of eight-feet. Jackson County had specific security fence requirements and approved the use of a six-foot chain link fence black vinyl coated. Mr. Anderson further explained it took time to get the planning actions approved with Jackson County and changes required going back to the County and was subject to appeal. Mayor Stromberg added that anyone could walk up the interstate or the exit road to gain access to the site. The fence provided security for authorized personnel going through the gate to the access road. It would not keep people out. The Ashland Police Department would have full access to the site and the code for the security gate.

ODOT knew how long the project would take to build. The non-committal to a timeline had to do with potential unknowns and the recent response to the extension request for the project. Travel Oregon operated the Welcome Centers in the state and had a 30-year lease. ODOT would run the rest area in perpetuity. In the event where ODOT could not support the rest area, another entity would take over the management.

The close circuit camera feed would go to the Travel Operation Center next to the Oregon State Police (OSP) facility. ODOT currently provided surveillance feed to the 911 Center for the City of Portland. This service was not available to southern Oregon at this time but would be in the future.

Interim Police Chief Tighe O'Meara explained it was not realistic to expect the Ashland Police Department (APD) to monitor the surveillance camera at the Welcome Center and Rest Area. Having the ability to access and search the feed or check in as needed would be beneficial. OSP patrolled rest area facilities. APD could also patrol the area to a limited extent due to staffing resources.

Sue Lawrence/518 Crowson Road/Voiced concern regarding construction and use of the access road that was 150-feet from their driveway. After the last meeting she talked to Councilor Morris who assured

her signing the extension would give the City opportunity to make binding restrictions and stipulations to ODOT in the intergovernmental agreement (IGA). This was not being done. She wanted fencing on the west side of the highway. ODOT could not commit to finish the project within two years. She questioned why anyone was even contemplating building a welcome center that would be outdated when completed. The Medford Chamber of Commerce had lost interest in the project and now ODOT had removed the proposed commitment highlighting tourism in Ashland. Staffing was better addressed on the original IGA. She did not feel Council was taking care of the residents.

Travis Christian/534 Crowson Road/Lives across from the proposed Welcome Center. The Welcome Center and Rest Area would be built on ODOT's terms. He questioned what Ashland would actually get from the project. The residents knew it was coming but wanted it done in a way that benefited Ashland. The requests in the intergovernmental agreement were reasonable. He asked Council to fight for the taxpayers on Crowson Road and in the Oak Knoll neighborhood.

Steve Lawrence/518 Crowson Road/Lived in close proximity to the Welcome Center and Rest Area and wanted fencing on both sides of the interstate. The original agreement required a staffed Welcome Center. He did not care about the lease agreement between ODOT and Travel Oregon. ODOT was responsible for staffing the facility. The 22,000-gallon water tank was now for fighting fire when it was supposed to be used to supplement irrigation water for watering plants. ODOT was not even taking Council's concern regarding smoking seriously. Water in the area will dry up this summer and there will not be any irrigation. One cigarette would ignite the land like the Oak Knoll neighborhood fire. Council needed to standby their recommendations to ODOT. He wanted Council to reject the proposed IGA.

Allen Walters/775 St. Andrews Circle/What would happen if ODOT used too much water. He thought the Welcome Center and Rest Area would use more water than four residential homes. What will ODOT use for water when the Talent Irrigation District (TID) shuts down? Will taxes go up again if the facility overburdens the water treatment plant? How will the public know how much water was used and how much sewer was going into the water treatment plant. The Rest Area would not be able to conserve water during the drought and asked if Council would shut it down if drought occurred. Ashland Police would not come to the area since it was outside city limits. He encouraged Council to stand up to ODOT.

Steve Stolzer/1120 Oak Knoll Drive/Directed his remarks at the four Councilors that voted for ODOT to go forward with the project. He was told one of the reasons a Councilor voted yes was to exercise some control to protect the neighborhood. He read items in the intergovernmental agreement (IGA) that ODOT would not commit to or provide and questioned how Council could approve the IGA now.

Mr. McGeary explained the letter Travel Oregon sent was a letter of intent and would contact them and attach it to the IGA as an addendum. Compliance was in the terms of the agreement. There was a way to monitor usage. If ODOT went over 200 cubic feet of water per day, a discussion would ensue, and the City could shut down the facility. Ashland water curtailment measures applied to the Welcome Center and Rest Area. The City would not be able to enforce the agreement between ODOT and Travel Oregon. Travel Oregon did agree to add the defibrillator, the first aid kit, and access to charging services. There was nothing in the agreement that gave the City control over staffing. Staffing depended on budgets, and the economy. It was not something the City could reasonably seek from Travel Oregon. State and County contracts contained constitutional requirements or non-appropriation clauses. Mr. McGeary reiterated the IGA had ODOT adhering to City curtailment measures. Mayor Stromberg suggested adding the specific categories regarding water use during curtailment to the IGA.

Mr. Anderson explained ODOT would handle the utility bills. The majority of water use would come from the Rest Area and not the Welcome Center. Water usage estimates were conservatively high and ODOT expected the facility to use less water. If the City shut off the water, ODOT would close the Rest

Area. The Welcome Center would remain open.

Councilor Seffinger wanted additional fencing added. She had visited all the rest areas along the corridor to see what they were like. Rest areas with visitor centers were better maintained. In her observations, she found few transients at rest areas or rest areas with visitor centers. There were more people at rest areas with visitor centers.

Councilor Lemhouse/Voisin m/s to reject the proposed Cooperative Improvement Agreement to provide water and sewer services to the Siskiyou Welcome Center and Rest Area.

DISCUSSION: Councilor Lemhouse was disappointed. The City put forward firm points and ODOT had said no to some of them. Travel Oregon was increasingly nebulous in how they answered Council questions and could not provide solid statistics regarding the area. It told him they did not take the City's concerns seriously. He understood the cost of the fire sprinkler system but did not understand not conducting background checks. Council should reject the agreement and extending sewer and water.

Councilor Voisin equated the City and ODOT to "David and Goliath." The lack of commitment to staffing, not adding barbed wire to the fence because of delays and providing better restricted smoking areas, and not having a completion date was unacceptable. That ODOT could not find \$250,000 out of a \$12,000,000 budget for a sprinkler system broke her heart. She supported the motion.

Councilor Rosenthal understood the points made by Councilor Lemhouse and Voisin and saw an alternate path. Some of the umbrage directed at ODOT was not in the realm of their responsibility. The weakness was not Travel Oregon. ODOT had done good things for the community. He thought Council needed to address a weakness in the negotiations without rejecting the IGA and ending the conversation. He hoped the motion would be defeated. Councilor Marsh supported Councilor Rosenthal's comments. It was unfair to castigate ODOT for failing to respond to a laundry list of items that Council had not debated or discussed. All along, they had advocated for a Welcome Center and for good reasons. It was ridiculous to think they could get ODOT to commit to staffing hours for future budget periods. She also went to all the rest areas on Interstate 5 and frequently stopped at the Talent Rest Area. Her observation was they all looked clean and well maintained. Rest stops were critical to highway safety. Due diligence was done. She would vote against the motion.

Councilor Morris would not support the proposal but thought it could be made to work. He had three issues, the timeline, staffing, and fencing. He understood the timeline but did not see a strong commitment to having a staffed Welcome Center and was concerned there could be times during the year when it was not staffed at all. If the federal government required rest areas, they should provide security for the facilities. He wanted the agreement to go back and other compromises made. Councilor Seffinger agreed with Councilor Morris and was not ready at this point to accept the agreement without having more clarification regarding staffing. Fencing was still an issue for her as well as the completion date. Mayor Stromberg thought everyone needed to consider the alternative of having only a rest stop. It was better to have a welcome center. Regarding the sprinkler system, he was wanted to negotiate the possibility of having metal roofs on the buildings. He suggested having a four year completion date.
Roll Call Vote: Councilor Lemhouse and Voisin, YES. Councilor Seffinger, Morris, Rosenthal, and Marsh, NO. Motion failed 4-2.

Councilor Rosenthal/Seffinger m/s to direct the Assistant City Attorney to negotiate and assert the strongest possible assurance that the Welcome Center will be staffed on a daily basis by paid employees or with volunteers. **DISCUSSION:** Councilor Rosenthal noted the Travel Oregon letter contained information that could be incorporated into the agreement. Councilor Seffinger added visitor centers were safer than rest areas. She wanted the Welcome Center staffed and the issue of fencing addressed. She talked to Fire Department personnel regarding the fire sprinkler system and they did not think it was a huge issue. She suggested adding hand sanitizer dispensers. Councilor Lemhouse

explained his trust level with Travel Oregon was low and would not support the motion.

Roll Call Vote: Seffinger, Morris, Rosenthal, and Marsh, YES. Councilor Lemhouse and Voisin, NO. Motion passed 4-2.

Mr. McGeary would discuss fencing, metal roofs, and timelines with ODOT and Travel Oregon.

4. Request from Lithia Artisan Market to hang pennants from two cobra light poles on Winburn Way

City Administrator Dave Kanner explained the policy did not define what an approved designee or provide criteria.

Marcus Scott/1205 Talent Avenue, Talent OR/Explained he was the manager for the Lithia Artisans Market. The assumption was the Lithia Artisans Market was grandfathered regarding hanging pennants. The Lithia Artisans Market had not applied for the economical and cultural development grant and that presented an issue for them as well. Council designating the Lithia Artisans Market as an approved designee would allow them to proceed with the permit process.

Councilor Voisin/Lemhouse m/s to allow Lithia Artisan Market to hang pennants on Winburn Way as an approved designee of the City pending permit application approval. Voice Vote: all AYES. Motion passed.

ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Approval of a resolution titled, “A resolution adopting the special event policy and fees for special events and repealing Resolution 2012-08”

City Administrator Dave Kanner explained this came from the March 2, 2015 Study Session where Council discussed adding the Halloween Parade as a community wide event under the special events policy. It would exempt the organizers of the parade from paying the special event permit fees that totaled almost \$1,800 this past year due to the event occurring on a Friday.

Councilor Lemhouse/Seffinger m/s to approve Resolution #2015-18. DISCUSSION: Councilor Lemhouse thought it was a communitywide event and wanted to keep the focus on it being the children’s Halloween parade. Councilor Seffinger added it was an important family event and supported the motion. Councilor Marsh noted this was clearly not a commercial event and was surprised the Chamber of Commerce paid the fees. Councilor Voisin thought it was a children’s Halloween parade and did not see it as a communitywide event. The fee was not an outrageous amount for the Chamber of Commerce to pay and they needed to pay their fair share. By supporting the motion, she would set precedence.

Roll Call Vote: Councilor Rosenthal, Marsh, Seffinger, Morris, and Lemhouse, YES; Councilor Voisin, NO. Motion passed 5-1.

2. Second reading of an ordinance titled, “An ordinance amending chapters 18.2.2, 18.2.3, 18.4.3, 18.4.7, and 18.6.1 of the Ashland Land Use Ordinance relating to definitions and accessory traveler’s accommodations in various residential zoning districts”

Ellen Campbell/120 Gresham Street/Thought the primary issue was protecting long-term rentals. She did not support allowing accessory travel accommodations in the R-2 and R-3 zones. She suggested the City keep track of what the previous use was for converted short-term rentals to know how many long-term rentals changed. She also suggested the City find a way to get accurate occupancy rates as well, require liability insurance and contact Airbnb to collect back taxes.

Councilor Marsh/Lemhouse m/s to approve Ordinance #3108. Community Development Director Bill Molnar read the following changes:

- **Section 1 Table 18.2.2.030 – Uses Allowed by Zone** was amended to identify accessory travelers' accommodations as not allowed in R-1 and R-1-3.5 zones.
- **Section 2 18.2.3.220 Travelers' Accommodations** first paragraph was amended to reflect the deletion of two phrases previously in parenthesis (more than one guest unit) and (one guest unit)
- **Section 2 18.2.3.220.C. Accessory Travelers Accommodations** was amended to delete the standard that required the property housing accessory travelers' accommodation to be within 200-feet of a boulevard, avenue, or neighborhood collector or the historic district overlay.
- **Section 2 18.2.3.220.C. Accessory Travelers Accommodations** was amended to delete the standard that prohibited a home occupation in conjunction with an accessory travelers' accommodation.
- **Section 2 18.2.3.220.C. Accessory Travelers Accommodations** was amended to delete the standard that required renewal of the conditional use permit within 24-months of the original approval.

DISCUSSION: Councilor Lemhouse thought Ms. Campbell brought up some interesting points on tracking activity.

Councilor Voisin/Rosenthal to amend the motion that the Planning Department track all losses of long-term rentals, that the City pursue back taxes for TOT from Airbnb and the occupancy rate be added to TOT form. DISCUSSION: Councilor Voisin thought the amendment was non-substantive.

Councilor Marsh disagreed. The amendment was substantive, especially collecting back taxes possibly on rentals no longer in business. The amendment required further discussion. Councilor Voisin clarified the back taxes were from Airbnb and not the people running the businesses. Mayor Stromberg thought the amendment should come back later. Councilor Morris thought a couple of the amendments were a good idea but should not be added at this point.

Councilor Voisin withdrew the motion and wanted the items added to a future agenda.

Continued discussion on main motion: Councilor Rosenthal would vote against the motion. While he saw benefits to existing homeowners, a recent community survey indicated it was difficult finding affordable housing. Pursuing affordable housing opportunities and workforce housing was a Council goal and this ordinance did not benefit that goal. Council could not say on one day that affordable, long-term housing stock was important, more important than saving an old tree and then vote yes on this ordinance.

Roll Call Vote on main motion: Councilor Lemhouse, Voisin, Marsh, Morris and Seffinger, YES; Councilor Rosenthal, NO. Motion passed 5-1.

OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

Councilor Voisin announced that April 14, 2015 was Equal Pay Day and noted the range of pay discrepancies for women. April was also Sexual Assault Awareness Month. She explained Police Officer Carrie Hull received the prestigious Professional Impact Award by End Violence Against Women International. She also commented on Assistant Planner Amy Gunter noting her exceptional skills and level of customer service.

ADJOURNMENT OF BUSINESS MEETING

Meeting adjourned at 10:30 p.m.