



**AGENDA FOR REGULAR BUSINESS MEETING  
ASHLAND PARKS & RECREATION COMMISSION**

**June 14, 2023**

**Council Chambers – 6 p.m.  
1175 E Main St**

To attend the meeting or to provide public input, see public participation instructions on page 2

5:30 p.m.

**EXECUTIVE SESSION** - Pursuant to ORD 192.660(2)(a) an executive session will be held prior to the Regular Business Meeting to consider the employment of a public officer, employee, staff member or individual agent.

6:00 p.m.

I. CALL TO ORDER

II. APPROVAL OF MINUTES

- a) APRC Regular Meeting – May 10, 2023

III. ADDITIONS OR DELETIONS TO THE AGENDA

IV. PUBLIC FORUM

V. CONSENT

- a) Ashland Japanese Garden Advisory Subcommittee Bylaws Adoption
- b) Trail Name Adoption: Upper Wasabi, Lower Wasabi
- c) Subcommittee Minutes for Acknowledgment

VI. BUSINESS

- a) BN 23-25 Goals Prioritization and Adoption (Action)
- b) Real Estate Acquisition: (391E08DD-TL400) (Action)
- c) Non-Standard Memorial Request for Mary and Dick Mastain - Lower Duck Pond Plaque (Action)
- d) Nutley Easement - Add access for 108 Granite St (Action)
- e) Lookahead Review (Direction to Staff)
- f) Discussion of the Possible Personnel Changes During Interim Period Before a New Park Director is Hired (Possible Action)  
*This will be an in-meeting discussion with potential action, a memo for this item is not included in the packet*
- g) Process for Selecting a New Park Director (Action)
- h) Approval of Revised Job Description for Parks Director (Action)

VII. ITEMS FROM COMMISSIONERS/STAFF

VIII. UPCOMING MEETING DATES

- a) Ashland Japanese Garden Advisory Subcommittee—June 19, 2023
  - Lithia Cabin—10:30 p.m.
- b) .APRC Special Meeting —July 5, 2023
  - Council Chambers—6 p.m.
- c) Ashland Senior Advisory Committee—July 10, 2023
  - Ashland Senior Center—3:30 p.m.
- d) APRC Regular Business Meeting—July 12, 2023 - Canceled

IX. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator's office at (541) 488-6002 (TTY phone number (800) 735-2900). Notification 72 hours prior to the meeting will enable the City to

make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I). Parks Commission meetings are broadcast live on Channel 9, or on CHARTER CABLE CHANNEL 180. Visit the City of Ashland's website at [www.ashland.or.us](http://www.ashland.or.us).

## **Public Participation Instructions**

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This meeting will be held in-person in Council Chambers 1175 E. Main St. Those who wish to provide oral testimony must attend the meeting and fill out a speaker request card. The public can view on Channel 9 or Channels 180 and 181 (for Charter Communications customers) or live stream via [rvtv.sou.edu](http://rvtv.sou.edu) - select RVTV Prime.

Written testimony will be accepted via email sent to [sean.sullivan@ashland.or.us](mailto:sean.sullivan@ashland.or.us). Please include "**Public Testimony**" in the subject line. Written testimony submitted the Tuesday before the meeting by 11:00 am will be made available to the Parks Commissioners before the meeting. All testimony will be included in the meetings minutes.

**MINUTES FOR REGULAR BUSINESS MEETING**  
**ASHLAND PARKS & RECREATION COMMISSION**  
**May 10, 2023**  
**Council Chambers – 6 p.m.**  
**1175 E Main St**

Present: Commissioners Landt (Chair), Eldridge (Vice-Chair), Adams, Bachman, Lewis; Director Black, Deputy Director Dials, Senior Service Superintendent Glatt, Analyst Kiewel, Manager Sullivan

Absent: None

**I. CALL TO ORDER**

Landt called the meeting to order at 6 p.m.

**II. APPROVAL OF MINUTES**

APRC Regular Meeting – April 12, 2023

Landt provided the following correction to the minutes: Under the discussion section after the motion was made for the Calle Guanajuato fees, the statement Dials made about the motion being acceptable was taken out of context. Landt inquired if grouping the 6 motions into one motion was appropriate. In response to that question, Dials responded that the single motion made is appropriate.

**Motion:** Bachman moved to approve the minutes with the change as described by Landt. Seconded by Adams

**Vote:** The vote was all yes

**III. ADDITIONS OR DELETIONS TO THE AGENDA**

None

**IV. PUBLIC FORUM**

Sophia Blanton of Rogue World Music gave an update on the Ashland World Music Festival which will be held in Lithia Park and other venues around Ashland on Memorial Day weekend. The festival is free to the public and is used as a fundraiser for fire recovery. The lineup will include artists from all over the world. Last year 2,500 came through Lithia Park. The goal this year is to bring 3,000+ into Lithia Park.

**V. CONSENT**

**a) Minutes for Acknowledgment**

- Parks & Open Space Update Ad Hoc Committee, September 27, 2022
- Ashland Japanese Garden Advisory Committee, January 30, 2023

**Motion:** Eldridge moved to approve the consent agenda. Seconded by Lewis.

**Vote:** The vote was all yes.

**VI. DIRECTORS REPORT**

Black reported on the following items:

**Talent Irrigation District Irrigation Water-** Last year Talent Irrigation District water delivery did not start until July. This year we have been informed that TID will start releasing water on May 22. Parks use irrigation to water in the parks. Landt asked how long the irrigation water would last and Black stated that we think that it will be more than six weeks of irrigation which is better than the past few seasons.

**Senior Services Event –** On June 10 Senior Services is offering a free cookout for seniors and their families. The cookout is co-sponsored by the Ashland Police Department and the Village of Valley View.

**Parks Budget Presentation -** Staff will be presenting the APRC budget on May 18 to the Citizen Budget Committee. This is the same budget that has been presented to APRC and the Ashland City Council.

**Bike Swap –** Rachel Dials and Suliman Shelton staffed the Bike Swap which raised \$5,800 for bicycle safety education for 4<sup>th</sup> and 5<sup>th</sup> grade Ashland students.

**NMP Nature Center Events –** Rogue Valley Bird Day is Saturday May 13 and is free to the public.

**VII. BUSINESS**

### a) Miscellaneous Fees and Charges & Financial Sustainability Strategy (Action)

Dials reviewed the information included in the meeting packet, the supplemental information uploaded to the website prior to the meeting and displayed slides. The presentation included the following information:

- On June 6 Council will review and approve the Miscellaneous Fees and Charges Document. The document included in the memo is what is published in the fee book.
- Updates to Fees recommend by staff include outdoor picnic rentals, Special Event Application Fee, Daniel Meyer Pool, Ashland Rotary Centennial Ice Rink, and an hourly rental for exclusive/commercial use of Pickleball and Tennis Courts.
- Staff used the Financial Sustainability Plan, inflation, fee increase history, program revenue and costs and fee comparison of similar programs in the region as criteria to recommend fee updates.
- The last time a fee increases for the ice rink was July 2019 and the last pool fee increase was January 2015. Expenses have increased annually but fees have not increased.
- Outdoor Rental Areas fees range from \$75 - \$125 depending on amenities offered.
  - Picnic rental comparison Medford \$88 - \$137 and Central Point \$150-\$250
- Pickleball / Tennis Fees
  - Request from the public for the private use of a Pickleball or Tennis Courts.
  - Medford \$10 per hour and Central Point \$50 per hour offer rentals.
  - Black clarified that the only time rentals would be allowed would be for exclusive use, such as private lessons (commercial use), clinics, or tournaments. Regular play and drop-in games will continue for free on a first come and first serve basis.
    - Landt stated that someone could reserve a court to use at a specific time and a fee makes sense.
    - Adams asked if courts would be reservable during peak times. Dials clarified that reservation times would not be allowed during peak hours and that staff would be creating an internal policy for court reservations and would monitor court rentals.
    - Eldridge stated this is similar to rentable areas in Lithia Park and that drop-in access is free to the public. If you want a certain space at a certain time, then you can reserve it for exclusive use. Dials clarified that only certain areas in the Parks are reservable.
- Special Event Fee – this fee covers staff time spent processing special event requests. Staff work with applicants to ensure that special events have insurance and follow park rules.
  - Eldridge asked what the lead time is for Special Events. Dials said that this is just for Parks special event applications and the request is for 90 days. There is a separate permit for the City Special Events.
- Pool Fee – Staff reviewed the cost recovery analysis for the pool programming. Staff recommend raising the fee for adults and not youth. Fees will also be adjusted for the punch cards which provide a \$.50 discount per pool visit.
- Senior Fee for gentle yoga is changing to a per class fee rather than a one-time fee for multiple classes.
- Ashland Rotary Centennial Ice Rink Fees - staff reviewed fees at Mt. Shasta which is \$8 for adults and Klamath Falls charges \$10 for adults without separate fees for Hockey. Staff is recommending fee increases for Adult Hockey, Private Lessons, and Helmets.
  - Eldridge asked is helmets are specific for hokey. Dials stated that it's for all ice rink programming and the public is allowed to bring their own. Helmets are available for purchase,
- Per Commissioner Adams suggestion staff is recommending offering punch card for Ashland students who qualify for free and reduced lunch discount of 50% that would be administered by schools in Ashland on an opt in basis.

Landt stated that adult hockey is the only fee that is not rounded to the dollar and thinks it is best practice to not set fees with change and suggest that this fee is set at \$9 instead of \$9.25.

**Motion:** Eldridge moved to approve the fee increases presented by staff with the change suggested for adult hockey by Chair Landt and forward to City Council for the Miscellaneous Fees and Charges Book.

Seconded by Adams

**Discussion:** Adams stated there was a request from Commissioners regarding monitoring participation rates for areas where fees were increased. Adams expressed appreciation to staff for including the discounted fee for youth with less means at the ice rink and pool. Adams added that if alcohol is allowed in certain areas within parks, demand for rental areas such as Cotton Memorial could greatly increase, and it may be prudent to raise fees at that time. Lewis thanked staff and stated that the Financial Sustainability Strategy is complex. Parks and programming is subsidized and it's a matter of cost to benefit ratio for the value to community. Landt stated that the punch card discount program being a fifty percent discount, was a good place to start.

**Vote:** The vote was all yes

VIII. **ITEMS FROM COMMISSIONERS/STAFF**

Eldridge announced that the new downhill mountain bike beginner trail has begun building. The trail that will soon have an official name (previously referred to as the Wonder Bailout).

IX. **UPCOMING MEETING DATES**

- a) Ashland Japanese Garden Advisory Subcommittee—May 15, 2023
  - Lithia Cabin—10:30 a.m.
- b) Trails Master Plan Review Subcommittee—May 15, 2023
  - Lithia Cabin—2:00 p.m.
- c) Citizen's Budget Committee – APRC Presentation—May 18, 2023
  - Council Chambers—3:00 p.m.
- d) APRC Special Meeting —June 7, 2023
  - Electronic Meeting—6 p.m.
- e) APRC Regular Business Meeting—June 14, 2023
  - Council Chambers—6 p.m.

X. **ADJOURNMENT**

The meeting adjourned at 6:46 p.m.

Respectfully Submitted

Tara Kiewel, Administrative Analyst

DRAFT

# ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt  
Jim Lewis  
Jim Bachman  
Justin Adams  
Leslie Eldridge



Michael A. Black, AICP  
Director

541.488.5340  
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parksinfo@ashland.or.us

## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners

**FROM:** Tara Kiewel, Administrative Analyst

**DATE:** June 8, 2023

**SUBJECT:** CONSENT: Ashland Japanese Garden Advisory Committee (AJGAC) bylaws

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On May 15, 2023 the Ashland Japanese Garden Advisory Committee (AJGAC) voted to recommend bylaws for AJGAC (see attached). Staff is presenting the bylaws to Commissioners for approval.

### **Recommendation**

Staff recommends Commissioners approve the proposed bylaws as written.

### **Possible Motion**

*I move to approve the AJGAC bylaws as written.*



Ashland Parks and Recreation Commission

## Ashland Japanese Garden Advisory Committee Bylaws

### Overview

The Ashland Parks and Recreation Commission (APRC) established the Ashland Japanese Garden Advisory Committee (AJGC) on December 7, 2022.

### ARTICLE I. NAME OF ORGANIZATION

The name of this committee shall be the Ashland Japanese Garden Advisory Committee (AJGC).

### ARTICLE II. PURPOSE

AJGC's purpose is to advise the APRC on Policy matters related to the Japanese Garden and to coordinate with the APRC Director & Staff and Ashland Parks Foundation representatives on matters related to the general operations, Japanese culture, design, quality, promotions, fundraising, and programming of the Ashland Japanese Garden.

### ARTICLE III. MEMBERSHIP

The AJGC membership shall comprise of up to nine (9) voting members, as follows:

- Up to seven (7) community members. Community members shall be appointed based upon their ability to positively contribute to the mission, purpose, and activities of the Ashland Japanese Garden Committee
- At least one (1) Ashland Parks and Recreation Commissioner
- At least one (1) Ashland Parks Foundation Board Member

AJGC members are appointed by the APRC chairperson, with consent of the APRC Commissioners. The term of each program participant and community partner member will be three (3) years ending June 30 of their final year. Members may serve up to two (2) consecutive full terms. Each term shall be by appointment of the APRC Chairperson. If a position is vacated mid-term or remains unfilled at the start of a term, the APRC chairperson will appoint a member, with consent of the APRC Commissioners, for the remainder of the unexpired term of that position with the option to serve up to two (2) additional full terms as stated above.

Because APRC Commissioner positions change with each election, APRC

Commissioners may not have elected terms that line up with the AJGC terms set forth herein, therefore AJGC membership of a specific Parks Commissioner may be reappointed or changed at discretion of the APRC Chair.

See Addendum A for initial AJGC members and their terms. Three of the original appointed members initial terms are shortened to 2 years which allows the Membership group to begin with staggered term expiration dates. Members with shortened initial terms are eligible to be appointed to a second and full 3 year term.

Members are expected to attend meetings and participate in subcommittees. Members shall notify AJGC chair and APR staff in advance about any planned absences, to ensure a quorum will be present for meetings. A member may be released from their term by the APRC chairperson at any time.

#### ARTICLE IV. MEETINGS OF MEMBERS

AJGC shall meet quarterly, or more frequently as decided by a simple majority of committee members. Notwithstanding the need for an urgent meeting, notice of each meeting shall be given to each voting member not less than one week prior to the meeting.

A quorum for a meeting of the committee shall consist of at least a majority of currently appointed members. All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place. There shall be no voting by proxy. Participating and voting by electronic means, such as telephone, email, or video meeting services, shall be allowed with prior approval of the Committee Chair.

All AJGC meetings and communications will comply with the Oregon Public Meetings Law (ORS 192.610 to 192.690).

#### ARTICLE VI. OFFICERS

Each year, AJGC will accept nominations and elect a chairperson and vice-chairperson for the following year by simple majority vote of members present at a meeting. There is no term limit on either chair or vice-chair. Elections will be held at the last meeting prior to July 1 of each year.

#### ARTICLE V. SUBCOMMITTEES

The AJGC chair shall have the authority to create subcommittees of members equaling less than a quorum of the committee to focus on specific assignments. All subcommittees shall report their findings back to AJGC in a public meeting. All subcommittee meetings and communications will comply with the Oregon Public Meetings Law (ORS 192.610 to 192.690).



## ARTICLE VII. STAFF

The APRC Director, or designated representative, will attend and assist in the planning, legal noticing, and management of AJGC meetings.

## ARTICLE VIII. CONFLICT OF INTEREST

AJGC shall abide by the precepts of the City and State of Oregon conflict of interest policy/statutes.

## ARTICLE IX. MINUTES

AJGC shall keep minutes of the proceedings of committee meetings. These minutes shall be made available to the public as per City of Ashland policies and procedures.

## ARTICLE X. YEARLY REPORT

With the assistance of APRC staff, AJGC shall present a yearly report at a regular public meeting of the APRC.

## ARTICLE XI. DISSOLUTION

By motion of the APRC, AJGC may be dissolved or merged with another similar organization conducting substantially the same activities.

## ARTICLE XII. AMENDMENTS

AJGC may recommend amendments to these Bylaws by a simple majority vote at any meeting. Written notice setting forth the proposed amendment or summary of the changes to be affected thereby shall be given to each committee member within the time and the manner provided for the giving of notice of meetings. Amendments must be approved by the APRC.

## ADOPTION OF BYLAWS

**Adopted and approved by the Ashland Parks and Recreation Commission on**  
\_\_\_\_\_, as the Bylaws of this committee.

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Rick Landt, APRC Chair

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ATTEST: Michael Black, APRC Director



Ashland Parks and Recreation Commission

**Ashland Japanese Garden Advisory Committee**

**BYLAWS ADDENDUM A**

**Initial Appointments and Terms**

Position	Name	Representing	Date appointed	Current Term Expires
1.	Rick Landt	APRC Commissioner		N/A
2.	Mark DiRienzo	Community Member	Jan 2023	June 2024
3.	Noriko Hansen	Community Member	Jan 2023	June 2025
4.	Nan Kane	Community Member	Jan 2023	June 2024
5.	Kerry KenCarin	Community Member	Jan 2023	June 2025
6.	Jeff Mangin	Ashland Parks Foundation Representative	Jan 2023	June 2025
7.	Donna Rhee	Community Member	Jan 2023	June 2024
8.	Toru Tanaka	Community Member – Garden Designer	Jan 2023	June 2025
9.	VACANT	Community Member		

# ASHLAND PARKS & RECREATION COMMISSION

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COMMISSIONERS:

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Leslie Eldridge  
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Jim Bachman  
Jim Lewis



Michael A. Black, AICP  
Director

541.488.5340  
AshlandParksandRec.org  
parksinfo@ashland.or.us

## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners  
**FROM:** Sean Sullivan, Business Operations Manager  
**DATE:** June 8, 2023  
**SUBJECT:** CONSENT: Trail Name Adoption

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On [May 8, 2023](#), Commissioners approved the construction of a new trail, comprised of two sections, initially proposed as the “Wonder Bailout Trail”. The trail sections has been constructed and is open to the public.

On [May 15, 2023](#) the Trails Master Plan Review Subcommittee recommended naming the two sections of the trail “Upper Wasabi” and “Lower Wasabi”. The name considered by the subcommittee was the result of a community contest to name officially name the Wonder Bailout Trail Proposal.

### Recommendation

Staff recommends Commissioners officially name the sections of the trail “Upper Wasabi” and “Lower Wasabi”

### Possible Motion

*I move to officially name the sections of the trail “Upper Wasabi” and “Lower Wasabi”*

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## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners  
**FROM:** Sean Sullivan, Business Operations Manager  
**DATE:** June 8, 2023  
**SUBJECT:** CONSENT: Minutes for Acknowledgement

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The following minutes (electronic attachment) are being submitted for acknowledgement by the Commission.

- [Ashland Japanese Garden Advisory Committee, May 15, 2023](#)
- [Ashland Japanese Garden Advisory Committee, April 17, 2023](#)
- [Ashland Senior Advisory Committee, March 13, 2023](#)
- [Current Parks, Conservation, and Maintenance Subcommittee, November 29, 2022](#)
- [Trails Master Plan Review Subcommittee, June 2, 2022](#)

A motion to approve the Consent Agenda would adopt the following motion for this item:

*I move to acknowledge the committee minutes as submitted.*

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## PARKS COMMISSIONER STAFF REPORT

**TO:** Ashland Parks and Recreation Commissioners  
**FROM:** Michael Black  
**DATE:** June 8, 2023  
**SUBJECT:** 2023/25 Biennium Goals

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### Situation

The Parks Commissioners are developing their list of goals for the 23/25 Biennium. The goals have been organized and categorized by staff and potential language for the goals is being presented here for Commissioner review and ranking. The Commissioners will have their collective rankings of the goals presented to them in the June 14 Parks Commission meeting.

### Background

The Commissioners have reviewed these goals previously and the exercise we are currently engaged in will be to prioritize the goals. The Commissioners could add goals if they choose at this point, and these goals can be amended throughout the Biennium as needed. The budget that was recently approved by the City Council was based on this this list of goals.

### Assessment

Below, you will find the final 9 goals of the Parks Commissioners. The goals are currently being prioritized by the Parks Commissioners in a separate individual exercise. The results of the individual exercise will be collected and used for the ultimate prioritization of the goals that will be considered in the June 14 meeting.

1. Employ best management practices to strengthen relations between management, co-workers, City employees and community members. Potential steps include work with APRC's HR provider – the City of Ashland HR Department – to simplify and communicate HR policies and procedures, improve diversity equity and inclusion efforts, ensure all staff understand how HR benefits employees and how to access HR, and reorganize and add staff to free up management time for these efforts.

2. Develop an environmental sustainability and implementation plan.
3. Investigate, develop and implement a dedicated permanent funding source to ensure the long-term financial sustainability of the Ashland Parks and Recreation Commission.
4. Build east main street neighborhood park including the dog park, bike-skills park and pump track.
5. Improve public aquatic recreation and competitive options in Ashland consistent with the findings and recommendations of the Pool Ad Hoc Committee and ensure the continuous operation of an adequate recreational pool in Ashland during the summer months, at a minimum, until construction begins on a new pool.
6. Seek out and support opportunities for community building through programs and events in our parks, open spaces and trail networks that celebrate art, music, sports and nature.
7. Perform a system-wide master plan for Ashland Parks and Recreation Commission to include the following sections, at least (sections may be completed together or independently):
  - a. Vision and goals
  - b. Bicycle and pedestrian circulation and access to park properties
  - c. Park system maintenance and improvements
  - d. Fleet evaluation recommendations
  - e. Design and maintenance guidelines
  - f. Review and update of all APCR policies
8. Continue to improve and develop our watershed ped and MTB trail network, including connectivity to adjacent National Forest Land (above) and town centers (below) city ownership, as well as securing easements on private properties that protect public access to this network.
9. Develop plan for Oak Knoll Golf Course to respond to a variety of current issues at the course:
  - a. Drought
  - b. Fiscal Shortages
  - c. Playing Conditions
  - d. Staffing
  - e. Ancillary Uses
  - f. Long-term Management Plan

### **Recommendation**

I recommend that the Commissioners review the goals again and prepare for a discussion on the prioritization of the goals and for a motion to establish the prioritization for the upcoming biennium.

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## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners  
**FROM:** Michael Black, Director  
**DATE:** June 7, 2023  
**SUBJECT:** Acquisition of Tuttle Property (391E08DD -TL400)

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### **Situation**

At the April 12, 2023 APRC Executive Session, the Commission directed staff to negotiate for the 4.16 acre portion of the Tuttle Property on Granite Street (391E08DD -TL400).

On April 20, 2023, the seller accepted an offer of \$125,000 for the property (see attached real estate contract).

### **Goals and Plans Supported**

#### **APRC 23/25 Biennium Commission Goal**

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

#### **City Council 23/25 Biennium Priorities**

*Wildfire risk reduction and CEAP (Climate Energy Action Plan) execution*

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

This property is identified for acquisition within the City of Ashland Master Plan in the [Parks, Trails, and Open Space Program](#).



## **Background**

The Tuttle Property acquisition is a scenic, undeveloped, woodland piece of 4.16acre(approx.) property containing highly used pedestrian trails and trail connections.

## **Assessment**

The Tuttle property is surrounded on three sides by City Park land and contains two sections of the Ashland Canal Trail (TID) which runs north to Hald-Strawberry Park. These two Canal Trail sections also make a crucial connection for the popular/highly used pedestrian trail-loop between the “Hearts Nature Trail” to the south, and the “Granite Street Trail” on the north side.

In addition to the Canal Trail sections, the property contains an existing pedestrian trail that crosses the irrigation canal from the Ashland Canal Trail via an existing culverted crossing, connecting trail-users to the City’s Lawrence and Acid Castle properties and the Hitt-Road Trail. This trail connection can also make a trail-loop down to the Birdsong Pedestrian Trail and/or to the Hald-Strawberry Park trails. Due to the location of the property and proximity to City properties and trails, it also presents other opportunities for possible new trails/trail loop development in the future.

This acquisition will also include an exclusive driveway easement to the City for maintenance access and parking. The Tuttle’s have allowed City forestry and trail crews to use their private driveway-access to access work being performed on the neighboring city owned properties for the past 19 years, without an easement. The new easement will guarantee access and provide a quicker, safer route out of the property for workers in case of an emergency.

Staff is proposing to use the funds currently available in the CIP Fund that has been approved for property acquisition. No other resources will be required for the purchase of this property.

## **Appraised Value vs. Purchase Price**

APRC has attempted to purchase this crucial piece of property several times over several years. Regardless of the extreme value that this land has for trail access and connectivity, the actual appraisal reports the property value at \$70,000. The sellers have been clear that they will not sell the land for the price in the appraisal; however, APRC is justifying the expense with the following points:

1. This property is crucial for this trail connection – no other options exist.
2. We have an agreement with the seller to purchase the land at their lowest acceptable price, which is \$125,000.
3. In addition to the land, we are also purchasing an exclusive access easement through the owner’s property that will allow for crucial access for maintenance on this trail and others in the region. That easement has a value that has been estimated at: \$20,000.

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

## **Recommendation**

Staff is recommending that the Parks Commissioners approve the purchase of the Tuttle Property as proposed.

Possible motion: *I move to approve the acquisition of the 4.16acre(approx.) portion of the Tuttle*

*Property known as 391E08DD -TL400 for the price of \$125,000*

**Next Steps:**

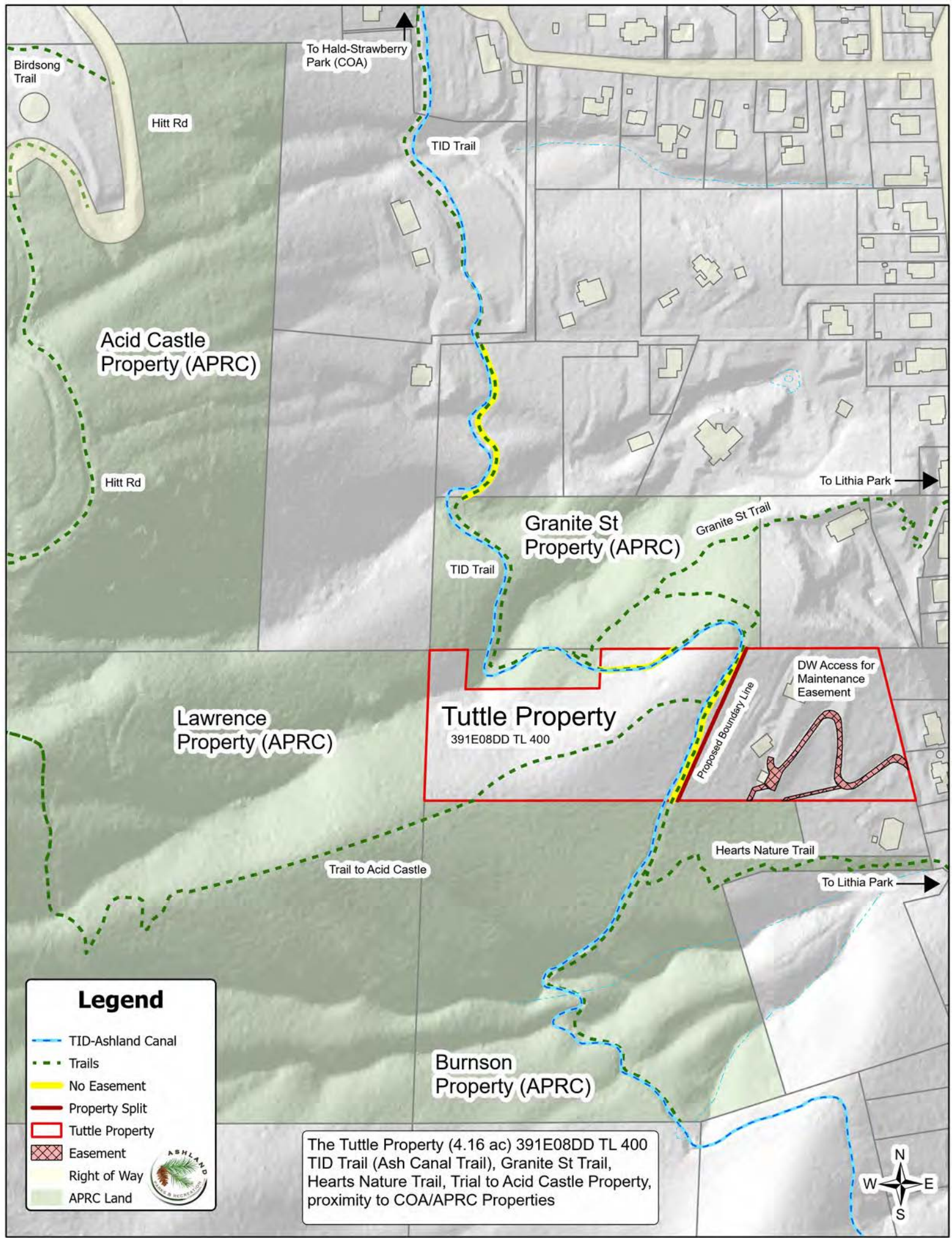
The Charter of the City of Ashland requires both the Parks Commissioners and City Council to agree on property purchases for the Open Space Program. If the Commissioners approve the purchase by motion, the next step will be to present the same information to the City Council in a public meeting. We anticipate that the City Council will review and approve this proposal on pending approval by the Commissioners.

**Attachments**

Property Location Map

Real Estate Contract

Eric Herron Letter



To Hald-Strawberry  
Park (COA)

Birdsong  
Trail

Hitt Rd

TID Trail

Acid Castle  
Property (APRC)

Hitt Rd

To Lithia Park

Granite St  
Property (APRC)

Granite St Trail

TID Trail

Lawrence  
Property (APRC)

**Tuttle Property**

391E08DD TL 400

DW Access for  
Maintenance  
Easement

Proposed Boundary Line

Trail to Acid Castle

Hearts Nature Trail

To Lithia Park

Burnson  
Property (APRC)

**Legend**

- TID-Ashland Canal
- - - Trails
- No Easement
- Property Split
- Tuttle Property
- Easement
- Right of Way
- APRC Land



The Tuttle Property (4.16 ac) 391E08DD TL 400  
TID Trail (Ash Canal Trail), Granite St Trail,  
Hearts Nature Trail, Trial to Acid Castle Property,  
proximity to COA/APRC Properties





Sale Agreement # 04022023ep

RESIDENTIAL

FINAL AGENCY ACKNOWLEDGMENT

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

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

Seller's Agent(s)\*: No Agency Representation Oregon License #:
is/are the agent of (select one): [ ] Seller exclusively ("Seller Agency") [ ] Both Buyer and Seller ("Disclosed Limited Agency")
Name of Real Estate Firm(s)\*: No Agency Representation Firm License #:
Seller's Agent's Office Address:
Phone #1: Phone #2: E-mail:

\*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.
If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

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

Buyer Michael Black Print City of Ashland Date 04/20/2023
Buyer Print Date
Seller Timothy G. Tuttle, Trustee Date
Seller Janet K. Baker, Trustee Date

VACANT LAND REAL ESTATE SALE AGREEMENT

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

1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer City of Ashland
offers to purchase from Seller Timothy G. Tuttle, Trustee, Janet K. Baker, Trustee
the following described real property (the "Property") situated in the State of Oregon, County of Jackson,
and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
309 Granite St, 391E08DD 400 and Account #1-006092-3, Ashland, OR 97520

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

for the "Purchase Price" (in U.S. currency) of A \$ 125,000.00
on the following terms: as earnest money, the sum of (the "Deposit") B \$ 5,000.00
on \_\_\_\_\_, as additional earnest money, the sum of (the "Additional Deposit") C \$
at or before Closing, the balance of the down payment D \$
at Closing and on delivery of the [X] Deed [ ] Contract, the balance of the Purchase Price E \$ 120,000.00
will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials MB / Date 04/20/2023

Seller Initials / Date



VACANT LAND REAL ESTATE SALE AGREEMENT

FINANCING

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

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

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

- Buyer has attached the Verification to this Agreement.
Buyer will provide Seller with the Verification within 10 Business Days (three [3] if not filled in) after the Effective Date;
Other (Describe):

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

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

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

- Conventional; FHA; Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.
Other (Describe):

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

Pre-Approval Letter.

- Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
Buyer will provide Seller with the Pre-approval Letter within Business Days (three [3] if not filled in) after the Effective Date;
Other (Describe):

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

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

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

Buyer Initials MB / Date 04/20/2023

Seller Initials / Date



VACANT LAND REAL ESTATE SALE AGREEMENT

82 3.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:
83 (1) Not later than \_\_\_ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided
84 the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
85 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of
86 the value of the Property, and (vi) the loan amount sought.
87 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within \_\_\_ Business Days (three [3]
88 if not filled in - but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify
89 Seller of the date of Buyer's signed notice of intent to proceed with the Loan.
90 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing
91 fees, to obtain the Loan.
92 (4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in
93 Seller's sole discretion.
94 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
95 regarding Buyer's financing and the time of Closing.
96 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18
97 - Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
98 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan
99 application status.

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

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

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

111 5.1 PROPERTY AND CASUALTY INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
112 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

113 5.2 FLOOD INSURANCE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
114 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
115 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater
116 is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood
117 zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is
118 authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a
119 thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an
120 EC as a condition of loan approval. For more information, go to www.fema.gov.

121 6. ADDITIONAL FINANCING PROVISIONS (for example, closing costs): \_\_\_\_\_
122 \_\_\_\_\_
123 \_\_\_\_\_
124 \_\_\_\_\_
125 \_\_\_\_\_

Buyer Initials MB / Date 04/20/2023

Seller Initials \_\_\_ / Date \_\_\_\_\_



### VACANT LAND REAL ESTATE SALE AGREEMENT

#### CONTINGENCIES

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

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

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

151 **Select only one box below:**

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

155 Identify Invasive Inspections: \_\_\_\_\_

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

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

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

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

Buyer Initials MB / \_\_\_\_\_ Date 04/20/2023

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VACANT LAND REAL ESTATE SALE AGREEMENT

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

171 [ ] Alternative Inspection Procedures: Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

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

177 Identify invasive inspections: \_\_\_\_\_

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

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

183 [ ] Other Inspection Addendum: \_\_\_\_\_

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

186 9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ..... [ ] Yes [x] No
187 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

188 9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? ..... [ ] Yes [x] No
189 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

190 10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure
191 Law (ORS 105.462 – 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions
192 involving vacant land.

193 10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF
194 019 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property.
195 The Disclosure Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's
196 answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or
197 tests. Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by
198 using experts and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described
199 in the Disclosure Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period,
200 which shall commence on the first Business Day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is
201 delivered to Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the
202 transaction at any time until said delivery and the Revocation Period has expired, or the time of Closing, whichever first occurs.

203 Buyer(s) to check one box below:

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

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

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

Buyer Initials MB / Date 04/20/2023

Seller Initials \_\_\_\_ / Date \_\_\_\_\_





### VACANT LAND REAL ESTATE SALE AGREEMENT

#### CONDITION AND COMPONENTS OF THE PROPERTY

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

- 211 (1) The Property is served by and/or connected to *(select all that apply)*:
- 212  A public sewer system
- 213  An on-site sewage system
- 214  A public water system
- 215  A private well
- 216  Other (for example, surface springs, cistern, etc.): \_\_\_\_\_
- 217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.
- 218 (3) Seller has no notice of any liens or assessments to be levied against the Property.
- 219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned,  
220 which could detrimentally affect the use, development, or value of the Property.
- 221 (5) Seller knows of no material defects in or about the Property.
- 222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 223 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-  
224 resource uses (for example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for  
225 harvesting, fishing, hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops,  
226 grazing, reforestation, etc.; (d) supplier agreements, production processing commitments or other similar contracts.
- 227 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
- 228 (9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) \_\_\_\_\_ acres, have been utilized and applied  
229 for beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to  
230 certain conditions. Buyer should verify compliance with appropriate agency.
- 231 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges,  
232 landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal  
233 description of the Property.

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

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

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

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

244 **13. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
245 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,  
246 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST  
247 PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
248 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO  
249 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,  
250 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

Buyer Initials MB / \_\_\_\_\_ Date 04/20/2023

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_



VACANT LAND REAL ESTATE SALE AGREEMENT

251 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
252 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR
253 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
254 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
255 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
256 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

262 15. ADDITIONAL PROVISIONS: See Addendum 1
263 \_\_\_\_\_
264 \_\_\_\_\_
265 \_\_\_\_\_ For additional provisions, see Addendum 1

ESCROW/CLOSING

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

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

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

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

282 The Deposit will be payable and deposited within 10 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as
283 follows (select all that apply):
284  Directly with Escrow;
285  Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
286  Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
287  As follows: \_\_\_\_\_

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

Buyer Initials MB / Date 04/20/2023

Seller Initials \_\_\_\_ / Date \_\_\_\_\_



Sale Agreement # 04022023ep

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VACANT LAND REAL ESTATE SALE AGREEMENT

292 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account
293 no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.
294 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe):

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

298 20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this
299 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you
300 determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits
301 until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

302 20.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but
303 fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any
304 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer.
305 However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

306 20.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may
307 terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially
308 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make
309 a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The
310 parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the
311 terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair,
312 reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

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

316 21.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 08/30/2023 (the "Closing
317 Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds
318 in Escrow prior to that date. Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to
319 the Closing Deadline.

320 21.2 THE CLOSING DISCLOSURE: Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing
321 Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential
322 loan borrower at least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which
323 Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in
324 Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless
325 Seller and Buyer mutually agree to extend it.

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

331 23. POSSESSION: Possession of the Property will be delivered by Seller to Buyer (select one):
332 [x] by 5:00 p.m. on the date of Closing;
333 [ ] by [ ] a.m. [ ] p.m. [ ] days after Closing;
334 [ ] by [ ] a.m. [ ] p.m. on (insert date) [ ];

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

Buyer Initials MB / Date 04/20/2023

Seller Initials / Date



VACANT LAND REAL ESTATE SALE AGREEMENT

TAXES

336 24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion of Seller's
337 proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
338 executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the
339 provisions of Oregon law.

340 24.2 FIRPTA TAX WITHHOLDING REQUIREMENT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a
341 portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign
342 person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

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

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

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

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

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

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

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

373 27. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY: The Agricultural Foreign Investment Disclosure Act of
374 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions
375 and holdings to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their
376 attorney regarding this requirement.

Buyer Initials MB / Date 04/20/2023

Seller Initials / Date



VACANT LAND REAL ESTATE SALE AGREEMENT

DEFINITIONS/MISCELLANEOUS

28. DEFINITIONS: In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:
Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.
Agreement or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.
Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.
Effective Date means the date when this Agreement has been Signed and Delivered.
Firm means the real estate company with which an Agent is affiliated.
Notice means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).
Notify means delivering a Notice to the other party or their Agent.
Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission").
Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app.

29. MISCELLANEOUS:
(1) TIME. Time is of the essence of this Agreement.
(2) NOTICES. Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller.
(3) NONPARTIES. Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).
(4) TIME ZONES. Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.
(5) ELECTRONIC TRANSMISSION. The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original.
(6) BINDING EFFECT. This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller.
(7) COUNTERPARTS. This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

Buyer Initials MB / Date 04/20/2023

Seller Initials / Date



Sale Agreement # 04022023ep

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### VACANT LAND REAL ESTATE SALE AGREEMENT

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

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

### DISPUTE RESOLUTION

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

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

439 **32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of  
440 the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.  
441 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims  
442 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

443 **32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of  
444 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available  
445 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service  
446 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding  
447 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to  
448 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will  
449 not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing  
450 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

451 **32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance  
452 with the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable,  
453 the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in  
454 that section.

### SIGNATURE INSTRUCTIONS

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

Buyer Initials MB / \_\_\_\_\_ Date 04/20/2023

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_



VACANT LAND REAL ESTATE SALE AGREEMENT

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

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

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

465 This offer will automatically expire on (insert date) 04/28/2023 at 5 a.m. p.m. (the "Offer Deadline"). If not accepted by that
466 time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted
467 by Seller only in writing.

468 Buyer Michael Black City of Ashland Date 04/20/2023, 04:00:50 PM PDT a.m. p.m.

469 Buyer Date a.m. p.m.

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

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

478 Seller Timothy G. Tuttle, Trust Date a.m. p.m.

479 Seller Janet K. Baker, Trustee Date a.m. p.m.

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

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

- 484 [ ] Seller does not accept the above offer, but makes the attached counteroffer.
485 [ ] Seller rejects Buyer's offer.

486 Seller Date a.m. p.m.

487 Seller Date a.m. p.m.



Sale Agreement # 04022023ep  
Addendum # 1

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### ADDENDUM TO REAL ESTATE SALE AGREEMENT

1	Buyer(s) <u>City of Ashland</u>
2	Seller(s) <u>Timothy G. Tuttle, Trustee, Janet K. Baker, Trustee</u>
3	Property Address or Tax ID # <u>309 Granite St, 391E08DD 400 and Account #1-006092-3, Ashland, OR 97520</u>
4	(the "Property")

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

- 1) Inspection contingency per lines 143-170 of the Sale Agreement may include investigations with the City of Ashland, Jackson County, and any other inquiries or inspections the Buyer deems necessary or appropriate. Cancellation during this period is at the full discretion of the Buyer, with earnest money being fully refundable during this period.
- 2) Seller acknowledges that Full Circle Real Estate is the representative of the Buyer only and that there is no agency relationship between the Seller and Full Circle Real Estate.
- 3) Offer is contingent upon the Buyer receiving final approval from the Ashland City Council and Parks and Rec Commission.
- 4) Buyer shall hire a licensed surveyor, at Buyer's expense, to complete the lot line adjustment and provide the legal description of the area the Buyer will purchase. Buyer and Seller agree to meet with the surveyor within 20 business days of mutual acceptance to decide upon the location of the lot line adjustment.
- 5) The sale is subject to the following:
  - a) Buyer's and Seller's mutual agreement on the area being purchased.
  - b) Buyer's and Seller's mutual agreement of the completed lot line adjustment.
  - c) Irrigation rights to transfer with the sale.
  - d) Buyer's and Seller's mutual agreement of a driveway easement for maintenance access.
- 6) Once the Buyer and Seller approve the lot line adjustment survey, the Buyer shall deliver lot line partition documentation and recording documentation to the title company.
- 7) Seller agrees to provide Buyer with copies of the following items, including but not limited to lease agreements, copies of all utility and maintenance invoices for the last twelve months, copies of all environmental assessments, environmental studies, all communication with City of Ashland Planning Department, any other binding agreements or

Buyer Initials MB / \_\_\_\_\_ Date 04/20/2023

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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Sale Agreement # 04022023ep  
Addendum # \_\_\_\_\_

RESIDENTIAL

### ADDENDUM TO REAL ESTATE SALE AGREEMENT

35 contracts, and documents relating to the Property to the extent in Seller's possession or  
36 control (the "Property Information"). All Property Information should be emailed to the Buyer  
37 or their representatives within ten business days of mutual acceptance.

38  
39 8) Seller shall not enter into any leases or contracts for the Property or any amendments  
40 without Buyer's prior written consent. Seller shall terminate any service contracts and  
41 purchase agreements at Closing which Buyer does not elect to assume, and Seller shall  
42 indemnify Buyer for any loss incurred thereunder.

43  
44 9) Buyer and Seller shall each be responsible for their own legal and accounting costs  
45 associated with the transaction. Full Circle Real Estate waives all commission paid by  
46 Seller. Buyer shall be responsible for all Property appraisals, survey costs, Jackson County  
47 Recording Fees, Jackson County Assessor's Fees, and other associated fees with recoding  
48 property line adjustment, excluding property taxes.

49  
50 10) Please reference Exhibit A for the proposed property line adjustment and easements.

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62 Buyer Michael Black City of Ashland Date 04/20/2023, 04:00:50 PM PDT \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

63 Buyer \_\_\_\_\_ Date \_\_\_\_\_ \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

64 Seller \_\_\_\_\_ Timothy G. Tuttle, Tru Date \_\_\_\_\_ \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

65 Seller \_\_\_\_\_ Janet K. Baker, Trustee Date \_\_\_\_\_ \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Buyer's Agent Eric Poole Seller's Agent No Agency Representation

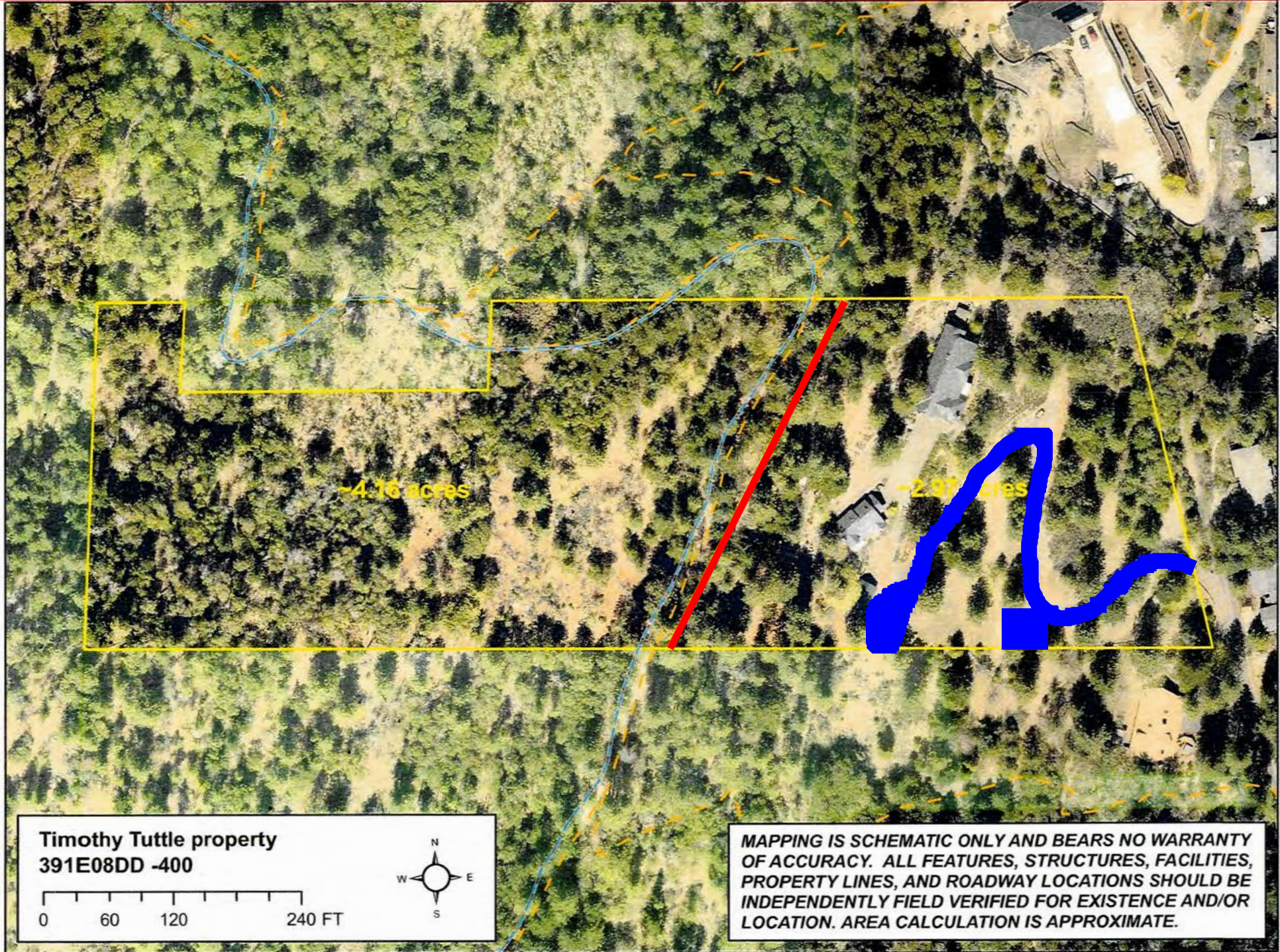
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MB



638 N. Main St. STE B  
Ashland, OR 97520  
P: 541.690.6736

**May 31, 2023**

Jeff McFarland  
Ashland Parks and Rec.  
Ashland, OR 97520

Dear Mr. McFarland,

In review of the proposed maintenance easement to be granted to City of Ashland on 309 Granite Street, Ashland OR 97520, I would value this easement around \$20,000.00. Please reference Exhibit A attached. I recommend the value of this easement based upon several factors. First and foremost, this easement would give City of Ashland workforce easy vehicle access to City owned land, that it doesn't currently have, allowing crews to haul tools and equipment up a very steep incline above Lithia Park. Due to the proposed easement being for workforce and their vehicles, there is a paved driveway provided and maintained by the owner of the reference property. The driveway alone, if the City of Ashland were to construct it, would cost over \$155,000 and would cost approx. \$1,000 per year to maintain. The proposed easement would be permanent and would pass from owner to owner in perpetuity.

In closing, I think for this easement would be critical to City of Ashland to procure from access advantage and over all safety standpoint. With being able to park a vehicle up on this easement, allows for work crews to have safety equipment and an extraction vehicle near City owned property.

Regards,

Eric Herron

Principal Broker

Cascadia Prime, LLC

[erich@CascadiaPrimeCommercial.com](mailto:erich@CascadiaPrimeCommercial.com)

541.690.6736

# ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

## COMMISSIONERS:

Rick Landt  
Leslie Eldridge  
Justin Adams  
Jim Bachman  
Jim Lewis



Michael A. Black, AICP  
Director  
541.488.5340  
AshlandParksandRec.org  
parksinfo@ashland.or.us

## PARKS COMMISSIONER STAFF REPORT

**TO:** Ashland Parks and Recreation Commissioners  
**FROM:** Sean Sullivan, Business Operations Manager  
**DATE:** June 9, 2023  
**SUBJECT:** Non-standard Memorial Request – Lithia Park Lower Duck Pond

---

Jossie Ivanov has requested a non-standard memorial plaque be dedicated to Mary and Dick Mastain at the Lower Duck Pond in Lithia Park. A donation of \$26,000 would be made to fund an upgrade to the circulation and filtration system at the Lower Duck Pond. The donation would cover the majority of the cost of the upgrades based on a quote of \$33,875. The requested timeline for the placement of the plaque is 25 years or the life of the circulation/filtration system, whichever is longer.

The Parks Memorial Policy allows for the placement of non-standard memorials on park amenities and authorizes the Current Parks, Conservation, and Maintenance Subcommittee to provide a recommendation to the full Parks Commission for final approval. All non-standard memorial requests are handled on a case by case basis, per the [Parks Memorial Policy](#). It should be noted that the Section III. G. states, *A conservative approach will be taken regarding requests for memorials in Lithia Park in order to maintain a balance of memorials versus the preservation of the park's natural and historic character.*

This proposal was presented to the [Current Parks, Conservation and Maintenance Subcommittee on November 29, 2022](#). The subcommittee unanimously approved the following motion at that meeting: *...approve the plaque for consideration of the full Commission.*

The item was presented to Commissioners at the [May 3, 2023 Study Session](#) to allow the applicant to easily participate remotely (Study Sessions are held via Zoom). Staff were given direction to take the request back to the Current Parks, Conservation, and Maintenance Subcommittee to address concerns about wording and imagery on the plaque and the proposed placement of the plaque on a boulder.

The Current Parks, Conservation and Maintenance Subcommittee reviewed the proposal on [May 24, 2023](#) and approved the following motion: *...to recommend the proposal as is to the APRC Commission, with the addition of added content to the plaque that states what the donation is going to support.*

### Attachments

Plaque Location Image  
Plaque Proof (with additional content)  
Information on Mary and Dick Mastain

Proposed location in Lithia Park at the Lower Duck Pond (outline not to scale)

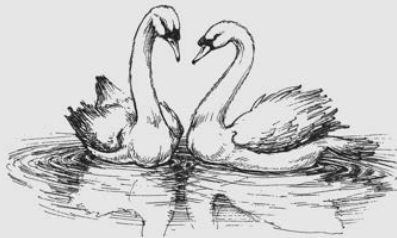


Proposed Plaque

Water quality improvements for the Lower Duck Pond given in honor of

**Mary and Dick Mastain**  
Friends to all the creatures of  
Lithia Park

70 years together:  
swans mate for life



Provided by Jossie Ivanov

Mary and Dick Mastain retired in Ashland in 1993, and lived across the street from Lithia Park until the end of their lives. Both were deeply involved in the Ashland community throughout this time, and loved the City of Ashland, especially Lithia Park. They were regulars at the Ashland City Band's Thursday night concerts, and walked through the park daily. Their children dedicated a park bench and a picnic table for them in the park, which became beloved places they would walk to or picnic at. Mary volunteered for the park leading guided nature walks, and led a total of 133 walks over almost three decades. Mary, also a longtime volunteer for the Ashland Chamber of Commerce, was selected as the Grand Marshal of the 4th of July Parade in 2018 as exemplifying the theme of "Empowering Wellness Through Community."

Both duck ponds in Lithia Park were special places for Mary, a lifelong bird lover. In the early years of their retirement, Mary would save her stale bread to feed the ducks with her grandchildren, but she closely followed the water quality regulations at the Upper and Lower duck ponds; Dick started making trips to the Ashland Grange to keep Mary supplied with plenty of cracked corn for her ducks when that became the Parks Department guidance. Later, when the feeding regulations changed again, Mary would buy feed from the little machine that was installed at the Lower Duck Pond. She loved the swans in the Lower Duck Pond, and could identify all the different types of ducks that lived in the ponds over the years, worrying when the water quality was worse and hoping that the ducks had enough to eat.

When Mary passed away in 2020 and her family found out that the park needed help with restoring water quality at the Lower Duck Pond, it felt like the perfect way to honor her. Dick passed away just this year, in 2023. Dick and Mary were married for 70 years, and showed their love for each other and for their community every day. By donating to the restoration of the Lower Duck Pond, their children, in-laws, and grandchildren want to honor their memory with another contribution to the community and the park they both loved so much.

# ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt  
Leslie Eldridge  
Justin Adams  
Jim Bachman  
Jim Lewis



Michael A. Black, AICP  
Director

541.488.5340  
AshlandParksandRec.org  
parksinfo@ashland.or.us

## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners

**FROM:** Sean Sullivan, Business Operations Manager

**DATE:** June 8, 2023

**SUBJECT:** Nutley Easement - Add access for 108 Granite St (Action)

---

### SITUATION

In 2017, APRC granted an easement over Parks property from Nutley Street to the property owner at 114 Granite for access to/for the placement of a bungalow at 114 Granite Street. The easement was solely for the use of 114 Granite St. to allow vehicular access. The property immediately to the south of 114 Granite St. (108 Granite St) possesses an historic easement across 114 Granite Street but cannot access that easement legally at the current time without permission from APRC to access Parks property. The owners of 108 Granite Street are requesting permanent vehicular access across APRC property to access the easement on 114 Granite Street and ultimately for access to their property.

### BACKGROUND

APRC has already granted the easement for access to 114 Granite Street. The driveway already exists and the request from 108 Granite Street would not fundamentally change the nature, use or appearance of the driveway as it already exists. This item was first presented to Commissioners on [May 4, 2022](#) with direction from Commissioners for staff to continue working on this item and present an easement for approval.

### ASSESSMENT

Granting additional access to 108 Granite Street via the established driveway from Nutley will not adversely affect APRC and will allow the property owner to access an historic easement that already exists on 114 Granite Street. Legal has prepared the attached easement for Commissioners to consider granting approval.

### RECOMMENDATION

Staff recommends approval of the easement as presented.

Attachment

Nutley St Easement-Thomas-TL 2300 with Exhibit A--2023

Return Document to:  
Ashland City Recorder,  
20 East Main, Ashland, OR 97520

## **RIGHT OF WAY EASEMENT AND AGREEMENT**

1. **Grant.** Subject to all prior easements or encumbrances of record, City of Ashland, (the "Grantor"), owner of property described as a portion of 391E09 TL100 at the northwesterly corner of Winburn Way and Nutley Street (the "Property") hereby grants to, Kelley R. Thomas and Katherine M. Thomas as tenants by the entirety, their successors and assigns (the "Grantee"), a permanent, appurtenant and nonexclusive easement for a right of way 17 feet in width together with the right of access to the right of way across land of Grantor for all activities in connection with the purposes for which this easement has been granted.

2. **Description.** The location of the easement is along the general course(s) now located by Grantee on, over or under the surface of the Property, this easement more particularly described as an area seventeen (17.0) feet in width, more particularly described as follows:

**See Exhibit A, herein attached and incorporated,** (the "Easement Area").

3. **True and Actual Consideration:** \$3,709.00, the sufficiency of which the Grantor deems sufficient.

4. **Purpose.** This easement is solely for access to and for the grantee property legally described as 391E09BC TL3400, ("TL 3400) and utilities to TL 3400 including but not limited to water, sewer, electricity, and communications, and whether they are above or underground, and all accessories and appurtenances thereto (hereafter referred to altogether as "Facilities") necessary or desirable to TL 3400.

Further purposes of this easement is the present and (without payment therefore) the future right of Grantee to keep the Easement Area and said adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger Grantee's Easement Area, Structure or Facilities or impede Grantee's activities to operate and maintain the Structure and Facilities.

5. **Terms and Conditions.**

5.1 Grantee is limited to strict adherence to the purpose of this Easement as set forth in Section 4 above.

5.2 Grantor shall have the right to use the area within the easement in any manner that does not reasonably interfere with Easement Area, Structure and Facilities within the easement area.

5.3 Grantee shall provide Grantor reasonable notice prior to performing work in the Easement Area. Pursuant to such work, Grantee shall:

A. Fill any and all excavations as soon as practicable after opening;

B. Dispose of all brush and debris;

C. Replace in their former condition all improvements, trees, ornamental shrubs and crops, if practicable, as soon as possible after damage or destruction, but if not practicable then pay to Grantor the reasonable value thereof.

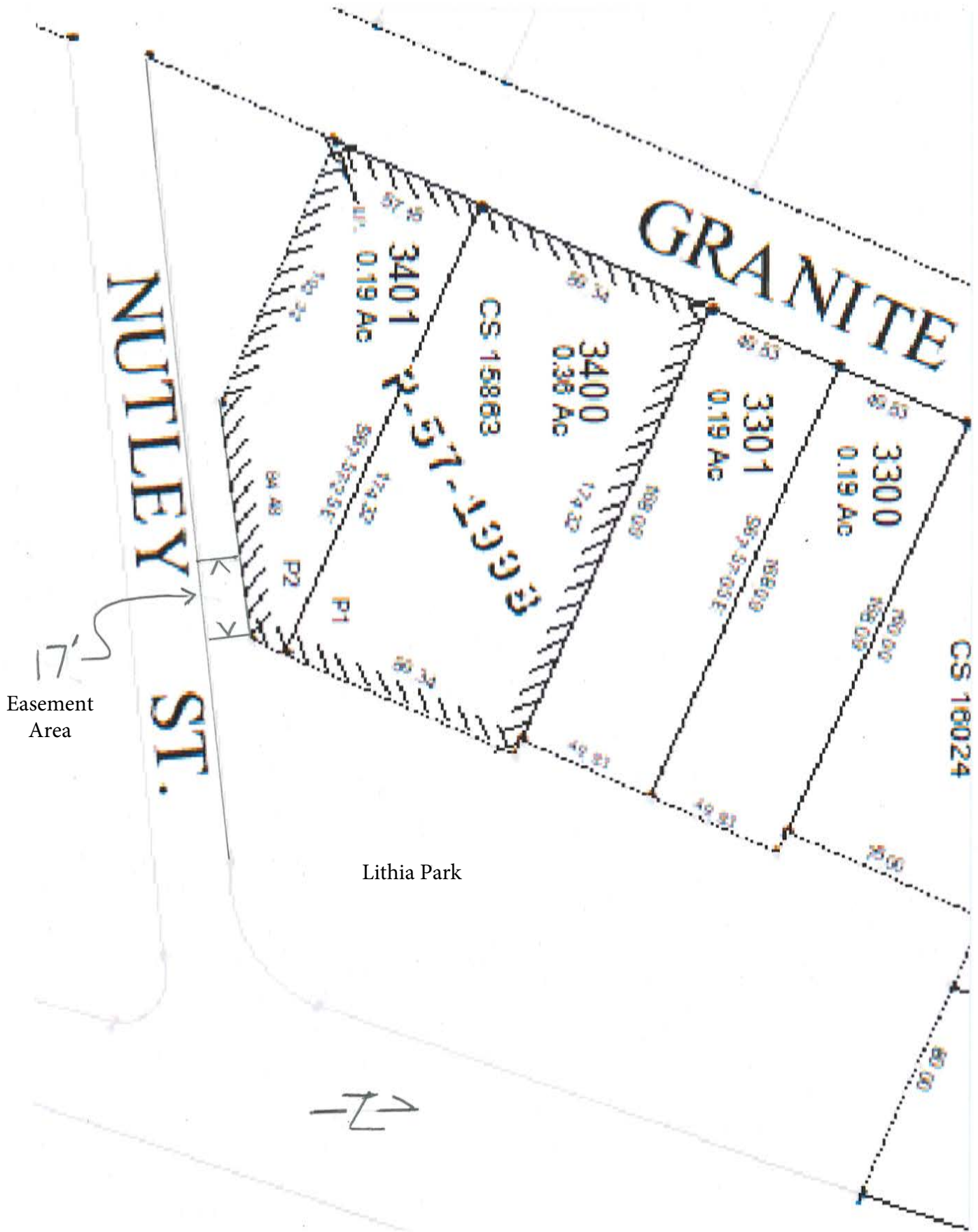
D. Accepts all organizing, performance and financial responsibility for maintenance or repair of the Easement Area, Structure and Facilities on the easement.

E. To pay Grantor for any and all damage that may arise from construction, reconstruction, operation, maintenance, repair, replacement, enlargement or removal of the Easement Area, Structure and/or Facilities;





R-O-W EASEMENT AND AGREEMENT  
EXHIBIT A  
(Easement Area)



# ASHLAND PARKS & RECREATION COMMISSION

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Michael A. Black, AICP  
Director

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parksinfo@ashland.or.us

## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners

**FROM:** Rachel Dials, Deputy Director

**DATE:** June 8, 2023

**SUBJECT:** Lookahead Review and Direction (Direction to Staff)

---

The latest lookahead is being provided for Commissioners to review and provide direction to staff.

Attachment  
June 8, 2023 Lookahead



## Ashland Parks and Recreation Commission Lookahead

*Updated on 6/8/2023*

<b>APRC Subcommittees</b>			
Ashland Senior Advisory Committee - July 10 (Zoom 3:30pm)			Superintendent Glatt
Ashland Japanese Garden Advisory Subcommittee - June 19 (Lithia Cabin 10:30a.m.)			Director Black
Bee City USA Subcommittee - TBD			Nature Center Manager VanWyhe
Current Parks, Conservation, and Maintenance Subcommittee - TBD			Director Black
Golf Course Subcommittee - TBD			Deputy Director Dials
Long Range Planning Subcommittee - TBD			Director Black
Recreation Division Advisory Committee - TBD			Deputy Director Dials
Trails Master Plan Review Subcommittee - TBD (Lithia Cabin TBD)			Director Black
AD HOC Parks & Open Space Map Update Subcommittee - TBD (Lithia Cabin TBD)			Director Black
<b>Council Business / Budget Meetings</b>			
<b>Parking Lot Topics</b>			
Lithia Hillside/Glenview Trail Proposal Public Input			Director Black
Mission, Vision and Values Report (GOAL: Master Plan)			Manager Flora
Butler Perozzi Fountain Fundraising Update			Director Black
Long Term Maintenance Reduction Policy (GOAL: Previous BN Goal Completion)			Director Black
Wildfire Mitigation Policy (GOAL: Previous BN Goal Completion)			Director Black
			Director Black
<b>Annual Reports</b>			
Ashland Parks Foundation Annual Report (November)			APF President
Standard Memorial Report (December)			Director Black
Volunteers in Parks Report (January/December)			Coordinator Shelton

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## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners

**FROM:** Rick Landt, APRC Chair

**DATE:** June 9, 2023

**SUBJECT:** Process for Selecting a New Park Director (Action)

---

In 2014 when Commissioners last replaced a Park Director, a recruiter was hired to do a national search. The process yielded candidates from across the country. Given the high expectations surrounding parks and recreation among community members and the desire of Commissioners to find a top-notch Park Director, Commissioners may want to again locate and hire a recruiter.

**Possible motion:** Chairman Landt is directed, in coordination with HR, to select and hire, as soon as possible, a recruiting firm to find qualified candidates for the Park Director position.

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## STAFF MEMORANDUM

**TO:** Ashland Parks and Recreation Commissioners

**FROM:** Rick Landt, APRC Chair

**DATE:** June 9, 2023

**SUBJECT:** Approval of Revised Job Description for Parks Director (Action)

---

The current APRC Park Director job description was written sometime before 2004 and is in obvious need of updating. It is imperative that the update occur now before the process for hiring a new Park Director commences. Attached is the existing Park Director job description and the new, updated one. The updating was done by Commissioner Landt with support from the Legal and Human Resources departments.

**Possible Motion:** I move to approve the updated Park Director job description as presented.

### Attachments

APRC Park Director Job Description 2004  
APRC Park Director Job Description 2023



## JOB DESCRIPTION

OVERTIME:   \_\_ Exempt   \_X Non-Exempt

JOB TITLE:	<b>Department Director</b>
CLASSIFICATION:	Management
DEPARTMENT:	<i>Parks and Recreation Department</i>
DATE:	<b>February 4, 2004</b>

### PURPOSE OF POSITION:

Responsible for administering all department functions and for attaining goals approved by the Parks and Recreation Commission.

### ESSENTIAL JOB FUNCTIONS:

#### Work with Ashland Parks and Recreation Commission

Provide adequate information to assist the Commission in making decisions and establishing policies. Work with Commission Chair to prepare the agenda and information related to Commission meetings. Work with the Commission to initiate and develop policies for approval by the Commission. Keep the Commission informed on the status of department projects, activities, programs, issues and financial operations.

#### Administer Financial Operations

Supervise and be responsible for department's financial operation. Prepare the annual department budget for the Commission's review and approval. Present the annual department budget to the City of Ashland's Budget Committee. Supervise the annual audit and represent the department at the City's Audit committee. Inform the Commission of needed changes to the budget.

#### Manage Facilities and Programs

Carry out acquisition, construction, improvements and maintenance of parks and open space lands. Direct recreation programs, including but not limited to general recreation, aquatics and environmental education.

#### Manage Personnel

Maintain procedures to fulfill all legal requirements related to employment. Maintain a positive, collaborative working environment. Oversee and participate in a regular employee evaluation process. Responsible for hiring and termination of all department employees. Communicate the goals and policies set forth by the Commission to employees. Evaluate employees working directly under the Director's supervision. Provide effective means for continuing education and training for department employees.

#### Develop Positive Community Relations

Establish and maintain cooperative working relationships with other agencies, organizations and the public. Communicate the goals of the department and help to create community support for the department. Serve as a responsible spokesperson for media and public relations purposes.

#### Planning and Research

Work directly with the Commission to establish short-term and long-term goals. Incorporate strategic planning to achieve goals. Recognize patrons of the system and identify their changing needs. Direct research, writing and administration of grants.



Continue Professional Attributes and Growth

Attend professional meetings and workshops. Represent the department in a positive and professional manner. Remain open to new ideas.

AUXILIARY JOB FUNCTIONS:

JOB QUALIFICATION REQUIREMENTS:

**MANDATORY REQUIREMENTS:** Requires a bachelor's degree in parks and recreation administration or in a related field and five years of progressively responsible experience in an upper-level management position within the parks and recreation field. Must have direct experience working with boards or commissions. Must have experience or a combination of experience and training that demonstrates the knowledge, skills and abilities needed to perform the duties of the position.

**SPECIAL REQUIREMENTS/LICENSES:** Must have the ability to work directly with an elected, policy-making Commission and implement the policies that are established. Requires management skills to provide leadership for the overall planning, coordination, development, operation and administration of a parks and recreation system. Requires strong working knowledge of financial and personnel practices. Must have the ability to develop and maintain working relationships with other agencies, organizations and the general public and to foster positive public relations within the community.

**DESIRABLE REQUIREMENTS:**

PHYSICAL DEMANDS OF POSITION:

The position requires the employee to be mobile.

WORKING CONDITIONS:

Attendance at various meetings is required. Employee must be able to work evening and weekend hours as needed.

SUPERVISORY RESPONSIBILITIES:

Directly supervises all management positions within the department. Indirectly is responsible for the supervision of all department employees.

SUPERVISION RECEIVED:

Reports directly to the Ashland Parks and Recreation Commission.



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**THIS DESCRIPTION COVERS THE MOST SIGNIFICANT ESSENTIAL AND AUXILIARY DUTIES PERFORMED BUT DOES NOT INCLUDE OTHER OCCASIONAL WORK WHICH MAY BE SIMILAR, RELATED TO, OR LOGICAL ASSIGNMENT TO THE POSITION.**

PARKS & RECREATION DIRECTOR APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_





## JOB DESCRIPTION

OVERTIME:  Exempt  Non-Exempt

JOB TITLE: CLASSIFICATION: DEPARTMENT: DATE:	<b>Department Director</b> Management <i>Parks and Recreation Department</i> <b>June 9, 2023</b>
---	---

### **PURPOSE OF POSITION:**

Responsible for administering all Ashland Park & Recreation Commission (APRC) functions and for attaining goals approved by the APRC Board of Commissioners.

### **ESSENTIAL JOB FUNCTIONS:**

#### Work with APRC Board of Commissioners

Director will carry out all policies and directives that are passed by the five member APRC Board of Commissioners at properly noticed public meetings. Provide adequate information to assist the Commissioners in making decisions and establishing policies. Work with the Commissioner Chair to prepare the agenda and information related to Commissioners' meetings. Work with the Board of Commissioners to initiate and develop policies for approval. Keep the Board of Commissioners informed on the status of projects, activities, programs, issues and financial operations.

#### Administer Financial Operations

Supervise and be responsible for APRC's financial operation. Prepare the biennial APRC budget for the Board of Commissioners' review and approval. Present the biennial APRC budget to the City Council and City of Ashland's Budget Committee. Inform Board of Commissioners of needed changes to the budget. Periodically review and report to Board of Commissioners about recreational programs on the basis of revenues, expenses and number of community participants, with a goal of seeking savings, enhancing revenues and determining what programs can be sustained.

#### Manage Facilities and Programs

Carry out acquisition, construction, improvements and maintenance of parks and open space lands. Direct recreation programs, including but not limited to general recreation, aquatics and environmental education. Seek creative approaches to augment revenues via grants, donations, and other means.

#### Manage Personnel

Maintain procedures to fulfill all legal requirements related to employment. Adhere to all City policies and procedures. Maintain a positive, collaborative work culture for all employees. Communicate the goals and policies set forth by the Board of Commissioners to employees. Responsible for hiring and termination of all department employees. Oversee and participate in a regular employee evaluation process per Human Resources guidelines. Provide effective means for continuing education and training for department employees. Support diversity, equity and inclusion in the workplace.

#### Develop Positive Community Relations

Establish and maintain cooperative working relationships with other agencies, organizations, the public, City departments and the City Council. Communicate the goals of APRC Board of Commissioners and help to create community support for APRC. Serve as a responsible spokesperson for media and public relations purposes. Communicate and support the unique position of APRC in the City structure as defined in the City

Charter. Encourage community involvement and ensure Commissioners are kept abreast of public input and trends. Manage public involvement in a positive, respectful manner.

Planning and Research

Work directly with the Board of Commissioners to establish and prioritize short-term and long-term goals. Incorporate strategic planning to achieve goals. Recognize patrons of the system and identify their changing needs. Assist Board of Commissioners in determining when patron requests can and cannot be implemented based on finances, resources, staff time and greatest good for the greatest number. Direct research, writing and administration of grants.

Collaborate with City departments to leverage park and recreation infrastructure with City infrastructure to achieve multiple community benefits through integrated planning.

Continue Professional Attributes and Growth

Attend professional meetings and workshops. Represent APRC in a positive and professional manner. Remain open to new ideas.

Vision and Future Planning

Recognize the essential role of parks and recreation in community livability, sustainability and resilience.

Maintain an awareness of changing environmental and community trends to keep APRC positioned as a leader in climate action, healthy forests, wildlife preservation and other ecological values.

**AUXILIARY JOB FUNCTIONS:**

**JOB QUALIFICATION REQUIREMENTS:**

**MANDATORY REQUIREMENTS:** Requires a bachelor's degree in parks and recreation administration or in a related field and five years of progressively responsible experience in an upper-level management position within the parks and recreation field or a related field. Must have direct experience working with boards or commissions. Must have experience or a combination of experience and training that demonstrates the knowledge, skills and abilities needed to perform the duties of the position.

**SPECIAL REQUIREMENTS/LICENSES:** Must have the ability to work directly with an elected, policy-making Commissioners and implement the policies that are established. Requires management skills to provide leadership for the overall planning, coordination, development, operation and administration of a parks and recreation system. Requires strong working knowledge of financial and personnel practices. Must have the ability to develop and maintain working relationships with other agencies, organizations and the general public and to foster positive public relations within the community.

**DESIRABLE REQUIREMENTS:**

**PHYSICAL DEMANDS OF POSITION:**

*The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*



(1) Mobility: frequent sitting for long periods of time; occasional bending, stooping, kneeling, and crawling. (2) Lifting: frequently up to 10 pounds; occasionally up to 50 pounds. (3) Vision: constant use of overall vision; frequent reading and close-up work; occasional color and depth vision. (4) Dexterity: frequent use of keyboard; frequent repetitive motion; frequent writing; occasional grasping, pushing, pulling, reaching and turning. (5) Hearing/Talking: frequent hearing and talking, in person and on the phone. (6) Emotional/Psychological frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone. (7) Other: occasional work in confined spaces.

**WORKING CONDITIONS:**

*The work environment characteristics described here represent those typical employees encounter while performing this classification's essential functions. Reasonable accommodations may enable individuals with disabilities to perform the essential functions.*

Work is performed in a typical office environment with moderate noise. Work occasionally occurs in an outdoor environment with potential exposure to inclement weather conditions and may require travel to and from various job sites.

Attendance at various meetings is required. Employee must be able to work evening and weekend hours as needed. Employee is encouraged to live within a 30 minute drive of park headquarters and ideally within Ashland City limits.

**SUPERVISORY RESPONSIBILITIES:**

Directly supervises all management positions within APRC. Indirectly is responsible for the supervision of all APRC employees.

**SUPERVISION RECEIVED:**

Reports directly to the Ashland Parks and Recreation Commission Commissioners. Commissioner Chair to prepare the agenda and information related to Commissioners' meetings. Work with the Board of Commissioners to initiate and develop policies for approval. Keep the Board of Commissioners informed on the status of projects, activities, programs, issues and financial operations.

**THIS DESCRIPTION COVERS THE MOST SIGNIFICANT ESSENTIAL AND AUXILIARY DUTIES PERFORMED BUT DOES NOT INCLUDE OTHER OCCASIONAL WORK WHICH MAY BE SIMILAR, RELATED TO, OR LOGICAL ASSIGNMENT TO THE POSITION.**

PARKS & RECREATION DIRECTOR APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

