

Ashland Housing Commission
Regular Meeting Agenda



Wednesday 28, 2012: 4:30 – 6:30pm
Council Chambers – 1175 East Main Street

1. (4:30) **Approval of Minutes** (5 min)
February 22, 2012
2. (4:35) **Public Forum** (5 min)
3. (4:40) **CDBG Application Review and Staff Recommendations** (20 min)
Linda Reid
4. (5:00) **CDBG Applicant Presentations** (60 min)
Maslow Project-School Based Services for Ashland homeless youth
St. Vincent De Paul-Home Visitation Program
Ashland Emergency Food Bank-Food Bank building Acquisition
Living Opportunities-Ashland Community Employment Services Remodel
5. (6:00) **Housing Commission Recommendations** (10 min)
6. (6:10) **Liaison Reports discussion** (10 min)

Liaison Reports
Council (Carol Voisin)
Staff (Linda Reid)
General Announcements
7. (6:20) **April 25th, 2012 Meeting Agenda Items** (5 min)
CDBG Action Plan Approval
Commissioner items suggested (5 min)
Quorum Check – Commissioners not available to attend upcoming regular meetings should declare their expected absence.
8. (6.25) **Upcoming Events and Meetings**
Homeless Task Force Meeting- April 17th, 2012: 10:30-12:00: Housing Authority
Conference Room 2231 Table Rock Road, Medford

Next Housing Commission Regular Meeting
4:30-6:30 PM; April 17th, 2012
9. (6:30) **Adjournment**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Community Development office at 541-488-5305 (TTY phone is 1-800-735-2900). Notification 48 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 1).



**CITY OF
ASHLAND**
ASHLAND HOUSING COMMISSION
DRAFT MINUTES
February 22, 2012

CALL TO ORDER

Chair Regina Ayars called the meeting to order at 4:30 p.m. at the Council Chambers located at 1175 East Main St. Ashland, OR 97520.

Commissioners Present:	Council Liaison
Regina Ayars	Mike Morris
Brett Ainsworth	
Barb Barasa	Staff Present:
Ben Scott	Linda Reid, Housing Specialist
	Carolyn Schwendener, Admin Clerk
Commissioners Absent:	
Richard Billin, excused	
James Dills	

APPROVAL OF MINUTES

Barasa/Ainsworth m/s to approve the minutes of the January 25, 2012 regular Housing Commission meeting. Voice Vote: All Ayes, minutes were approved as presented.

PUBLIC FORUM

Sangye introduced himself as a Southern Oregon University student interested in becoming the student Liaison for the Housing Commission. He is a senior at SOU and would like to learn more about the political process. After being approved by the SOU Student Senate he will submit a letter of interest to the Mayor.

Evan Lasley shared that he is interested in a more long term commitment and is considering applying to be a regular Housing Commissioner.

RVTV PROJECT

Since Dills was absent Barasa gave an update regarding the progress of the RVTV project. She stated that Dills has taken footage interviewing Brandon Goldman, City Senior Planner as well as footage of himself speaking as a Housing Commissioner. He also has footage of Housing Projects within the City. Barasa said the footage will need to be edited into shorter amounts of time with question and answer periods. Since Dills doesn't have the editing equipment he will need to go to RVTV to do the editing, which is labor intensive.

It was suggested that the Commissioners email Dills with their ideas of whom he can interview and what topics to discuss for the program. April is Fair Housing Month and a Public Service Announcement was suggested as the topic for the March program.

Put on next month's Agenda a discussion of ways to help Dills with this project.

HOUSING WORK PLAN UPDATE AND RECOMMENDATION

The Housing Work Plan is intended to identify specific housing activities that have already been initiated by the City to be completed in the short term (2-year). The plan will provide direction to City staff and provide measurable outcomes for elected and appointed Officials to monitor the objective and the success of the Housing Program. The work plan is for the years 2012 through 2015. A three year time frame ending with the Consolidated Plan update.

Reid distributed to the Commissioners a copy of the draft showing just the significant changes that were made. The following three additions were added to the Work Plan.

- Extended some of the project timelines out.
- Vertical Housing Tax Credit. This is a Program offered through Oregon Housing and Community Services where a City can identify certain zones such as pedestrian places where there would be an increase in development with Mixed Use Residential and Commercial to encourage higher density housing which in turn can promote affordable housing and encouraging multi modal transportation. The applicant would receive tax credits for every floor above the Commercial building for a period of ten years.
- Allowing Accessory Residential Units in zones where they are currently permitted without the need for a Conditional Use Permit. This is moving forward.

LIAISON REPORTS DISCUSSION

Council – Morris confirmed that the City has hired a new City Administrator, Dave Kanner. The Council made a policy stating that before any City Commission can spend money sponsoring an event they must first go through the City Council for approval. The Council also approved the use of the monies from the purchase of the Clay Street property to be dedicated to the Housing Trust Fund.

Staff – At next month's meeting the Commissioners will be listening to presentations from the CDBG applications.

General Announcements – Reid met with Professor Pat Acklin from Southern Oregon University. Acklin has a class titled Planning Issues. Half the Class will be looking at the Land Use Ordinance with regard to manufactured homes throughout the state and make suggestions on how the City can make their land use ordinance meet those needs. When finished the class will give a presentation to the City Council. If time allows they will also present to the Housing Commission.

Barasa will draft a letter to be mailed to property owners of expiring use units giving them information on incentives for retaining affordable units. Barasa will forward the letter to Reid for editing.

HOUSING NEEDS ANALYSIS ONLINE SURVEY SUMMARY

Brian, a City intern, worked on the Housing Needs Analysis. Brian put together a questionnaire on survey monkey called "A Housing Needs Survey." He had quite a good response with a total of one hundred and seventy seven people taking the survey.

Reid distributed the results from the survey. These are preliminary reports as Reid has not had the opportunity to review the data yet.

Brian also sent out a mailer to property owners with different questions then the survey money questionnaire. Four hundred and eighty mailers went out and fifty five have been returned to date. The questions on the mailer were quite minimal, bedroom type, rent prices, and vacancy rate. Reid said that the information will be included in the Housing Needs Analysis Update.

Reid pointed out that the average rent is actually still below fair market rent. She also noticed that most owners commented they had very low vacancy rates with long time renters.

Reid acknowledged that the City utilized the CDBG Recovery Act money to do a program in conjunction with the

Conservation Department where the City gave out a grant of \$3,000 for home owners to do energy efficiency upgrades. Dan Cunningham from the Conservation Department did the energy audits on the units and then the owners received rebates or a 0% financing loan that gets paid back through their utility bills. Reid will check with Mr. Cunningham to see if he would be willing to come to one of the Housing Commissions meetings and discuss the City's conservation programs.

CDBG funds can be used to do rehabilitation programs including energy efficiency programs. Rental rehab is something that has not been done recently with CDBG funds though it has been done in the past. Grantors tend to shy away from it as an activity because the long term benefits to low income populations are harder to enforce/guarantee. The money coming into the Housing Trust Fund, when it gets repaid, comes from an 1985 CDBG rental rehab program to promote energy efficiency. At this time there is no program available for anyone who rents.

MARCH 28, 2012 MEETING AGENDA ITEMS

Quorum check; everyone confirmed they will be here, including Evan. Reid will check with James.

UPCOMING EVENTS AND MEETINGS

Homeless Task Force Meeting-March 20, 2012: 10:30-12:00 Housing Authority Conference Room 2231, Table Rock Road, Medford

Reid encouraged the Commissioners to stop by the Community Development office and pick up a Comprehensive Plan.

Next Housing Commission Regular Meeting

March 28, 2012 4:30-6:30 PM

ADJOURNMENT - The meeting was adjourned at **6:00** p.m.

Respectfully submitted by Carolyn Schwendener

Staff Evaluation

To: Ashland Housing Commission
Title: Community Development Block Grant (CDBG) 2011 RFP
Date: March 28, 2012
Submitted By: Linda Reid, Housing Program Specialist

The City of Ashland has received four applications for 2012 Community Development Block Grant funds that are competitively available. The total City of Ashland allocation of CDBG funds for the 2012 program year is expected to be approximately \$164,556. The funds that have been offered competitively are estimated from the previous year's allocation and have had the administrative portion of 20% removed (or approximately \$32,911 for administration of the CDBG program). Of the available 2012 funds a set aside of 15% or approximately \$24,000 is available for Public Service projects. An unallocated balance of \$13,522 in carryover funds may be added to the Capital Improvement project funds. In total there is approximately \$145,168 available for award. The City will reserve the right to award more or less than this estimate dependant on the final entitlement amount authorized by Congress and the Department of Housing and Urban Development.

The City of Ashland Housing Commission will hold a public hearing on March 28th to review the grant requests and make a recommendation to forward to the City Council. Staff's recommendation regarding the allocation of the 2012 CDBG funds is provided on the following pages.

Proposals Received

Organization	Proposed Project	CDBG Funds Requested	Goal	Consolidated Plan Goal # and Rank*
St. Vincent De Paul	Assist low income and at risk Households with emergency funding to prevent homelessness and utility disconnections.	\$24,000	Provide 29 low income households with emergency services	Goals 6.1 Need Rank A Goals 6.2 Need Rank B Goals 8.2 Need Rank B
Maslow Project	Encourage stability, self-sufficiency and school achievement for homeless youth.	\$10,000	Provide access to basic needs, information and referral. Provide case management to improve stability to approximately 35-99 identified homeless youth.	Goal 6.1 Need Rank A
Living	Renovations to Ashland	\$20,000	Renovations to	Goal 8.2



Opportunities	Community Employment Services Building to support employment and leisure activities for special needs populations		building that serves 22 special needs clients with employment and life skills assistance	Need Rank B Goal 14.1 Need Rank B
Ashland Emergency Food Bank	The acquisition of the building located at 560 Clover Lane, which they now lease from Peoples Bank of Commerce	\$130,000	The acquisition of the building which they now occupy at 560 Clover Lane. To continue serving 5,600 households with need food items	Goal 6.1 Need Rank A Goal 8.2 Need Rank B

Funding Requested/Available

A total of \$145,168 in CDBG funds is expected to be available to distribute to eligible recipients for projects meeting the CDBG national objectives, and which are consistent with the City of Ashland 2010-2014 Consolidated Plan. The maximum allocation allowable to be used to support public services is limited to approximately \$24,000. The 2010-2014 Consolidated Plan sets a policy of limiting the award of funds to not more than two projects in a program year.

These funds will be available upon approval of the 2012 Action Plan, and upon the completion of any regulatory requirements including but not limited to environmental review clearance.

Upon completion of the Action Plan a public hearing for review and approval will be held before the Housing Commission to insure consistency with the awards designated by the City Council. The US department of Housing and Urban Development (HUD) must review the annual Action Plan submitted by the City to ensure the activities funded are consistent with federal requirements, and with the local Consolidated Plan.

Assessment Criterion

Staff has assessed the proposals to determine whether they meet the Federal CDBG regulations and address the priorities identified within the City of Ashland 2010-2014 Consolidated Plan.

Three areas are evaluated for each proposal regarding compliance with federal regulations.

- Projects must meet the National Objective of the Community Development Block Grant Program.
- All CDBG funded projects must be an “eligible” use under the Community Development Block Grant Program.
- If a project meets all federal requirements and is selected for award, then federal regulations must be met throughout the course of the project.

Some examples of federal regulations which pertain to Community Development Block Grant funded projects are; all projects funded in whole or in part, with CDBG dollars require an environmental review in accordance with the National Environmental Policy Act (NEPA). Certain construction projects must use federal Davis-Bacon wage rates. Housing involving structures built prior to 1978 must be tested for the presence of Lead Based Paint and if found steps to mitigate Lead Based Paint must be taken. Any project involving the displacement of residents or businesses as a result of the federally funded project



are entitled to assistance under the Uniform Relocation Act. Most importantly the beneficiaries from the application of CDBG funds must qualify as eligible populations under the Federal requirements. Areas of concern are described for each proposal received. The Housing Commission and the City Council can only award CDBG funds to projects that can meet all federal requirements and meets an objective as outlined in the City's 2010-2014 Consolidated Plan.

Priorities within the City of Ashland's 2010-2014 Consolidated Plan are given a priority ranking by letter. The rankings of A, B and C are intended to assist in directing CDBG funds to the greatest needs. In cases where there are competing projects for limited funds, the projects(s) that are ranked the highest will be funded.

A-The City of Ashland plans to use the CDBG funds for projects that meet these needs.

B-The City of Ashland may use CDBG for projects that meet these needs.

C-The City of Ashland does not plan to use CDBG funds for projects meeting these needs but will consider certifications of consistency for other entities which are applying for federal assistance to meet these needs. Additionally such needs may also be addressed by the City through the allocation of Economic Development and or Social Service Grants from the City General Fund.

Public Service Proposal Evaluation

Maslow Project-School Based Services for Ashland Homeless Youth

Staff has reviewed the Maslow Project, School Based Services for Ashland Homeless Youth Proposal to determine whether it meets the Federal CDBG regulations, and if the proposal addresses the priorities within the City of Ashland 2010-2014 Consolidated Plan. Maslow Project requested \$10,000 in Public Service Grant funds to assist them in placing a case manager in the elementary, middle and high schools, providing outreach to high risk homeless youth and providing them with immediate needs, case management to keep youth engaged in school and promote stability and self-sufficiency for the homeless youth and their families.

- This project proposal qualifies under the Low-Moderate Income (LMI) benefit national objective; homeless populations are a presumed benefit population under the CDBG program.
- Services to homeless and at-risk populations are and eligible use of CDBG funds.
- Maslow's proposal expects to provide services to 99 identified homeless school children currently enrolled in the Ashland School District.
- Maslow Project has proven capacity to administer CDBG grant funds.
- Staff finds that Maslow Project's proposal is consistent with goals number 6.1 and 8.2 of the City of Ashland's 2010-2014 Consolidated Plan.

Goal 6: Support services for homelessness prevention and transition. Where possible, give funding priority to services that are part of a comprehensive approach that improves the living conditions of clients. Safety net services that meet basic needs shall only be funded with CDBG dollars if it can be demonstrated that clients receiving those benefits are part of a program that will eventually help them obtain self-sufficiency.



- **6.1 Provide assistance to non-profit organizations that assist the homeless and those at risk of homelessness, provide transition assistance to the homeless, and help prevent homelessness (A)**

In evaluating the proposal it is evident that the classification of “A” as a priority indicates that this is the highest priority use for the CDBG funds.

A-The City of Ashland plans to use CDBG funds for projects that meet these needs.

Staff sees that Maslow Project’s proposal is an eligible use of the CDBG funds and is consistent with the City of Ashland Strategies as outlined in the 5 year Consolidated Plan. This activity assists in the prevention of homelessness for low-income households. Further this project meets and exceeds the 10% leverage requirement of the City of Ashland’s CDBG program providing double the requested grant funds and leveraging further funds from other sources

St. Vincent De Paul-Home Visitation Program

Staff has reviewed the St. Vincent de Paul program proposal to determine whether it meets the Federal CDBG regulations, and if the proposal addresses the priorities within the City of Ashland 2010-2014 Consolidated plan. St. Vincent’s has requested \$24,000 to assist them in defraying the cost of rent and utility relief for people facing eviction and shut offs thereby preventing homelessness.

- This project proposal qualifies under the Low-Moderate Income (LMI) benefit national objective.
- Generally Income payments (payments to an individual or family, which are used to provide basic services such as food, shelter (including payment for rent, mortgage, and/or utilities) or clothing) are ineligible public service activities when such payments are provided has a grant. However, such expenditures are eligible if; the income payments do not exceed three consecutive months; and the payments are made directly to the provider of services on behalf of an individual or family. This project meets those criteria.
- St. Vincent has a proven capacity to administer CDBG grant funding.
- St. Vincent expects to assist approximately 29 households or between 75-100 people with the granted funds.
- Staff finds that St. Vincent’s proposal is consistent with goals number 6.1 and 8.2 of the City of Ashland’s 2010-2014 Consolidated Plan.

Goal 6: Support services for homelessness prevention and transition. Where possible, give funding priority to services that are part of a comprehensive approach that improves the living conditions of clients. Safety net services that meet basic needs shall only be funded with CDBG dollars if it can be demonstrated that clients receiving those benefits are part of a program that will eventually help them obtain self-sufficiency.

- **6.1 Provide assistance to non-profit organizations that assist the homeless and those at risk of homelessness, provide transition assistance to the homeless, and help prevent homelessness (A)**
- **6.3 Support activities that expand service-enriching housing for the homeless and other special needs populations, including increased shelter, transitional and permanent supportive housing resources. (B)**



Goal 8: To support housing and supportive services for people with special needs. People with special needs include the elderly, the frail elderly, persons with developmental disabilities, persons with physical disabilities, persons with severe mental illness, persons with alcohol or other drug dependencies and persons with HIV/AIDS or related illnesses.

- **8.2 Provide assistance to non-profit organizations that provide support services to extremely low- and low-income special needs populations. (B)**

In evaluating the proposal it is evident that the classification of “A” as a priority indicates that this is the highest priority use for the CDBG funds.

A-The City of Ashland plans to use CDBG funds for projects that meet these needs.

Staff sees that St. Vincent’s proposal is an eligible use of the CDBG funds and is consistent with the City of Ashland Strategies as outlined in the 5 year Consolidated Plan. This activity assists in the prevention of homelessness for low-income and special needs households. Further this project meets and exceeds the 10% leverage requirement of the City of Ashland’s CDBG program providing double the requested grant funds and leveraging further funds from other sources.

Capital Improvement Proposals

Living Opportunities-ACES (Ashland Community Employment Services) Remodel

Staff has reviewed the Living Opportunities ACES Remodel Capital Improvement proposal to determine whether it meets the Federal CDBG regulations, and if the proposal addresses the priorities within the City of Ashland’s 2010-2014 Consolidated plan. Living Opportunities requested \$20,000 in grant funds to assist them in the renovations and repairs on their ACES, employment and leisure activities building that serves peoples with disabilities.

- This project proposal qualifies under the Low-Moderate Income (LMI) benefit national objective; peoples with disabilities are a presumed benefit population under the CDBG program. Barrier removal and/or ADA accessibility are an eligible use of CDBG Capital Improvement funds.
- This proposal anticipates serving approximately 22 individuals with special needs.
- Staff finds that Living Opportunities’ proposal is consistent with goal number 8 and 8.2 of the City of Ashland’s 2010-2014 Consolidated Plan.

Goal 8: To support housing and supportive services for people with special needs. People with special needs include the elderly, the frail elderly, persons with developmental disabilities, persons with physical disabilities, persons with severe mental illness, persons with alcohol or other drug dependencies and persons with HIV/AIDS or related illnesses.

- **8.2 Provide assistance to non-profit organizations that provide support services to extremely low- and low-income special needs populations. (B)**



In evaluating the proposal it is evident that the classification of “B” as a priority indicates that this is an activity that the City may use CDBG funds to support.

B- The City of Ashland may use CDBG for projects that meet these needs.

Staff sees that Living Opportunities’ proposal is an eligible use of the CDBG funds and is consistent with the City of Ashland Strategies as outlined in the 5 year Consolidated Plan. This activity supports Living Opportunities in providing employment and life skills assistance to special needs individuals. Further this project meets and exceeds the 10% leverage requirement of the City of Ashland’s CDBG program.

Ashland Emergency Food Bank-Food Bank Building Acquisition

Staff has reviewed the AEF Bank Capital Improvement proposal to determine whether it meets the Federal CDBG regulations, and if the proposal addresses the priorities within the City of Ashland’s 2010-2014 Consolidated plan. Ashland Emergency Food Bank has requested \$130,000 in grant funds to assist them in acquiring the building that they currently lease from People’s Bank of Commerce.

- This project proposal qualifies under the Low-Moderate Income (LMI) benefit national objective; the nature of the activity, i.e. food bank, qualifies the beneficiaries of the activity as a presumed benefit population under the CDBG program.
- The acquisition of real property by a non-profit organization to be used to provide a service to low income and presumed benefit populations are an eligible use of CDBG Capital Improvement funds.
- This proposal anticipates serving approximately 5,600 households or 14,000 individuals..
- Staff finds that Living Opportunities’ proposal is consistent with goal number 6.1 and 8.2 of the City of Ashland’s 2010-2014 Consolidated Plan.

Goal 6: Support services for homelessness prevention and transition. Where possible, give funding priority to services that are part of a comprehensive approach that improves the living conditions of clients. Safety net services that meet basic needs shall only be funded with CDBG dollars if it can be demonstrated that clients receiving those benefits are part of a program that will eventually help them obtain self-sufficiency.

- **6.1 Provide assistance to non-profit organizations that assist the homeless and those at risk of homelessness, provide transition assistance to the homeless, and help prevent homelessness (A)**
- **8.2 Provide assistance to non-profit organizations that provide support services to extremely low- and low-income special needs populations. (B)**

In evaluating the proposal it is evident that the classification of “a” as a priority indicates that this is an activity that the City may use CDBG funds to support.

A-The City of Ashland plans to use CDBG funds for projects that meet these needs.

Staff sees that Ashland Emergency Food Bank’s proposal is an eligible use of the CDBG funds and is consistent with the City of Ashland Strategies as outlined in the 5 year Consolidated Plan. This activity



will allow the Food Bank to continue to provide emergency food supplies to those most in need. Further this project meets and exceeds the 10% leverage requirement of the City of Ashland's CDBG program.

STAFF RECOMMENDATIONS

Staff recommends award of the 2012-2013 CDBG funds as follows:

- \$24,000 to St. Vincent De Paul-Home Visitation Program to fund emergency rent and utility assistance for qualified low-income household in an effort to prevent homelessness.
- \$20,000 to Living Opportunities for capital improvements to 747 Normal.
- \$101,168 to be held in reserve for Ashland Emergency food bank to acquire a permanent location.

Staff's recommendations are based on evaluation of CDBG eligibility, the City's five year Consolidated Plan Goals, readiness to proceed, and in consideration of the limited number of proposals that may be funded in any given year.

Public Service Projects: In examining the two applications for public service funding (SVDP & Maslow) staff found both to be needed activities in our community that would benefit CDBG eligible populations. The SVDP program has a successful track record of providing counseling services, and direct financial assistance, to those at risk of homelessness and homeless household seeking housing. The Maslow project has also proposed an activity that would benefit this same target population with an emphasis on homeless children enrolled in Ashland schools. In evaluation the proposal it was unclear to staff to what degree CDBG funding would result in a quantifiable increase in the current level of services as is required of CDBG funded projects. Further, the Maslow Project, although valuable is an activity that is similar in nature to services currently being offered by Community Works within the community. Unfortunately the public service cap of 20% of Ashland's annual award precludes multiple awards to otherwise comparable services in a given year.

Capital Projects: The Consolidated plan will allow the City to make one award to an eligible capital improvement or site acquisition project in a given year. The two such proposals received, Living Opportunities and Ashland Emergency Food Bank both qualify as eligible projects. In evaluation of each proposal it was evident to staff that Living Opportunities is ready to proceed in this program year, whereas Ashland Emergency Food Bank would not be prepared to acquire a site until completion of an extensive fundraising campaign and as such could not feasibly acquire the property in this program year, staff's recommendation to reserve \$101,168 for AEFB contingent upon successful fundraising allows the AEFB to consider the CDBG funding as leverage for further grant applications, but retains for the city the ability to re-allocate those funds should fundraising efforts fall short or other unforeseen circumstances necessitate a change in plans prior to March 2013.

Potential Housing Commission Motion: To recommend funding the St. Vincent de Paul Home Visitation proposal in the amount of \$ 24,000 and that the Living Opportunity ACES Remodel Capital Improvement proposal be fully funded in the amount of \$20,000. The Commission would also recommend that the balance of the funds \$101,168 be placed in reservation for the Ashland Emergency Food Bank pending the results of their fundraising efforts which could include a second application for the 2013 CDBG RFP.

CDBG Project Proposal Rating Criteria

The final step in the process of evaluating the proposals typically is for the Housing Commission to apply the following compliance criteria to determine which project(s) best meet the City's spending



priorities. Projects are given a rating of High (3 points), Medium (2 points), or Low (1 point), on each of the criteria listed below. The categories proposed provide a valuable way for individual Commissioners to gauge the effectiveness of the proposal in meeting City objectives.

- A. The Project provides benefit to a demographic group that has a need documented in the City of Ashland CDBG Consolidated Plan
- B. The project assists low and moderate-income households in substantially improving their living conditions. The proposed project must have or be part of a comprehensive approach that takes clients from the beginning to the end of the process that improves their living conditions. “Safety net” services or services that meet basic needs shall only be funded if it can be demonstrated that clients receiving those benefits are part of a program that will eventually help them obtain self sufficiency. Exceptions to this requirement are projects targeted at helping people with special needs.
- C. The project is a proven effective strategy to improve conditions or solve an identified problem.
- D. If the project is related to affordable housing, the project retains the units as affordable. The longer the period of time the units remain affordable, the higher ranking the project shall be given
- E. If the project is related to economic development for jobs for low and moderate-income people, at least 51% of the jobs shall be held by low and moderate income people. The longer period of time the jobs are held by low and moderate-income persons, the higher the ranking the project shall be given. The larger percentage of jobs held by low and moderate-income persons the higher the ranking the project shall be given.
- F. The project maximizes partnerships in the community
- G. The project has at least 10% of the total project in matching funds. The larger the amount of matching funds the higher the ranking the project shall be given
- H. The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate service provided by another organization
- I. The agency submitting the proposal has the capacity to carry out the project
- J. The budget and time line are well thought out and realistic
- K. The proposal demonstrates CDBG funds are the most appropriate funding source for the project
- L. The project is ready for implementation within a year of a CDBG award notification
- M. The organization proposing the project has the experience and capacity to undertake the proposed activity.

Letter	SVDP	Maslow Project	Living Opportunities	AEFB
A.	High	High	Medium	High
B.	High	High	High	Low
C.	Medium	High	High	Low
D.	N/A	N/A	N/A	N/A
E.	N/A	N/A	High	N/A
F.	High	High	High	High
G.	High	High	High	High
H.	High	High	Low	High
I.	High	High	High	High
J.	High	High	High	High
K.	High	Medium	Medium	High
L.	High	High	High	Low
M.	High	High	High	High
	32/33	32/33	32/36	27/33





CITY OF ASHLAND
2012 Program Year Community Development Block Grant (CDBG)
Application

These completed Sheets shall be included as the first pages on all submittals.

1) APPLICATION FORM

I. APPLICANT INFORMATION

Applicant Organization Name:

Maslow Project

Executive Director's Name(s): Mary Ferrell

Board Member Names (attach separate sheet): See attached sheet

Applicant Mailing Address:

500 Monroe Street
Medford, OR 97501

Applicant Street Address:

500 Monroe Street
Medford, OR 97501

IRS Classification: 501(c)3 public charity

Federal Tax ID#: 27-0734969

Mission Statement: (may be attached)

Maslow Project's mission is to offer every homeless child and youth the probability of success and the opportunity for a better life. We do this by providing resources for basic needs, removing barriers to education and employment, and fostering self-sufficiency in a collaborative and empowering environment.

Total Employees: 9

Total Volunteers: 45+

II. CONTACT PERSON (designate a contact person who is familiar with the project)

Name: Mary Ferrell
Title: Executive Director
Phone Number: 541-608-6868
Fax Number: 541-608-6869
E-mail Address: mary@maslowproject.com

III. PROJECT INFORMATION SUMMARY

Project Name or Title:

School-Based Services for Ashland Homeless Youth

Expected Completion Date: June 30, 2013

Requested CDBG Funds: \$10,000

Organizational Match: \$13,000

Funds from Other Sources: \$3,500

Total Project Cost: \$26,500



2) PROJECT SUMMARY

SCHOOL-BASED SERVICES FOR ASHLAND HOMELESS YOUTH

Project Background:

Maslow Project is a non-profit agency providing homeless children and youth with basic needs and support services. Maslow Project promotes a youth-centered safety-net model that utilizes a comprehensive web of support, including case management and counseling, support services through agency partnerships, and community resources to best meet the needs of our youth.

Maslow Project delivers services to youth in three fields. The Resource Center in Medford offers a "one-stop" location providing basic needs, emergency assistance, intensive case management, and wrap-around services to ensure stability and success. The Street Outreach Team has three strands of service delivery: schools, agencies, and public locations. Street outreach gets information and supplies to homeless youth primarily in Medford and encourages them to seek support through the resource center. The School-Based Program places case managers in Medford, Ashland, and Rogue River schools to identify youth in need of services. Case managers get immediate needs to youth, track academic and attendance progress, provide mentorship, and refer to additional services at the resource center and other agencies to help youth stay in school and increase chances of graduation.

Maslow Project recognizes that a successful goal-oriented program requires both the meeting of basic needs and wrap-around case management. Simply providing food, clothing, and other basic needs will not solve the root of the problem. Conversely, youth cannot reach higher level goals without having their basic needs met. Our program encompasses both basic needs and case management to ensure the most comprehensive response to the systemic challenges associated with youth homelessness.

We propose a partnership with the City of Ashland to support Maslow Project's School-Based program in Ashland. A Case Manager works with homeless students and parents to ensure stability and school achievement, supporting our mission to offer every homeless child and youth the probability of success and the opportunity for a better life. The total cost of this project is \$26,500. Maslow Project secured \$15,000, has a \$1,500 request pending, and respectfully requests \$10,000 from City of Ashland CDBG.

Project Objective: Encourage stability, self-sufficiency and school achievement for homeless youth.

Project Outcomes:

- 100% of individuals seeking assistance through Maslow Project's case manager will have access to basic needs and information or will be referred to appropriate services through our "No Wrong Door" policy. (99 youth)
- 80% of case managed youth will demonstrate improvement in one or more areas as measured by *Youth Self-Sufficiency Outcome Scales* as compared to baseline info collected at *initial assessment* (35 youth)
- 80% of youth receiving case management will report an increase in access to basic needs, improved stability as reported on *client surveys* (35 youth).

Thank you for your consideration. We look forward to discussing our project with you further.

A handwritten signature in dark ink, appearing to read "Mary Ferrell", is written over a horizontal line.

Mary Ferrell, Maslow Project Executive Director
500 Monroe Street, Medford, OR 97501
541-608-6868

2) PROJECT SUMMARY

See attachment.

3) PROPERTY INFORMATION

This is a social service application; section is not applicable.

4) SERVICES TO BE PROVIDED

Services to be Provided:

Maslow Project is partnering with Ashland School District to place a Case Manager in the elementary, middle, and high schools, identifying high-risk and homeless youth in need of basic and supportive services. The Case Manager provides youth with immediate needs such as clothing, school supplies, and medical resources (including eye glasses, lice treatment, and prescription assistance).

Additionally, the Case Manager assists parents in navigating the maze of social services available in the community, connects them with resources, provides wrap-around case management and coordinates with a variety of outside agencies to create a safety net that decreases the possibility of youth and families getting lost in the system. The Case Manager also assists children in remaining in their school of origin, and coordinates transportation to school of origin with First Student bussing company when necessary.

This comprehensive approach helps keep youth engaged in school and connected to resources, while empowering parents to work toward their personal goals, gaining stability and self-sufficiency.

Eligible Target Population:

The population served includes children between the ages of 0-21 residing in Ashland and meeting the McKinney-Vento definition of homeless who are eligible for public school enrollment. Homeless is defined by the McKinney-Vento Act as "any student who lacks a regular, fixed night time residence." This includes couch surfing, doubled-up, living in weekly rate motels, shelters, parks, streets, and campgrounds, or in substandard blight conditions. Children may be unaccompanied or with their parents/guardians.

Maslow Project also offers school-based services for youth in Rogue River and Medford, as well as a drop-in resource center in Medford. Youth in the outlying Jackson County regions are offered services through the Jackson County McKinney Vento Consortia, which Maslow Project leads.

Homeless youth are identified in several ways: at point of enrollment in school, by school staff throughout the school year, self-referral to the Maslow Project resource center, by Maslow Project outreach staff, and through partnering agency referrals. Maslow Project practices a "No Wrong Door Policy," and people not

meeting the criteria for Maslow Project services will be referred to a more suitable service provider.

5) WORK PROGRAM & TIMELINE

Maslow Project partnered with Ashland School District in February 2012 to provide school-based services for homeless youth in Ashland. Maslow Project hired a Case Manager at that time. Services are currently being provided in Ashland on a limited basis. The project outlined in this application will be conducted from July 1, 2012 through June 30, 2013. Please see attached project schedule (Form A).

6) FINANCIAL INFORMATION

Payroll is based on one Case Manager compensated at \$13.50/hour for 24 hours per week x 52 weeks. Payroll tax and benefits are 22% combined. These costs are based on actual payroll reports. Payroll costs are based on agency salary schedules and assume a 2.5% increase each year due to benefit cost increases and pay raises.

Overhead and indirect costs are at 10%, which is consistent with the overall agency budget. The client assistance funds will be used solely for direct supplies and materials to clients. That cost is based on funds awarded for this purpose.

Rent costs are fixed for the duration of a five year lease with Medford School District. The lease expires or may be renewed in August 2016. Utility costs are based on actual usage and assume a standard rate increase per year.

Additional overhead costs including professional services (bookkeeping) and insurance assume a minimal annual rate increase. Materials assume a minimal increase proportionate to overall agency budget increases.

7) ELIGIBILITY FOR FEDERAL FUNDING

The proposed activities will include the follow activities:

- Client Services
 - a. The proposed project is within the Ashland City Limits, and will take place at the Ashland public schools.
 - b. Clients are classified as homeless under the McKinney-Vento Act. Homeless people are presumed by HUD to be principally persons of low and moderate incomes.
 - c. Maslow Project has secured funding for the project from the following sources:

Title X Education Funds	\$2,000
Anonymous Donor	\$13,000

- d. This is a social service application; sections "d"-"i" are not applicable.

8) AGENCY'S MISSION AND SERVICE HISTORY

Maslow Project's mission is to offer every homeless child and youth the probability of success and the opportunity for a better life. We do this by providing resources for basic needs, removing barriers to education and employment, and fostering self-sufficiency in a collaborative and empowering environment.

Maslow Project was founded in 2007 in response to the growing critical needs of homeless youth in Medford, Oregon and received 501(c)3 not-for-profit status in 2009.

Maslow Project evolved out of the federally-mandated McKinney-Vento Act, which requires all school districts to ensure homeless youth have barrier-free school enrollment, transportation to school, and access to their school of origin regardless of current residence. As the District-appointed McKinney Liaison since 2000, Mary Ferrell founded Maslow Project, leveraging federal education resources to expand funding and services for this vulnerable population's growing needs. Now serving as the Executive Director of Maslow Project, Mary continues to be the Medford District Liaison and has expanded Maslow Project services to provide a wrap-around integrated support model for homeless youth including basic needs, case management, positive youth development and support services. Maslow Project leads the Jackson County McKinney-Vento consortia project, helping to establish resources and services for homeless youth and families throughout the county.

9) SELF-SUFFICIENCY

Maslow Project's mission to offer every homeless child and youth the probability of success and the opportunity for a better life is based on the concept of promoting self-sufficiency amongst homeless youth.

Homeless children face many obstacles to success, from access to health care to educational achievement. Nationally, homeless youth score 16% lower in reading and math proficiency than their housed peers. Homeless children have a higher rate of moderate to severe health conditions than middle-class peers, and the rate of emotional disturbances in homeless youth is double that experienced by their middle-class peers (National Center on Family Homelessness, 2009).

These barriers combine to create a population that struggles to become self-sufficient. Maslow Project addresses both basic needs and wrap-around case management to ensure a comprehensive response to the systemic challenges associated with youth homelessness. Once these challenges are addressed, youth have the ability to focus on their long-term success and self-sufficiency, rather than focusing on the immediate, short-term basic needs and safety requirements.

10) BENEFITS TO LOW-INCOME & SPECIAL NEEDS INDIVIDUALS

The population served includes children between the ages of 0-21 residing in Ashland and meeting the Federal Education McKinney-Vento definition of homeless who are eligible for school enrollment.

In the 2010-2011 school year, Ashland School District reported 99 enrolled homeless youth, although we believe there are likely many additional students who have not yet been identified as homeless. During the first year of the program, we anticipate serving the 99 unduplicated youth already recognized as homeless. As we improve the identification of homeless youth within the Ashland school system, we anticipate the number of youth served by Maslow Project will increase, as follows:

School Year	Estimated Youth Served
2012-2013	99
2013-2014	125
2014-2015	150

All youth in this population are presumed by HUD to be low or moderate income. In our experience, more than 95% of homeless youth and families we serve fall within the "extremely low income" category, at 30% or less of the Area Median Income.

The youth served will benefit from the following services:

- Provision of basic needs (food, clothing, hygiene supplies, etc)
- Intensive case management
- School-based McKinney-Vento services
- Enrichment opportunities
- Mental health counseling

11) BENEFIT TO EXTREMELY-LOW, LOW- & MODERATE-INCOME

Youth must be identified as homeless under the McKinney-Vento definition of homeless. Homeless people are presumed by HUD to be principally persons of low and moderate incomes. Enrolled homeless youth who qualify for services will be able to access services regardless of the number of qualifying moderate-income individuals. There will be no effect on the benefit provided to low- and extremely low-income individuals due to the services provided to moderate-income individuals.

12) DEMOLITION OF LOW- AND MODERATE-INCOME HOUSING

This is a social service application; section is not applicable.

13) PROJECT FEASIBILITY

Maslow Project has administered a Community Development Block Grant from the City of Medford for the past four years, and has the administrative capacity and qualifications to complete this proposed project serving homeless youth.

Executive Director Mary Ferrell has directed programs to homeless youth in Medford for the past 13 years and founded Maslow Project in 2009 based on her work and experience.

Key personnel include highly qualified case managers, all with Bachelor degrees and extensive training in best practices for working with this vulnerable population. They attend annual conferences and hold trainings locally for other service agencies.

A Master's level Mental Health Counselor and Art Therapist operates under the clinical supervision of Phoenix Counseling Center. In the coming year, she will also serve as the Supervisor of Direct Services, overseeing case management and ensuring goals, objectives, and outcomes are being met.

Our Project Coordinator is a degreed professional trained in grant writing and fund development. Both the Executive Director and Project Coordinator attend numerous trainings on nonprofit development. Executive Director Mary Ferrell serves on the Board of Rogue Valley Development Professionals (RVDP) and is an American Leadership Forum senior fellow.

Maslow serves as a model for other communities, heading the Jackson County McKinney-Vento Consortia project and providing consultation for programs across the nation, including the Gates Foundation. The National Association for the Education of Homeless Children and Youth (NAEH CY) recognized Maslow Project as the "Outstanding School-Based Educational Program Providing Services to Students in Homeless Situations."

The community of Ashland has shown a great deal of interest in this project, with \$13,000 in private donations already secured. An additional \$2,000 in Title X funds have been secured through the Ashland School District.

This is a social service application; there are no applicable land use or property issues.

14) IMPACT ON SIGNIFICANT PROPERTIES

This is a social service application. Project will not have any impact on historic or architecturally significant properties or on the environment.

15) OTHER MATERIAL

Please find a letter of support from Ashland School District, Maslow Project's most recent newsletter, and an agency brochure attached.

16) CDBG APPLICATION CHECKLIST & OTHER FORMS

CDBG Application Checklist (see pages 25-26). Attach Forms A, B, & C.

CITY OF ASHLAND
2012 Program Year
CDBG APPLICATION CHECKLIST

In order to determine compliance with all applicable HUD regulations and to help to ensure that projects will be eligible for CDBG funding, the City of Ashland will need to address all HUD requirements. The purpose of this checklist is to point out areas where potential problems could arise. Obviously, this is a comprehensive list, which must evaluate a wide array of different kinds of proposals. Therefore, not every item will be applicable to every project. **Please fill it out entirely indicating all items which are not applicable and include it as part of your proposal application.**

A. Applicant's Background	Yes	No	N/A
1. Is the applicant a legal non-profit organization or unit of government?	X		
2. Do the proposed clients or users of the project meet HUD Income Guidelines (see page 10 for guidelines)?	X		
3. Does applicant have the capability to maintain written income documentation?	X		
4. Has the applicant made a legal or financial commitment to a proposed project?	X		
5. Is the applicant primarily a religious organization?		X	
6. Has the applicant administered a CDBG project previously?	X		
7. Is your agency willing and able to provide all required reports and accountability to the City as required by HUD?	X		
B. Project Location and Land Use Issues	Yes	No	N/A
1. Has a location for the project been selected?			X
2. Is the proposed project within the Ashland City limits?	X		
3. Does the proposed project meet local zoning and land use laws?			X
4. Are any land use permits such as a Site Review, partition, annexation or Conditional Use Permit required?		X	
5. Have these approvals been obtained?			X
6. Does the project comply with current building code requirements?			X
7. Does the project meet handicapped accessibility requirements?			X

C. Environmental Issues	Yes	No	N/A
1. Is the project located in the 100-year floodplain?			X
2. Is a wetland located on the project site?			X
3. Has any environmental contamination been identified on the project site?			X
4. Has asbestos been identified on the project site?			X
5. If project involves an exiting structure, was it built 1978 or earlier? If year built is known, please specify.			X
6. Is the proposed project located on a major arterial or near the railroad?			X
7. Is the proposed project located adjacent to an above ground flammable storage tank?			X
8. Does the proposed project involve a structure that is 50 years or older?			X
9. Will the applicant complete a Phase I environmental review upon receiving a CDBG award?			X
D. Labor Requirements	Yes	No	N/A
1. Does the project involve construction over \$2,000 in cost?		X	
2. Will the project trigger Davis-Bacon wage requirements?		X	
3. Will the project trigger BOLI wage requirements?		X	
4. Does the project involve over \$18,703 in City awarded grants or contracts?		X	
E. Displacement and Relocation	Yes	No	N/A
1. Will tenants be displaced by the project?		X	
2. Will a business be displaced by the project?		X	
3. Will housing units be demolished or converted?		X	
F. Property Data	Yes	No	N/A
1. Does the applicant own the property by fee simple title?			X
2. Are taxes on the property current?			X
3. Is insurance current?			X
4. What is the current debt against the property?			X
5. What is the current use of the property?			X
6. Has an appraisal on the property been conducted? If yes, what is the assessed value of the property?			X

Form A-2
To be completed for Social Service Proposals

Social Services Proposals

Activity	Start Date	Completion Date
Hire of Case Manager	February 2012	February 2012
Identify clients and establish program at Ashland School District	February 2012	June 2012
Implement School-Based Services	July 1, 2012	June 30, 2013
Collect outcome data and submit final reports		June 2013

Form B-2
To be completed for Social Service Proposals

Social Service Proposals

	Total Cost	CDBG Request	Other Source(s)
Direct Client Services	\$3,500	\$0	\$3,500
Wages (of personal providing direct client services)	\$20,554	\$10,000	\$10,554
Materials/Supplies	\$391	\$0	\$391
Marketing/Outreach	\$0	\$0	\$0
Program Administration Includes overhead and general staffing necessary to administer the program (accounting, management, grant administration) but that does not provide direct benefits to the client.	\$2,055	CDBG Funds are not available for program administration	\$2,055
Total Project Cost	26,500	\$10,000	16,500

Form C

SOURCE(S) OF FUNDS FOR OPERATING EXPENSES WORKSHEET

Completeness of this worksheet establishes the capacity of the organization to sustain the operations of the program(s).

Sources	Secured	Conditional (awarded with conditions)	Tentative	Commitment Date
Federal Grants	2,000			12/2011
State Grants				
Local Grants			10,000	04/2012
Non Governmental Grants			1,500	05/2012
Donations/Gifts	13,000			12/2011
Applicant Contribution				
Program Income				
Loans				
Other (specify)				
Other (specify)				
TOTAL	15,000		11,500	

Please provide a description the timeline of loan and grant application dates as related to the proposed project. Specifically, for any tentative funding sources please provide application dates, award dates and funding availability dates.

Maslow Project secured an individual donation of \$13,000 and Ashland School District Title X

funds of \$2,000 in December, 2011. Maslow Project applied for \$1,500 in Community 101 funding

from Ashland High School and \$10,000 in funding from City of Ashland CDBG in February, 2012.

We will be notified of funding decision in May and April, respectively.

Form D
DISCLOSURE OF INTERESTS

To assist the City of Ashland in determining whether there may be a potential conflict of interest related to the expenditure of Community Development Block Grant funds we request the following information be provided by applicants:

ORGANIZATION NAME: **Maslow Project**

Organization is: 1. Corporation ()
 2. Non-Profit 501C3 (X)
 3. Partnership ()
 4. Sole Owner ()
 5. Association ()
 6. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please attach a separate sheet.

1. State the names of each "employee" of the City of Ashland having a financial or personal interest in the above mentioned "organization" or project proposed.

Name, Job Title and City Department

n/a

2. State the name(s) of any current or prior elected or appointed "official", of the City of Ashland having a potential "financial interest" in the organization or project.

Name/Title

n/a

3. Provide the names of each "board member" of the Organization seeking CDBG funding
Name Board, Commission, or Committee (may be attached as a separate Sheet)

1. Sharilyn Cano, Board President, Executive and Advancement Committees
2. Royal Standley, Vice President, Advancement Committee
3. Roger Stokes, Treasurer, Executive and Finance Committees
4. Paul Robinson, Executive Committee
5. Jamie Hazlett, Advancement Committee
6. Mike Budreau, Program Committee

If the applicant has provided names in question 1 or 2, please provide details regarding any known potential conflicts of interest in an attached narrative.



A Hand Up, Not a Handout!

**MASLOW PROJECT
Board of Directors List**

Sharilyn Cano, Board President
*Human Resources Director, Southern
Oregon Child & Family Council
Executive and Advancement Committee*
2080 Martin Dr.
Medford, OR 97501
(541) 734-5460 work
(541) 951-0530 cell
sharilyn.cano@socfc.org

Royal Standley, Vice President
*Financial Planner, Oregon Pacific
Financial Advisors, Inc
Advancement Committee*
210 W. 8th Street
Medford, OR 97501
(541) 772-1116 work
(541) 531-1138 cell
rstandley@opfa.com

Roger Stokes, Treasurer
*Retired business owner
Executive and Finance Committee*
314 Medford Heights Lane
Medford, OR 97504
(541) 773-9878 home
(541) 944-4678 cell
rwstokes@clearwire.net

Paul Robinson, Secretary
*Retired non-profit and pastor
Executive Committee*
11 North Keeneway Drive
Medford, OR 97504
(541) 840-5640 cell
robinsonpaul2273@yahoo.com

Jamie L. Hazlett
*Attorney at Law
Advancement Committee
Event Planner*
910 E. Main Street
Medford, OR 97504
(541) 773-3619 work
(541) 326-1097 cell
jamiehazlettesq@gmail.com

Mike Budreau
*Detective Sergeant, Medford Police
Department
Program Committee*
PO Box 731
Medford, 97501
(541) 774-2212 work
(541) 261-8833 cell
mike.budreau@cityofmedford.org

Updated: 1-3-2012

**500 Monroe Street, Medford, Oregon 97501
541-608-6868**

ASHLAND PUBLIC SCHOOLS

BOARD OF DIRECTORS

RUTH ALEXANDER
CAROL DAVIS
KEITH MASSIE
JOHN WILLIAMS
EVA SKURATOWICZ



JULI DI CHIRO
Superintendent

JILL TURNER
Business Manager

SAMUEL BOGDANOVE
Director of Student Services

Inspiring Learning for Life

February 21, 2012

To the City of Ashland Community Block Grant Devepment Committee,

This letter is to share our support for the Maslow Project as Community Block Grant recipient. The Ashland School District has a long standing relationship with the Maslow Project and we rely on them for information and resources to serve the growing number of homeless youth and families in our schools. This year, we expanded our relationship through private funding to provide a part-time Maslow case worker directly serving students and families in our district and community. We anticipate that this partnership will continue to grow and provide outreach for our neediest students in a manner we could not offer without the Maslow Project.

I know the Maslow Project to be an organization with a clear vision staffed by individuals with a high level of integrity and passion for serving youth. The Maslow Project has made a significant contribution to the lives of many youth and in so doing, the entire Rogue community over the last several years. Their continued operation and expansion will make a critical contribution to the quality of our community and the youth that are part of it.

Over the last several years, we have seen an increase in the number of homeless students and a sharp rise in the level of need as our economy has struggled. Our relationship with Maslow has been invaluable as we work to address the needs. I strongly encourage your support for the Maslow Project. Thank you for your help and consideration in serving the needs of Ashland's homeless students.

Sincerely,



Samuel Bogdanove
Director of Student Services

MASLOW PROJECT			
BUDGET vs ACTUAL		12 Mos.	
Fiscal Year 2010 - 2011 (7/1/10 - 6/30/11)		8/2/11	
REVENUE		EXPENDITURES	
	12 Mos. Actual	Budget	
Cash Reserves Carried Over from Prior Year	\$ 38,290	\$ 38,290	
Subtotal:	\$ 38,290	\$ 38,290	
Grants - Federal Government			
Mckinney Vento (Title X)	\$ 56,332	\$ 64,924	
Mckinney Stimulus (Title X ARRA)	\$ 25,041	\$ 28,643	
Title IX (Harmless Sex Abuse)	\$ 63,822	\$ 73,400	
Subtotal:	\$ 145,195	\$ 166,967	
Grants - Local Government			
City of Medford (CDBG)	\$ 22,127	\$ 20,200	
FEVIA	\$ 4,365	\$ 8,600	
Subtotal:	\$ 26,492	\$ 28,800	
Medford School Dist. 549c - General District Funds	\$ 20,046	\$ 23,200	
Subtotal:	\$ 20,046	\$ 23,200	
Grants - Foundations			
OCF - Walker Fund - Legacy Grant	\$ 83,611	\$ 83,611	
OCF Walker Fund - Responsive Svcs	\$ 30,500	\$ 30,000	
Carpenter Foundation	\$ 10,500	\$ 10,000	
Roger Stokes Family Foundation	\$ 4,500	\$ 4,500	
St Mark's Episcopal Church	\$ 2,400	\$ 2,400	
Area May Family Foundation	\$ 4,752	\$ 10,000	
Misc Foundation/Community Grants	\$ 9,311	\$ 15,000	
Subtotal:	\$ 144,574	\$ 156,511	
Misc Contributions & Fundraising Events	\$ 57,136	\$ 20,000	
Subtotal:	\$ 57,136	\$ 20,000	
Other Income			
Consulting Fees and Materials	\$ 1,000	\$ 2,000	
Title X Contraception - Participating Districts	\$ 9,645	\$ 10,000	
Insurance - Damage Recovery	\$ 1,403	\$ -	
Subtotal:	\$ 12,048	\$ 12,000	
Total Revenue:	\$ 444,221	\$ 445,968	
Operating Overhead			
Administrative Staff Costs	\$ 29,700	\$ 30,245	
Building Rent	\$ 12,000	\$ 12,000	
Computing Fees	\$ -	\$ 500	
Computer Maintenance	\$ 641	\$ 500	
Dues & Subscriptions	\$ 1,051	\$ 100	
Insurance (Vehicles & Business Liability)	\$ 4,471	\$ 3,000	
Legal & Professional Fees	\$ 6,460	\$ 5,000	
License/Registration Fees	\$ 478	\$ 250	
Marketing Materials	\$ 1,833	\$ 2,000	
Office Maintenance	\$ 1,543	\$ 500	
Office Supplies & Postage	\$ 3,794	\$ 2,500	
Prof. Development (Travel, Training, Conferences)	\$ 5,710	\$ 4,500	
Security System (Security)	\$ 389	\$ 500	
Internet & Telephone (Cell Office FAX)	\$ 3,870	\$ 5,000	
Utilities (Elec, Gas & Water)	\$ 4,218	\$ 4,500	
Vehicles (Fuel & Maintenance)	\$ 388	\$ 1,000	
Subtotal:	\$ 76,426	\$ 80,596	
Client Assistance			
Emergency Food Program (ACCESS)	\$ 1,320	\$ 2,500	
Client Assistance (Non-549c enrolled)	\$ 4,271	\$ 4,000	
Emergency Assistance (Food, Shelter, Utility)	\$ 6,706	\$ 20,000	
Emergency Medical, Dental, Vision, Rx	\$ 1,498	\$ 5,000	
Emergency Needs (Clothing, Shoes, etc.)	\$ 2,774	\$ 16,000	
Fees & Dues	\$ 1,884	\$ 1,500	
Student Materials & Supplies	\$ 3,164	\$ 1,500	
Transportation	\$ 3,828	\$ 1,500	
Subtotal:	\$ 26,447	\$ 52,106	
Capital Expense	\$ 2,947	\$ 5,000	
Cash Reserves	\$ -	\$ 27,218	
Total Expense:	\$ 323,004	\$ 445,968	

Maslow Project

A place where every homeless youth has the opportunity for a better life!

The logo for Maslow Project features the word "MASLOW" in a large, white, stylized serif font with a distressed, hand-painted appearance. Below it, the word "PROJECT" is written in a smaller, black, serif font. The text is set against a dark, textured rectangular background.

Our Mission

Maslow Project's mission is to offer every homeless child and youth the probability of success and the opportunity for a better life. We do this by providing resources for basic needs, removing barriers to education and employment, and fostering self-sufficiency in a collaborative and empowering environment.

Starting the New Year off Right!

Though we are just a few weeks into the new year, many new and exciting changes have taken place at Maslow Project in 2012.

- Maslow Project is partnering with Ashland School District to provide a case manager in the Ashland Schools. This person will act as an advocate and liaison for homeless students, provide basic needs and case management, and help students to overcome barriers to their educational success.
- Our new counseling and art therapy project is now in full swing! Youth can continue to access individual, family, and group counseling, but now we also offer an art therapy group. Once a week, counselor Lacey Renae leads a group of youth in a focused effort to create while expressing feelings and emotions.
- Construction is well underway on Maslow Project's expanded food pantry and Jessica's Closet! Work should be completed by late-February. The larger space will allow us to accept larger food and clothing donations and provide better resources for youth and families.

**1 in 10 students
enrolled in Medford
schools is homeless.**

**Join us for our 2nd Annual
Monte Carlo Night Fundraiser!**
Friday, March 2 from 6-10pm
Rogue Valley Country Club
Casino play, live music, food, and drink!
Tickets are \$75 and available by calling
541-608-6868



This year, Maslow project helped over 500 students with school supplies in August.

The McKinney-Vento Homeless Assistance Act
As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to
Housing (HEARTH) Act of 2009

SEC. 103. [42 USC 11302]. GENERAL DEFINITION OF HOMELESS INDIVIDUAL.

(a) IN GENERAL.—For purposes of this Act, the term “homeless”, “homeless individual”, and “homeless person” means—

(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence;

(2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

(4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

(5) an individual or family who—

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and

(C) lacks the resources or support networks needed to obtain other permanent housing; and

The McKinney-Vento Homeless Assistance Act
As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to
Housing (HEARTH) Act of 2009

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

(A) have experienced a long term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over such period, and

(C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

(c) INCOME ELIGIBILITY.—

(1) IN GENERAL.—A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program.

(2) EXCEPTION.—Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998.

(d) EXCLUSION.—For purposes of this Act, the term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

(e) PERSONS EXPERIENCING HOMELESSNESS.—Any references in this Act to homeless individuals (including homeless persons) or homeless groups (including homeless persons) shall be considered to include, and to refer to, individuals experiencing homelessness or groups experiencing homelessness, respectively.

SEC. 104. [42 USC 11303]. FUNDING AVAILABILITY AND LIMITATIONS.

(a) CALCULATION.—The amounts authorized in this Act shall be in addition to any amount appropriated for the programs involved before July 22, 1987.

RECEIVED

FEB 15 2012

City of Ashland
Field _____ Office _____ County _____



CITY OF ASHLAND

2012 Program Year Community Development Block Grant (CDBG) Application

These completed Sheets shall be included as the first pages on all submittals.

I. APPLICANT INFORMATION

Applicant Organization Name:

___Rogue Valley District Council of St. Vincent de Paul___

Executive Director's Name(s): ___Dennis Mihocko___

Board Member Names (attach separate sheet) See attached

Applicant Mailing Address: P.O. Box 1663, Medford, OR 97501

Applicant Street Address: 2424 N. Pacific Highway, Medford, OR 97501

IRS Classification: ___501 (c) (3)___

Federal Tax ID#: ___93-0831082___

Mission Statement:

The Rogue Valley District Council of St. Vincent de Paul is dedicated to providing compassionate support and care to the poor and needy in Jackson County, regardless of race, religion, creed, sexual preferences or ethnic origin. Although the Society's name is recognized around the world, each council is locally organized, funded and staffed. Our council has no financial connection or obligation to any church and no effort is made to preach, convert or proselytize. St. Vincent's was founded over 100 years ago by a group of Catholic laymen in Paris and we are often thought of as a Catholic organization. While we come from this Catholic tradition, we are not part of the Catholic Church. We have received funding and in-kind support from several different denominations and have volunteers from many faiths.

Our Council was established in 1982 and provides a 48-bed emergency shelter, hot lunches six days a week, free groceries, social services (counseling, rent, utility and prescription drug relief payments, help to obtain legal IDs, clothing, home furnishings, camping equipment, etc.) thrift store and warehouse, school supplies, emergency dental care, health screening, hot

showers, laundry, hair cuts and other services. **We have no paid employees and rely on 275+ volunteers to provide all our services**, saving \$500,000-900,000 annually. Therefore, we can assure the City of Ashland that none of its CDBG funds will be used to pay employee salaries or benefits. All funds will be used to help avoid the growth of homelessness or to assist homeless families to achieve housing and self-sufficiency.

Total Employees: Zero Total Volunteers: 275+

II. CONTACT PERSON (designate a contact person who is familiar with the project)

Name: Rich Hansen

Title: Foundation Liaison

Phone Number: (541) 770-6062

Fax Number: (541) 770-6062

E-mail Address: richhansen39@charter.net

III. PROJECT INFORMATION SUMMARY

Project Name or Title: **Decreasing Homelessness in Ashland With Fewer Rental Evictions.**

Expected Completion Date: Ongoing, Fiscal Year: Oct. 1 – Sept. 30

Requested CDBG Funds: \$ 24,000

Organizational Match: \$ 60,000

Funds from Other Sources: \$ 41,000

Total Project Cost: \$ 125,000

IV. Project Description

St. Vincent's has sponsored an Ashland Home Visit conference for nearly 30 years. We call on families at times of financial crisis to address their immediate problems. **In many cases, the primary objective is to avoid homelessness** by helping clients in danger of losing their homes. We also help with utility bills, prescription drug costs, food, clothing, transportation and other personal needs. CDBG funds are used to expand rental assistance and ongoing client support toward self-sufficiency for Ashland residents. HUD guidelines give us the flexibility to offer up to three months of assistance with rent and/or deposits.

Our team of a dozen volunteers responds to calls for help on St. Vincent's Ashland phone line. The families we call on are referred to us by area churches, other non-profit and government agencies. We go to clients' homes, campsites or other locations and listen to their stories of financial crisis, observing their living conditions, counseling them on how we and other groups can help them, encouraging them on ways to find permanent jobs and helping them transition from welfare to work. We ask for proof of income: jobs, child support, public assistance, unemployment, workers comp, medical coverage, food stamps, Social Security, disability, etc. One hundred percent of our clients are at or below the federal low- and moderate-income poverty levels, as defined for family size.

We do not offer clients direct cash help, but intervene with landlords, utilities, pharmacies, etc. to discuss payments. When appropriate, we will also refer clients to other agencies who might help them, including ACCESS, The Salvation Army, United Way, the Job Council, HELP NOW Advocacy Center, Oregon Dept. of Vocational Rehabilitation and the Oregon Dept. of Human Services. In addition, St. Vincent's participates in Ashland's Homeless Taskforce. In recent years our area has seen a significant growth in community outreach programs to provide meals, shelter, food, heat assistance and other services to the area's growing needy population.

In 2009, before St. Vincent's received its first Ashland-based CDBG grant, our total annual budget for the area was \$68,000 and we spent \$25,000 on rental assistance. With these vital CDBG grant monies, our overall budget last year increased to \$120,000. We spent over \$60,000 for rental assistance -- \$30,000 from CDBG funds and \$30,566 from our funds. We are budgeting \$35,000 for rental assistance in the coming year and hope to match it with your \$24,000 grant. Direct support from St. Vincent's has also grown steadily, starting at \$24,000 in 2009, increasing to \$51,500 last year and currently budgeted for \$60,000 this coming year. This overall budget growth is partially in response to the prolonged stagnant economy and the growing calls for help. It is also due to the stimulus received from prior CDBG funds and our efforts to more effectively leverage these funds, and allow us to double our funds and efforts.

We operate in teams of two and respond to calls throughout Southern Jackson County. Sixty percent of our clients are Ashland residents and CDBG funds are only spent for Ashland residents. We firmly believe the joint Ashland/St. Vincent's rental assistance program has been highly effective in reducing the growth of homelessness or moving families out of homelessness. Last year, we helped 172 households or about 415 people stay in their homes. Of these, 36 households and 87 people were helped directly by the CDBG grant. With three of these families, we actually were able to move them out of homelessness! We are very proud of this and expect this number to grow in the future. **We could not have accomplished this without your block grant.** Generally, St. Vincent's will only assist a family once a year with an average of \$225 per household for rental assistance. We can go up to \$300 for a family of three or more once a year.

HUD guidelines for CDBG funds encourage us to help families for up to three months with deposits and rental assistance. Therefore, we average about \$833 per household with these funds, which definitely help families in financial distress to move towards self sufficiency. The intimate nature of our Home Visit program allows our volunteers to work with clients over an extended period. That time is especially important in moving families out of homelessness. Without the specifically earmarked funds provided through the Ashland CDBG grant, these families would not be served.

V. How Program Fits National and Local Priorities

One hundred percent of our clients are at or below the poverty level, as defined by HUD. Our CDBG program's goal is to slow or stop the growth of homelessness in Ashland. Thus, we meet the National Objective of "Primarily benefit low and moderate income persons." Similarly, we meet Ashland's Homeless Goal #6 to provide "Support services for homeless prevention and transition." HUD/CDBG statute 24 CFR 570.201(e) lists "Public Service Rent Subsidies" as an "eligible" activity. Our Home Visit teams often remain in contact with a client over an extended period to work with them to help them over their financial difficulties and transition to self-sufficiency. In 2012-13, we hope to keep 155 families from becoming homeless and get them back on their feet. The Ashland CDBG funds would enable us to help another 30 families and move some of them out of homelessness into a permanent residence.

The 2011 Jackson County Point-in-Time Homeless Survey estimates there are over 1,000 people in Jackson County without homes, up significantly since 2009. A third of these individuals are children. There is evidence that the total number of homeless may actually be double these reported totals. **The survey lists "lack of money to pay rent" as a primary cause of homelessness.** Dealing with this growing homeless population has become a key focus issue in Ashland. St. Vincent's rental assistance program is designed specifically to help alleviate this problem.

We have a 30-year track record of working with the needy in the area and hope to continue this work for many years to come. The City of Ashland has enabled St. Vincent's to significantly increase its outreach and we hope this partnership can continue. We provide 70% of the total project costs in matching funds and use an all-volunteer staff to provide our services. Therefore, we believe St. Vincent's presents the City of Ashland with an outstanding way to leverage its limited funds to aid the needy.

CITY OF ASHLAND
2012 Program Year
CDBG APPLICATION CHECKLIST

In order to determine compliance with all applicable HUD regulations and to help to ensure that projects will be eligible for CDBG funding, the City of Ashland will need to address all HUD requirements. The purpose of this checklist is to point out areas where potential problems could arise. Obviously, this is a comprehensive list, which must evaluate a wide array of different kinds of proposals. Therefore, not every item will be applicable to every project. **Please fill it out entirely indicating all items which are not applicable and include it as part of your proposal application.**

A. Applicant's Background	Yes	No	N/A
1. Is the applicant a legal non-profit organization or unit of government?	X		
2. Do the proposed clients or users of the project meet HUD Income Guidelines (see page 10 for guidelines)?	X		
3. Does applicant have the capability to maintain written income documentation?	X		
4. Has the applicant made a legal or financial commitment to a proposed project?	X		
5. Is the applicant primarily a religious organization?		X	
6. Has the applicant administered a CDBG project previously?	X		
7. Is your agency willing and able to provide all required reports and accountability to the City as required by HUD?	X		
B. Project Location and Land Use Issues	Yes	No	N/A
1. Has a location for the project been selected?			X
2. Is the proposed project within the Ashland City limits?	X		
3. Does the proposed project meet local zoning and land use laws?			X
4. Are any land use permits such as a Site Review, partition, annexation or Conditional Use Permit required?			X
5. Have these approvals been obtained?			X
6. Does the project comply with current building code requirements?			X
7. Does the project meet handicapped accessibility requirements?			X

C. Environmental Issues	Yes	No	N/A
1. Is the project located in the 100-year floodplain?			X
2. Is a wetland located on the project site?			X
3. Has any environmental contamination been identified on the project site?			X
4. Has asbestos been identified on the project site?			X
5. If project involves an exiting structure, was it built 1978 or earlier? If year built is known, please specify.			X
6. Is the proposed project located on a major arterial or near the railroad?			X
7. Is the proposed project located adjacent to an above ground flammable storage tank?			X
8. Does the proposed project involve a structure that is 50 years or older?			X
9. Will the applicant complete a Phase I environmental review upon receiving a CDBG award?			X
D. Labor Requirements	Yes	No	N/A
1. Does the project involve construction over \$2,000 in cost?			X
2. Will the project trigger Davis-Bacon wage requirements?			X
3. Will the project trigger BOLI wage requirements?			X
4. Does the project involve over \$18,703 in City awarded grants or contracts?			X
E. Displacement and Relocation	Yes	No	N/A
1. Will tenants be displaced by the project?			X
2. Will a business be displaced by the project?			X
3. Will housing units be demolished or converted?			X
F. Property Data	Yes	No	N/A
1. Does the applicant own the property by fee simple title?			X
2. Are taxes on the property current?			X
3. Is insurance current?			X
4. What is the current debt against the property?			X
5. What is the current use of the property?			X
6. Has an appraisal on the property been conducted? If yes, what is the assessed value of the property?			X

Form A-2
To be completed for Social Service Proposals

Social Services Proposals

Activity	Start Date	Completion Date
Provide Rental Assistance	Ongoing	Ongoing
Apply for US Bank, Pacific Power, Avista Foundation funding	March, 2012	April, 2012
Recruit new volunteers	Ongoing	Ongoing

Social services providers should list key benchmarks in the table above for their proposed projects (IE hire of personnel, application for further funding, initiation of direct client services, etc)

Form B-2
To be completed for Social Service Proposals

Social Service Proposals

	Total Cost	CDBG Request	Other Source(s)
Direct Client Services	\$112,500	\$24,000	\$88,500
Wages (of personal providing direct client services)	0	0	0
Materials/Supplies	1,000	0	1,000
Marketing/Outreach	0	0	0
Program Administration Includes overhead and general staffing necessary to administer the program (accounting, management, grant administration) but that does not provide direct benefits to the client.	0	CDBG Funds are not available for program administration	0
Total Project Cost	\$113,500	\$24,000	\$89,500

Form C

SOURCE(S) OF FUNDS FOR OPERATING EXPENSES WORKSHEET

Completeness of this worksheet establishes the capacity of the organization to sustain the operations of the program(s).

Sources	Secured	Conditional (awarded with conditions)	Tentative	Commitment Date
Federal Grants			\$24,000	May, 2012
State Grants				
Local Grants	\$5,000			
Non Governmental Grants	500		2,500	Aug. 2012
Donations/Gifts			33,000	Ongoing
Applicant Contribution	60,000			
Program Income				
Loans				
Other (specify)				
Other (specify)				
TOTAL	\$65,500		\$59,500	

Please provide a description the timeline of loan and grant application dates as related to the proposed project. Specifically, for any tentative funding sources please provide application dates, award dates and funding availability dates.

U.S. Bank (\$2,500) Application will be submitted by March, 2012. Will also apply to Pacific Power and Avista Foundations but not yet certain if we will be successful.

CDBG (\$24,000) Application submitted Feb. 15, 2012

Donations & Fundraising (\$33,000) Ongoing with totals based on historical averages

Form D
DISCLOSURE OF INTERESTS

To assist the City of Ashland in determining whether there may be a potential conflict of interest related to the expenditure of Community Development Block Grant funds we request the following information be provided by applicants:

ORGANIZATION NAME: Rogue Valley District Council, St. Vincent de Paul

Organization is: 1. Corporation ()
 2. Non-Profit 501C3 (X)
 3. Partnership ()
 4. Sole Owner ()
 5. Association ()
 6. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please attach a separate sheet.

1. State the names of each "employee" of the City of Ashland having a financial or personal interest in the above mentioned "organization" or project proposed.

Name, Job Title and City Department

_____ NONE _____

2. State the name(s) of any current or prior elected or appointed "official", of the City of Ashland having a potential "financial interest" in the organization or project.

Name/Title

_____ NONE _____

3. Provide the names of each "board member" of the Organization seeking CDBG funding
Name Board, Commission, or Committee (may be attached as a separate Sheet)

_____ (see attached) _____

If the applicant has provided names in question 1 or 2, please provide details regarding any known potential conflicts of interest in an attached narrative.

(C)

Yrs on Board

Society of St. Vincent de Paul Rogue Valley District Council Directors

Position	Name	Address	Phone		
President	Dennis Mihocko	47 Pebble Creek Dr., Eagle Point 97524	c541-531-3832 h 541-826-5953	ret. Fire Captain	4
Past President	Len Hebert	570 Coachman Dr., Jacksonville 97530	h 541-899-9511 c 541-944-6950	ret. Bus Exec / Educator	8
VP-Special Projects	Patrick Wilson	1520 Wagon Trail Dr., Jacksonville 97530	h 541-899-9103 c 541-890-5402	Exec Development Consult	6
VP-Operations	Al Zon	903 Gilman Rd., Medford 97504	h 541-770-9461	ret. Educator	12
VP- Community Outreach	Tedde Ridley	567 Brandon St., Central Point 97502	h 541-664-5800 c 541-324-4334	Educ Admin/Teacher	3
VP-Spirituality	Dave Moosman	2444 Upper Applegate Rd., Jacksonville 97530	h 541-899-8331 c 541-944-4941	ret. Physician	15
VP-Finance	Mario La Prova	3554 Michael Park Dr., Medford 97504	h 541-245-9550	ret. CPA	4
Treasurer	Jim Van Orsow	880 Bybee Dr., Jacksonville 97530	h 541-899-9909 c 541-261-8432	ret. Business Exec	4
Secretary	Nancy Hunt	1898 Bristol Dr., Medford 97504	h 541-857-4987	Ret. Librarian	7
Store Manager	Karen McNeilly	55 Kellogg Gold Hill, Or 97525	h541-855-2008	Marketing Exec	10
Volunteer Coordinator	Dee Stormberg	6068 Foothills Rd., Central Point 97502	h 541-826-4752 c 541-941-0475	storm1y@juno.com ret. Nurse	2

Conference	Officers	Phone	E-mail Address	
Social Services Sacred Heart, Conference 1	Socorro Holloway, President 1898 Filmore Dr Medford 97504	541-776-6413	ret. Banker	2
Thrift Store Bl. Anna Maria, Conference 2	John Hoffman, President 39 S Berkeley Way, Medford, Or 97504	541-324-6206	ashlandr@msn.com Land Investor	2
Kitchen St. Teresa, Conference 3	Ed Hernandez, President 900 Siskiyou Blvd #B1 Medford 97504	541-324-3213	Pharmaceuticals	1
School Supplies St. Francis, Conference 4	Bob Christian, President 3960 Independence School Rd Medford 97501	c 541-821-7893	Ret. Pharmacist	5
Office St. Anna, Conference 5	Irene Vaughn, President 558 Brandon Central Point 97502	h 541-664-2517 c 541-840-2552	Ret. Nursing/educator	6
Ashland Social Services Our Lady of the Mountain, Conference 6	Chici Cutting, President 1447 E Main St Ashland 97520	h 541-482-3675 c 541-973-5052	Office Clerk	1
Food Pantry Shepherd of the Valley, Conference 7	Charlie Burgess, President 2111 Kings Hwy Medford 97501	h 541-773-3804, c 541-531-9002	No email Lumberman	4
Shelter St. Anthony, Conference 8	Al Zon, President 903 Gilman Rd., Medford 97504	h 541-770-9461 h 541-830-3037	Ret. Educator	12
Home Visit/Med Assist St. Augustine, Conference 9	Chris Forsythe, President 3908 Bridgeport Dr Medford 97504	h 541-732-0668, c 541-282-4575	stellatots@aol.com Mental Health Counselor	4

Internal Revenue Service
District Director

Department of the Treasury

P O Box 2350 Room 5137
Los Angeles, CA 90053

Date: DEC. 15, 1986

SOCIETY OF ST VINCENT DE PAUL
RODUE VALLEY COUNCIL
PO BOX 1663
MEDFORD, OR 97501

Employer Identification Number:

~~93-0564487~~ ^{New} 93-0831082

Case Number:

956308023

Contact Person:

KORELL, ANTOINETTE

Contact Telephone Number:

(213) 894-4405

Our Letter Dated:

Aug. 29, 1984

Caveat Applies:

no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(13) of the code is still in effect.

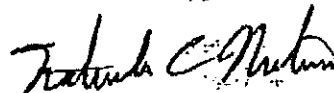
Grantors and contributors may rely on this determination until the Internal Revenue Service publishes a notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

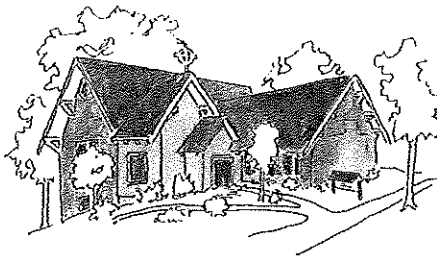
Sincerely yours,



Frederick C. Nielsen
District Director

Letter 1050(CG)

**First Congregational
United Church of Christ
Ashland**



717 Siskiyou Blvd.
Ashland, OR 97520
541-482-1981
ucc@opendoor.biz

Rev. Pamela Shepherd, Minister

January 18, 2012

Dear Ashland City Council,

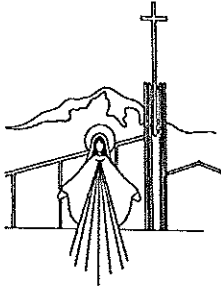
I am writing a letter of support for the St. Vincent dePaul's CDBG application for funding for services for the homeless and for homelessness prevention. They have a history of helping arrange rent and utility support for low-income people in Ashland. Their all-volunteer efforts in their Home Visit program are direct and effective in helping those in need to reestablish self-sufficiency. They provide skilled advice and support to those they serve.

As pastor of the United Church of Christ, I am also excited to see a coordinated approach that will add services for our neediest population. The creation of a "Special Needs Fund" that is flexible for referrals may help create the foundation for larger community projects in the future and the local St. Vincent's is an ideal site for such funding.

Sincerely,

A handwritten signature in cursive script that reads "Rev. Pamela Shepherd".

Rev. Pamela Shepherd
Pastor, United Church of Christ
717 Siskiyou Blvd.
Ashland, OR 97520



Our Lady of the Mountain Catholic Church

987 Hillview Drive

Ashland, OR 97520-3521

(541) 482-1146 Fax: (541) 488-5174 Email: olmop@mind.net

February 3, 2012

Ms. Linda Reed
Housing Program Specialist
City of Ashland
Department of Community Development
20 E. Main Street
Ashland, OR 97520

Dear Ms. Reed:

This letter is to acknowledge that Our Lady of the Mountain Catholic Church continues its support of the St. Vincent de Paul Ashland/Talent Home Visitation program in its outreach to the poor and needy in our area. We would strongly encourage the City of Ashland to continue lending them financial support in whatever way possible. If you need further endorsement from me or any additional information, please do not hesitate to contact our parish office at 541-482-1146, ext. 0.

Respectfully,

Rev. Sean Weeks
Rev. Sean Weeks, Pastor



Community
HEALTH CENTER

February 15, 2012

ATTN: Members
Ashland Housing Commission
20 East Main
Ashland, OR 97520

RE: St. Vincent DePaul CDBG Application

Dear Members:

It has been said and proven to be repeatedly true that *an ounce of prevention is worth a pound of treatment*. This refrain came quickly to mind in speaking with the volunteers from St. Vincent de Paul regarding their plans to apply for a social services grant through the Ashland City CDBG process.

Over the past 25 years, Community Health Center has worked diligently with a variety of community partners in Ashland and Medford with the single goal of preventing homelessness. Our staff has seen a variety of ideas come and go based on varying degree of success, changes in public policy and funding streams. Without question, one of the most successful of the interventions has been St. Vincent de Paul's Ashland program to reduce and prevent homelessness, thus it is that I write this letter of support requesting that the City of Ashland continue its support for the St. Vincent de Paul's program through approval of a 2013 CDBG grant.

In thanking you for the sagacious consideration I know St Vincent de Paul's request will receive, I remain,

Very Truly Yours,

Peg Crowley, MPH, RN
Executive Director

99 Central Avenue
Ashland, OR 97520
Appointments: 482-9741
Fax: 488-6141

19 Myrtle Street
Medford, OR 97504
Appointments: 773-3863
Fax: 776-2892
www.communityhealthcenter.org
A United Way Agency

8385 Division Road
White City, OR 97503
Appointments: 826-5853
Fax: 826-5843



RECEIVED

FEB 24 2012

City of Ashland

CITY OF ASHLAND
2012 Program Year Community Development Block Grant (CDBG)
Application

These completed Sheets shall be included as the first pages on all submittals.

I. APPLICANT INFORMATION

Applicant Organization Name:

Ashland Emergency Food Bank

Executive Director's Name(s): Susan Harris, Food Bank Manager

Board Member Names (attach separate sheet)

(Please see attached Board of Directors List)

Applicant Mailing Address:

P.O. Box 3578
Ashland, OR 97520

Applicant Street Address:

560 Clover Lane
Ashland, OR 97520

IRS Classification: 501 C 3

Federal Tax ID#: 93-1329669

Mission Statement: (may be attached)

Through alliance with local faith groups, we provide emergency food supplies, without charge, to individuals and families in the Ashland/Talent area who would otherwise go hungry.

Total Employees: One **Total Volunteers:** 88 per month

II. CONTACT PERSON (designate a contact person who is familiar with the project)

Name: Susan Harris

Title: Food Bank Manager

Phone Number: 541-488-9544

Fax Number: _____

E-mail Address: susan.ashlandemergencyfoodbank@gmail.com

III. PROJECT INFORMATION SUMMARY

Project Name or Title:

Food Bank Building Acquisition

Expected Completion Date: July 2013

Requested CDBG Funds: \$ 130,000

Organizational Match: \$ 32,000

Funds from Other Sources: \$ 313,000

Total Project Cost: \$ \$475,000



Ashland Emergency Food Bank

P.O. Box 3578
Ashland, OR 97520

February 24, 2012

RE: City of Ashland 2012 CDBG Application.

1) Complete Application Form.

The complete Application Form is attached for your review.

2) A project summary including a brief description, project background and a list of project objectives.

We believe that no one should go hungry and that all should be treated with dignity. Since 1972, AEFB, a food bank and pantry, has distributed food to hungry community members of Ashland and Talent. Each month, on average, we provide over 1,300 children and adults with a three to five-day supply of essential food items. We anticipate nearly 15,000 individuals will seek assistance from us in 2012. We are unique in that we do not offer a box of pre-selected items to those who come through our door. Instead, we allow our clients to "shop" for their food, pushing carts around the pantry shelves as if they're in a grocery store. We also distribute non-perishable food items to several organizations that offer prepared meals, or that serve a specific niche of people in need, such as seniors and homeless teens. As the largest food pantry serving Ashland and Talent, we are open Monday through Friday and the first Saturday of every month from 9:30AM- 12:30PM. Food assistance is provided without regard to race, color, sex, age, handicap, marital status, religion, sexual preference or national origin.

3) Property and Project Information. Provide a map showing the project's location. If the project will serve a specific area, proposed project boundaries should be shown.

The project is the acquisition of the building at 560 Clover Lane in Ashland. At this site (see attached Map) now home to the Food Bank, we will serve low-income residents of Ashland and Talent only. The building has a total floor area of 3,240 square feet of commercial space, and the land size is 31,363 square feet. The building, home to the Food Bank is near Ashland Street off Exit 14 of Interstate 5. It is very close to jobs, shopping and services.

(4) Briefly describe the services to be provided, if any, and describe the eligible target population receiving direct benefit from these services (low-income, homeless, special needs).

Our basic objective is to serve hungry low-income children and families in Ashland and Talent. Our reports show that we served more than 5,600 households in 2011, which represents more than 14,000 individuals. We are a 40 year old charity with a service territory whose economy is based primarily on "services", largely tourism: we have no industrial or manufacturing base to support the work force here. Most of those that are

employed often have no health insurance coverage, and many work only part-time. We are innovative and efficient with the work that we do, and know that the gift of food that is offered to our clients is appreciated and valued by our community as a whole.

(6) Financial Information Form C – Sources of Funding.

The total acquisition cost of the purchase of building from the bank is \$475,000. The sources of funding are detailed in the attached Form C and Form C Additional Schedule.

- a) Describe the assumptions used to determine the total project cost. Indicate the source consulted and how costs were determined.

The cost of the acquisition was negotiated between AEFB and People's Bank.

General Information

- a) Is the proposed project within the Ashland City limits? If not, explain.

Yes, the building is within the Ashland City limits.

- b) Specify the proposed tenant or client income level; state in terms of percentage below area median for the Medford-Ashland standard metropolitan statistical area.

As the tenant, we are a non-profit entity. But, the clients we serve because of the nature of our activities (emergency food distribution) are presumed to meet the income guidelines of the MSA, and we believe that most are extremely low income (30%AMI) or low income (60%AMI) and that virtually all are below the moderate income (80%AMI) level median income.

- c) Describe any financial or legal commitments made to the project.

We do have a lease purchase agreement with People's Bank of Commerce.

- 8) Briefly describe the agency's mission and service history. The City may request copies of the agency's financial audit or review for the last two years prior to contract signing in order to determine agency's capability to successfully complete the project.

Our mission, in alliance with local faith groups and the community at large, is to provide emergency food supplies, without charge, to individuals and families in the Ashland and Talent areas who would otherwise go hungry. We believe that no one should go hungry and that all should be treated with dignity. Since 1972, AEFB, a food bank and pantry, has distributed food to hungry community members of Ashland and Talent. Each month, on average, we provide over 1,300 children and adults with a three to five-day supply of essential food items. We also distribute non-perishable food items to several organizations that offer prepared meals, or that serve a specific niche of people in need, such as seniors and homeless teens. As the largest food pantry serving Ashland and Talent, we are open Monday through Friday and the first Saturday of every month from

9:30AM - 12:30PM. Food assistance is provided without regard to race, color, sex, age, handicap, marital status, religion, sexual preference or national origin. Our reports show that we served more than 5,600 households in 2011, which represents more than 14,000 individuals, 4,200 were under the age of 18 years. 70% of our client base can be defined as the working poor, and 40% of our clients are children; we seek to feed children, families and individuals who need nourishment.

- 9) Will the project promote self-sufficiency for extremely low-, low- moderate-income families, or individuals with special needs?

Yes, potentially it will promote self-sufficiency for these individuals.

- 10) Please identify how your project benefits extremely low-, low- and moderate-income individuals or individuals with special needs.

Food assistance from the AEFB will benefit these individuals to the extent that they do not need to spend their limited economic resources to purchase food for their families.

- a) For proposed projects serving a low-income area (i.e. public facility improvements, community center or other neighborhood serving facility), provide the following data, including documentation of the sources of information for the following statistics:

Each month, on average 1,200 children and adults living in Ashland and Talent turn to us for a temporary food supply (3-5 days). More people than ever now rely on us for assistance. We anticipate nearly 15,000 people will seek assistance from us in 2012.

- 13) Project Feasibility. Please describe your readiness to proceed concerning whether land use issues have been resolved and whether your organization has the administrative capacity to complete the project proposed.

Describe the feasibility of the project:

- a) Does the applicant have the experience and capacity to complete and or manage the project proposed? Briefly describe applicants capacity and experience in providing, maintaining and managing housing, particularly low-income housing similar to the proposed project.

We have served our mission and clients for 40 years as a food bank and pantry to distribute food to hungry community members of Ashland and Talent. That includes the distribution of non-perishable food items to several organizations that offer prepared meals, or that serve a specific niche of people in need, such as seniors and homeless teens. As the largest food pantry serving Ashland and Talent, we are open Monday through Friday and the first Saturday of every month from 9:30AM- 12:30PM. The community has come to depend on us for this vital support. Our capacity to serve is structured around our long-range plan to provide emergency food assistance, in alliance with local faith groups, without charge to children and families in the Ashland/Talent area who would otherwise go hungry, and to increase awareness about the problem of hunger in our communities.

- a) Does the applicant have a purchase option on the property, letter of support from the property owner(s), or some other assurance that the property is available for acquisition?

Yes, we have a purchase option on the property.

- b) Does the project require land use approvals such as Site Review, Annexation, Zone Change, Minor Land Partition, Demolition, or Conditional Use permits?

Yes, the project will require a Site Review.

14) Indicate whether the project will have any negative impacts on historic or architecturally significant properties on the environment. All projects will be subjected to an Environmental Review Report and certain projects depending on scale, i.e. new construction, must undergo an Environmental Assessment.

There are no negative impacts associated with the project.

15) Please attach any other statistical data, letters of support, applicable experience of the sponsor, evidence of financial support from other funding sources, or other material you believe will assist the City in its review of your proposal.

There are no attachments.

16) CDBG Application Checklist (see pages 25-26). Attach Forms A, B, & C.

Please see attached Checklist, Form C, Board of Directors List, Project Location Map, and Lease Agreement with Option to Purchase.

CITY OF ASHLAND
2012 Program Year
CDBG APPLICATION CHECKLIST

In order to determine compliance with all applicable HUD regulations and to help to ensure that projects will be eligible for CDBG funding, the City of Ashland will need to address all HUD requirements. The purpose of this checklist is to point out areas where potential problems could arise. Obviously, this is a comprehensive list, which must evaluate a wide array of different kinds of proposals. Therefore, not every item will be applicable to every project. **Please fill it out entirely indicating all items which are not applicable and include it as part of your proposal application.**

A. Applicant's Background	Yes	No	N/A
1. Is the applicant a legal non-profit organization or unit of government?	X		
2. Do the proposed clients or users of the project meet HUD Income Guidelines (see page 10 for guidelines)?	X		
3. Does applicant have the capability to maintain written income documentation?	X		
4. Has the applicant made a legal or financial commitment to a proposed project?		X	
5. Is the applicant primarily a religious organization?		X	
6. Has the applicant administered a CDBG project previously?		X	
7. Is your agency willing and able to provide all required reports and accountability to the City as required by HUD?	X		
B. Project Location and Land Use Issues	Yes	No	N/A
1. Has a location for the project been selected?	X		
2. Is the proposed project within the Ashland City limits?	X		
3. Does the proposed project meet local zoning and land use laws?	X		
4. Are any land use permits such as a Site Review, partition, annexation or Conditional Use Permit required?	X		
5. Have these approvals been obtained?	X		
6. Does the project comply with current building code requirements?	X		
7. Does the project meet handicapped accessibility requirements?	X		

C. Environmental Issues	Yes	No	N/A
1. Is the project located in the 100-year floodplain?			X
2. Is a wetland located on the project site?			X
3. Has any environmental contamination been identified on the project site?			X
4. Has asbestos been identified on the project site?			X
5. If project involves an exiting structure, was it built 1978 or earlier? If year built is known, please specify.			X
6. Is the proposed project located on a major arterial or near the railroad?			X
7. Is the proposed project located adjacent to an above ground flammable storage tank?			X
8. Does the proposed project involve a structure that is 50 years or older?			X
9. Will the applicant complete a Phase I environmental review upon receiving a CDBG award?			X
D. Labor Requirements	Yes	No	N/A
1. Does the project involve construction over \$2,000 in cost?			X
2. Will the project trigger Davis-Bacon wage requirements?			X
3. Will the project trigger BOLI wage requirements?			X
4. Does the project involve over \$18,703 in City awarded grants or contracts?			X
E. Displacement and Relocation	Yes	No	N/A
1. Will tenants be displaced by the project?		X	
2. Will a business be displaced by the project?		X	
3. Will housing units be demolished or converted?		X	
F. Property Data	Yes	No	N/A
1. Does the applicant own the property by fee simple title?		X	
2. Are taxes on the property current?	X		
3. Is insurance current?	X		
4. What is the current debt against the property?			X
5. What is the current use of the property?			X
6. Has an appraisal on the property been conducted? If yes, what is the assessed value of the property?	X \$510,000		

Form A-1
To be completed for Development or Rehabilitation Proposals

Housing Proposals

Activity	Start Date	Completion Date
Site Planning & Development		
Option		
Site Acquisition (<i>See Attached Acquisition Timeline</i>)		
Plan Development		
Pre-application		
Land Use Approval		
Construction Plans		
Final Bids		
Contractor Selection		
Building Permits		
Grant applications		
local		
state		
federal	February 24, 2012	July 2012
Non-government (<i>See attached Sources of Acquisition Funds</i>)	April 1, 2012	June 2012
Other (<i>See attached Sources of Acquisition Funds</i>)	April 1, 2012	April 30, 2013
Loan Applications		
Construction loan		
Permanent		
Construction Phase		
Construction		
Certificate of Occupancy		

Please provide your best (realistic) date estimates regarding the project schedule

Form B-1
To be completed for Development or Rehabilitation Proposals

Uses of Funding

Housing Proposals

	Total Cost	CDBG Request	Other Source(s)
Acquisition Costs			
Land			
Improvements <i>(including land)</i>	\$475,000	\$130,000	\$345,000
Liens and other Taxes			
Closing costs			
Off-Site costs			
Other			
SUBTOTAL	\$475,000	\$130,000	\$345,000
Development Costs			
Land Use Approvals			
Building Permits/fees (Include Engineering and Community Development Fees)			
System Development Charges (SDCs)			
Relocation Costs			
Environmental Report / Lead Based Paint Clearance			
Soils Report			
Survey			
Marketing			
Insurance			
Other			
Fees			
Architectural/Engineering			
Legal/Accounting			
Appraisals			
Lender fees			
Construction Loan			
Permanent Loan			
Tax Credit Fees			
Developer Fee			
Consultant Fee			
Other			
TOTAL	\$475,000	\$130,000	\$345,000

Form C

SOURCE(S) OF FUNDS FOR BUILDING ACQUISITION WORK SHEET

Completeness of this worksheet establishes the capacity of the organization to sustain the operations of the program(s).

Sources	Secured	Conditional (awarded with conditions)	Tentative	Commitment Date
Federal Grants			\$130,000	July 2012
State Grants				
Local Grants				
Non Governmental Grants			\$210,000	Dec 2012
Donations/Gifts			\$103,000	May 2013
Applicant Contribution	\$32,000			
Program Income				
Loans				
Other (specify)				
Other (specify)				
TOTAL	\$32,000		\$443,000	

Please provide a description the timeline of loan and grant application dates as related to the proposed project. Specifically, for any tentative funding sources please provide application dates, award dates and funding availability dates.

Please see attached Form C Additional Schedule

Form D
DISCLOSURE OF INTERESTS

To assist the City of Ashland in determining whether there may be a potential conflict of interest related to the expenditure of Community Development Block Grant funds we request the following information be provided by applicants:

ORGANIZATION NAME: _____

Organization is: 1. Corporation ()
 2. Non-Profit 501C3 (X)
 3. Partnership ()
 4. Sole Owner ()
 5. Association ()
 6. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please attach a separate sheet.

1. State the names of each "employee" of the City of Ashland having a financial or personal interest in the above mentioned "organization" or project proposed.

Name, Job Title and City Department

N/A

2. State the name(s) of any current or prior elected or appointed "official", of the City of Ashland having a potential "financial interest" in the organization or project.

Name/Title

Greg Lemhouse Member of City Council

3. Provide the names of each "board member" of the Organization seeking CDBG funding
Name Board, Commission, or Committee (may be attached as a separate Sheet)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
additional _____

If the applicant has provided names in question 1 or 2, please provide details regarding any known potential conflicts of interest in an attached narrative.

Form C Additional Schedule

Sources of Funds for Building Acquisition City of Ashland CDBG for AEFB

Federal Grants:

<u>City of Ashland CDBG</u>	<u>Date Application (\$)</u>	<u>Date Award</u>	<u>Date \$ Available</u>	<u>Goal</u>
CDBG	Feb 2012, \$130,000 Request	July 2012	July 2012	\$130,000

Non-Governmental Grants (Private Foundations):

<u>Funder's Name</u>	<u>Date Application</u>	<u>Date Award</u>	<u>Date \$ Available</u>
Carpenter Foundation	April 2012, \$ 5,000 planned	June 2012	July 2012
Ford Family Foundation	April 2012, \$ 40,000 planned	July 2012	Aug 2012
Meyer Memorial Trust	May 2012, \$ 30,000 planned	Nov 2012	Dec 2012
Ben B. Cheney Fn.	May 2012, \$ 10,000 planned	Aug 2012	Sep 2012
Collins Foundation	June 2012, \$ 25,000 planned	Aug 2012	Sep 2012
MJ Murdock Trust	June 2012, <u>\$100,000</u> planned	Nov 2012	Dec 2012
<i>Sub-total non-government grants</i>	\$210,000 Planned		\$210,000

Donations/Gifts:

2012 AEFB Community Campaign	\$80,000	Dec. 2012
2013 AEFB Community Campaign	<u>\$23,000</u>	May 2013
<i>Sub-total community donations</i>	\$103,000 Planned	\$103,000

Applicant Contribution (2012)	\$ 32,000 Secured	\$ 32,000
-------------------------------	--------------------------	------------------

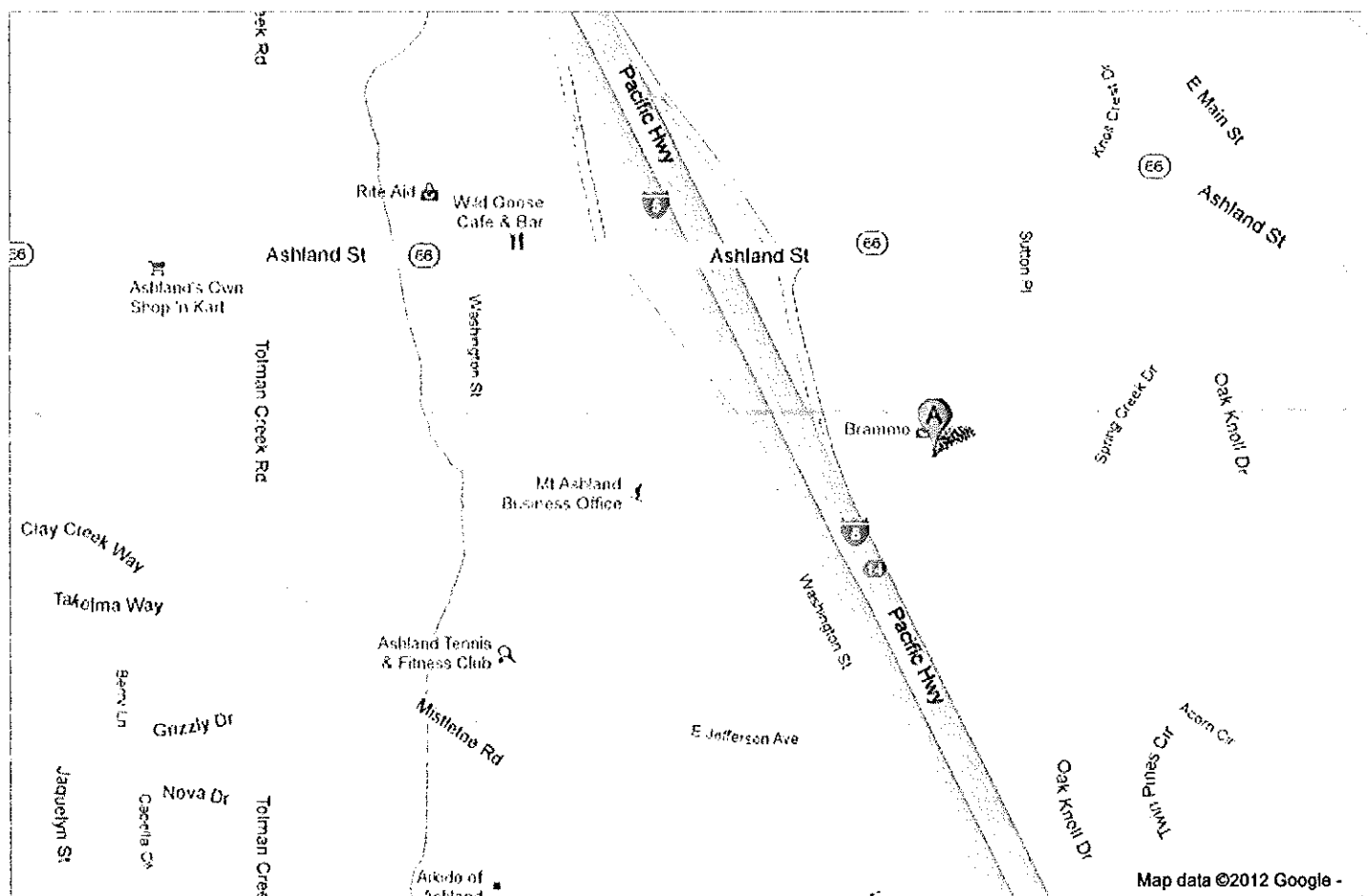
Total source of funds needed for acquisition	\$475,000
---	------------------

Board of Directors
Ashland Emergency Food Bank

Name	Address and Phone Number	Occupation	# of Years on the Board
Kate Jackson	359 Kearney, Ashland 541-482-2612	Self-employed, retired from Ashland City Council	9.5 yrs. as City - Board liaison
Greg Lemhouse	2850 Wedgewood, Ashland 541-944-7185	Businessman / Ashland City Council member	1.5 yrs.
Herb Petschek	999 Morton, Ashland 541-482-3642	Retired pharmaceutical co. executive	3 yrs.
Liz Cooper	144 Nutley, Ashland 541-488-0770	Retired commercial banking executive	3 yrs.
Patti Chase	500 Ann St., Ashland 541-488-0403	Retired hospital surgery scheduling coordinator	2.5 yrs.
Carita Culmer	1069 Henry St., Ashland 541-482-5075	Retired college librarian	5.5 yrs.
Bob Pech	371 Idaho St., Ashland 541-482-2669	Retired corp. industrial marketing engineer	4.5 yrs.
Gema Soto	150 Lincoln St., Ashland 541.482.7148	Food Service Manager, Ashland School District	4/11
Ward Wilson	189 Logan Dr., Ashland 541.708.0189	Retired Banker & Business Executive	4/11
Ava DeRosier	106 S. 2nd St., Talent 541.787.5117	Food & Beverage Dir., Ashland Springs Hotel	4/11
George Kramer	386 North Laurel, Ashland 541.482.9504	Restoration Consultant, Kramer & Company	1/12
Jane Dow	540 Pheasant Run Dr., Talent 541.727.2614	Retired high school English teacher	1/12
Pat O'Scannell	194 Logan Dr., Ashland 541.482.9752	Freelance Musician, Music Director, OSF	1/12

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



REAL PROPERTY LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT is entered into by and between PEOPLE'S BANK OF COMMERCE (the "Lessor") and ASHLAND EMERGENCY FOOD BANK, an Oregon non-profit corporation (the "Lessee").

RECITALS:

Lessor owns real property located at 560 Clover Lane, Ashland, Oregon ("the leased premises"), and Lessee desires to Lease the premises, and to have an option to purchase the leased premises upon the terms set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises set forth herein, the parties agree as follows:

1. **Definitions.** The following terms shall have the indicated meanings:

(a) **"Leased Premises"** shall refer to the real property and improvements identified as 560 Clover Lane, Ashland, Oregon. The improvements are approximately 3240 square feet, more or less.

(b) **"Hazardous Materials"** shall refer to and include: (i) any and all substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601, et. seq.), the Hazardous Materials Transportation Act (49 USC Section 1801, et. seq.), and the Resource Conservation and Recovery Act (42 USC Section 6901, et. seq.); and (ii) any and all substances which now or in the future are deemed to be pollutants, toxic materials or hazardous materials under any other state or federal law.

(c) **"Lease"** shall mean and refer to the lease arrangement between Lessor and Lessee which is established under this Agreement.

(d) **"Lease Term"** shall refer to the entire two year term of the Lease. **"Lease Month"** shall refer to each calendar month (full or partial) during the Lease Term.

2. **Lease.** Lessor hereby leases the Leased Premises to Lessee, and Lessee leases the Leased Premises from Lessor, subject to all of the terms and conditions contained in this Agreement.

3. **Term Of Lease.** The initial term of the Lease shall commence on September 1, 2011 and shall terminate on August 31, 2013, unless sooner terminated as provided in this Agreement, but this provision is subject to the provisions of section 27 below. Possession is to be provided to Lessee on September 1, 2011 if all of the conditions set forth in section 27 are satisfied or released by Lessee by that date.

4. **Rental Payments and Deposit Required.**

(a) With respect to each full calendar month during the Lease Term, Lessee shall be obligated to pay to Lessor a base rental amount of Six Hundred Dollars (\$600.00) per month. If the Lease Term does not commence on the first day of a calendar month, then the monthly lease payments required of Lessee for the short first and last months of the Lease Term shall be pro-rated on a daily basis. The lease payment for the first calendar month (full or partial) of the Lease Term shall be payable on the Lease Commencement Date, with all subsequent lease payments being due and payable in advance on the first day of each subsequent calendar month. All lease payments shall be payable to Lessor at whatever address Lessor may specify in writing from time to time. Lessor will provide Lessee prior reasonable written notice of

changes to the address for payment of rent hereunder. The parties agree that the market rate for the rental of premises of this kind and quality is at least \$.80 per square foot, and that the rental rate payable by Lessee under this Lease has been established at below market rate (1) because Lessee is a nonprofit corporation providing essential services to members of the community in need, and (2) to reflect the expected tax savings Lessor will receive in connection with an exemption from the payment of property taxes to Jackson County (the rent payable by Lessee under this Lease has been reduced by at least the amount of the expected real property tax savings resulting from the exemption of taxation that would otherwise be payable by Lessor). Lessee agrees to cooperate with Lessor to make any applications with Jackson County that may be required for Lessor to obtain such exemption from taxation.

(b) If Lessee fails to pay any installment of rent or other payment required hereunder within ten (10) days after the date when due, then Lessee shall be obligated to pay to Lessor as additional rent a late fee equal to five percent (5%) of the past-due amount, together with interest on the past-due amount from the due date of the past-due amount to the date of payment at the rate of six percent (6%) per annum. The provisions of this subparagraph (b) shall not limit Lessor's right to treat any late payment as an event of default as provided in Paragraph 21.

(c) Lessee shall pay to Lessor at the time specified in subsection 27 of execution of this lease the sum of \$1,200.00 as a security deposit. The deposit shall be a debt from Lessor to Lessee, refundable within 30 days after expiration of the lease term or other termination not caused by Lessee's default, or by Lessee's purchase of the Leased Premises. Lessor may commingle the deposit with its funds and Lessee shall not be entitled to interest on the deposit. Lessor shall have the right to offset against the deposit any sums owing from Lessee to Lessor and not paid when due, any damages caused by Lessee's default, the cost of curing any default by Lessee should Lessor elect to do so, and the cost of performing any repair or cleanup that is Lessee's responsibility under this lease. Offset against the deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by Lessor, at its option, in addition to any other remedy provided by law or this lease for Lessee's nonperformance. Lessor shall give notice to Lessee each time an offset is claimed against the deposit, and, unless the lease is terminated, Lessee shall within 10 days after such notice deposit with Lessor a sum equal to the amount of the offset so that the total deposit amount, net of offset, shall remain constant throughout the lease term. The Deposit shall be applied as a credit for Lessee against the purchase price at closing if Lessee purchases the Leased Premises.

5. **Utilities.** Lessee shall be responsible for and shall pay the cost of all water, electricity, natural gas, heating oil, telephone service, refuse collection, sewage and other utilities and services provided to the Leased Premises, or used on or in connection with the Leased Premises, during the Lease Term. Lessee shall make payment for all such utilities and services directly to the providers of those utilities and services. Lessor shall not be liable to Lessee in the event of any interruption in the supply of any utility or service to the Leased Premises (other than an interruption caused by the Lessor), and Lessee shall not be entitled to any abatement of rent in the event of any interruption in the supply of any utility or service to the Leased Premises (other than an interruption caused by the Lessor). Lessee agrees that it shall not install any equipment which will exceed or overload the capacity of the existing utility facilities supplying the Leased Premises. If any equipment installed by Lessee shall require additional utility facilities, those additional facilities shall be installed at Lessee's expense in accordance with plans and specifications approved in advance and in writing by Lessor (with Lessor having the right to refuse to consent to any installation which Lessor believes to be unreasonable).

6. **Taxes On Real And Personal Property.**

(a) Lessor shall pay all real property taxes, general and special assessments, and other

taxes and charges which are levied on or assessed during the Lease Term against the Leased Property or improvements located on the Leased Premises (all of which taxes, assessments and charges shall hereinafter be referred to as the "**Real Estate Taxes**").

(b) Lessee shall pay all personal property taxes and other taxes and charges which are levied on or assessed against personal property, leasehold improvements, fixtures, equipment, furniture, inventories, merchandise and any other personal property installed or located on the Leased Premises during the Lease Term, as those taxes become due and payable, and before delinquency, and regardless of whether such levy or assessment is made against Lessee or against Lessor, and regardless of whether the property has been installed by Lessee or by Lessor. Lessee shall make all personal property tax payments directly to the taxing authorities. Lessee shall furnish to Lessor receipts or other proof of payment of all taxes, assessments and charges payable by Lessee hereunder, within ten (10) days after Lessor's written request for such proof.

7. **Use Of Leased Premises.** Lessee shall use the Leased Premises solely for the purpose of operating a food distribution and storage facility, and an office and other uses incident to the distribution of food to the needy. Lessee shall not use or permit the use of the Leased Premises for any other purpose without the advance written consent of Lessor, which consent may not be unreasonably withheld by Lessor.

(a) Lessee shall not use, or permit any other person or entity to use, the Leased Premises in any manner which would create or tend to create waste or a nuisance or would be unreasonably offensive to owners or users of neighboring premises. Lessee shall refrain from any activity which would make it impossible for Lessee to insure against loss or damage to the Leased Premises or against personal injury or property damage, or which would significantly increase the cost of insuring the Leased Premises against loss or damage by fire or other cause.

(b) Lessee shall promptly comply with all statutes, laws, ordinances, orders, judgments, decrees, injunctions, rules, regulations, licenses, directives and requirements of all federal, state, county, municipal and other governments, commissions, boards, courts, authorities, officials and companies or associations insuring the Leased Premises, which now or at any time hereafter may be applicable to the Leased Premises or any part thereof, or to any use of or condition of the Leased Premises or any part thereof. Lessee shall remedy at Lessee's expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.

8. **Repairs And Maintenance.**

(a) Lessor shall be responsible for maintaining the utility services to the building, repairing and replacing (if reasonably required) the HVAC system, the roof, foundation and the bearing walls of the improvements which constitute the Leased Premises. As to the walk-in freezers and coolers at the east end of the building, and notwithstanding the provisions of section 9, Lessor shall be responsible to make any repairs required, as determined by Lessee's Oregon licensed refrigeration contractor referred to in 27(m)(4) below, to put those units in good and serviceable condition at the inception of Lessee's occupancy; but any repairs required subsequent to that time shall be Lessee's responsibility.

(b) Except as provided in subparagraph (a), Lessee shall be solely responsible for maintaining in safe, workable, neat and attractive condition (free and clear of foreign objects, papers, debris, obstructions, standing water, snow and ice), the structures and improvements which constitute the Leased Premises, including but not limited to all interior and exterior wall surfaces, interior ceilings, lights, windows, plate glass, plumbing fixtures, electrical fixtures, doors, door frames, door closures,

floor coverings, non-bearing walls, floors, decking and landscaping. Except as provided in subparagraph (a), Lessor shall have no responsibility to perform any repairs or maintenance with respect to the Leased Property. Lessor and its authorized agents shall have the right to inspect the Leased Property during regular working hours upon reasonable written notice to Lessee to determine whether Lessee is complying with its obligations under this Agreement. If Lessee shall fail to keep and preserve the Leased Property in the state or condition required under this Paragraph 8, then Lessor may, after ten (10) days written notice to Lessee, make whatever repairs are necessary to place or return the Leased Property to safe, workable and neat condition, without liability to Lessee for any loss or damage which may result to Lessee's business by reason of those repairs. In the event of such repairs by Lessor, Lessee shall be obligated to reimburse Lessor.

9. **No Warranties By Lessor.** Lessor makes no warranty, either express or implied, as to the condition, merchantability or fitness of the Leased Premises and the equipment in it, or the suitability of the Leased Premises for any purpose. Lessee agrees that neither Lessor nor any agent of Lessor has made any representations or warranties as to any of the following: (i) the suitability of the Leased Premises for Lessee's permitted uses (as specified in Paragraph 7), (ii) the physical condition of the Leased Premises, (iii) the expenses of operation of the Leased Premises, or (iv) any other matter affecting or relating to the Leased Premises except as expressly set forth in this Agreement.

(a) Prior to executing this Agreement, Lessee has not thoroughly inspected the Leased Premises, and has not become thoroughly acquainted with the condition of the Leased Premises. Inspections the Lessee intends to perform after this agreement is signed are set forth in subsection 27(m) below. The taking of possession of the Leased Premises by Lessee shall be an acknowledgment by Lessee that the Leased Premises are in good and satisfactory condition as of the date when possession is taken, and that Lessee has determined the Leased Premises to be suitable for Lessee's permitted uses (as specified in Paragraph 7), except as may be specified in writing by Lessee prior to September 1, 2011. Lessor shall not be required to make any alterations or improvements of any kind to the Leased Premises, except those that may be necessary as disclosed by Lessee's inspections.

(b) Although it is the expectation of the parties that Lessee shall use the Leased Premises for the purposes identified in Paragraph 7, it is expressly agreed that the obligations of Lessee under this lease (including but not limited to the obligation to pay rent) shall be abated by the inability of Lessee for any reason whatsoever to use all or any portion of the Leased Premises for those purposes as a result of the actions of the City of Ashland. At such time as it is determined that any such abatement will continue for a period of 30 days or more, Lessor shall have the option to terminate this Lease, and Lessor shall deliver written notice of that election to Lessee immediately upon making that election. If Lessor so elects to terminate, Lessee shall comply with the provisions of subsection 16 (a). There shall be no penalty assessed against Lessee as a result of the termination, and Lessee shall not be obligated to pay any additional rent, or any other sums other than those that may be due Lessor as specified in subsection 16 (a).

10. **No Liens.** Lessee shall not allow the Leased Premises to be subjected to any mortgage or other lien as security for a loan or other obligation of Lessee, without first obtaining the express written consent of Lessor. Lessee shall keep the Leased Premises free and clear of all personal property tax liens and encumbrances. Lessee shall pay as due all claims for labor or work done on, and for services rendered or material furnished to, the Leased Premises, and Lessee shall keep the Leased Premises free from any mechanic's, workman's or materials lien of any kind. If Lessee receives notice of the filing of any claim or lien against the Leased Premises or the commencement of any action which might affect the title to the Leased Premises, Lessee shall give prompt written notice thereof to Lessor.

11. Insurance.

(a) Lessee shall maintain and shall pay all premiums with respect to insurance protecting Lessor and Lessee as the named insureds against loss or liabilities arising from personal injury or death or damage to property caused by any accident or occurrence in connection with the use, operation or condition of the Leased Premises, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury or death, and \$500,000 per accident or occurrence on account of damage to property, together with a blanket excess liability policy in an amount of not less than \$1,000,000. Any proceeds of the insurance referred to in this subparagraph shall be applied towards extinguishment or satisfaction of the liabilities with respect to which those insurance proceeds are paid.

(b) Lessee hereby releases Lessor and Lessor's agents and employees from responsibility and liability for loss or damage occurring to, or in connection with the use of, the Leased Premises, if and to the extent that said loss or damage is covered under any insurance policy maintained by Lessee with respect to the Leased Premises, and Lessee waives all right of recovery against Lessor and Lessor's agents and employees for such loss or damage. Lessee agrees to: (i) notify Lessee's insurance carrier(s) of the release and waiver set forth in the preceding sentence, and (ii) obtain from Lessee's insurance carrier(s), at Lessee's sole cost, a written waiver of all subrogation rights against Lessor and Lessor's agents and employees.

(c) All insurance required to be carried by Lessee under subparagraph 11(a) shall be issued by responsible insurance companies, qualified to do business in the state of Oregon, and reasonably acceptable to Lessor and any person or entity holding a mortgage interest in the Leased Premises by reason of any loan to Lessor. Each insurance policy shall name Lessor as an additional insured. No insurance policy shall be subject to cancellation or material modification except after ten (10) days prior written notice to Lessor. At least ten (10) days prior to the expiration of any insurance policy, Lessee shall obtain renewals or binders for the issuance of one or more replacement insurance policies.

(d) Lessor shall maintain, and shall pay all premiums for, replacement cost insurance of the Leased Premises to its full insurable value, against loss or damage to the improvements located on the Leased Premises caused by fire, lightning, vandalism, malicious mischief, sprinkler leakage, breakage of plate glass, or other perils or casualties, with an all risk endorsement. All such insurance shall be in an amount sufficient to cover the cost of replacing the damaged or destroyed improvements. Subject to the provisions of Paragraph 12, all such insurance shall be for the benefit of Lessor only.

12. Destruction Of Improvements. Except as specifically provided in this Paragraph 12, Lessee shall not be entitled to any abatement of rent on account of any damage to or destruction of the Leased Property, and no other obligations of Lessee shall be altered or terminated as a result of such damage or destruction.

(a) In the event of any damage or destruction to the Leased Property which causes the fair market value of the Leased Property to be reduced by twenty-five percent (25%) or more, Lessee shall have the right to elect to terminate the Lease.

(1) If Lessee elects to terminate this Lease, Lessee shall so notify Lessor by written notice delivered to Lessor within fifteen (15) days after the date of the damage or destruction. If Lessee so notifies Lessor of the termination of the Lease, then the termination shall be effective as of the date of damage or destruction. If Lessee fails to notify Lessor of the termination of the Lease

within fifteen days after the date of damage or destruction to the Leased Property which is covered by this subparagraph (a), then Lessee shall be deemed for all purposes to have surrendered and waived its election to terminate the Lease under this subparagraph (a). In the event of any termination of the Lease under this subparagraph, Lessee's right of possession and obligation to pay rent in connection with the tenancy created hereunder shall cease as of the date of termination, and Lessee shall be entitled to reimbursement of any prepaid rent, security deposits or other amounts paid by Lessee and attributable to the portion of the anticipated Lease Term which is subsequent to the termination date. In the event of termination of the Lease pursuant to this subparagraph, Lessee shall have fifteen (15) days within which to vacate and surrender the Leased Property in accordance with the requirements of Paragraph 16.

(2) If Lessee does not elect to terminate this Lease, then Lessor shall elect to receive insurance proceeds on a "replacement cost" basis, and shall use and apply all insurance proceeds received by Lessor by reason of the damage or destruction of the subject improvements to restore (to the extent possible given the amount of those insurance proceeds) those improvements to substantially the same form and condition as prior to the damage or destruction. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and matters beyond the control of Lessor. Until the restoration is completed Lessee shall be entitled to a pro rata abatement of rent with respect to the portion of the Leased Premises which may not be used by Lessee by reason of that damage or destruction.

(b) In the event of any damage or destruction to the Leased Premises which causes the fair market value of the Leased Premises to be reduced by less than twenty-five percent (25%), Lessor shall be obligated to use and apply all insurance proceeds received by Lessor by reason of the damage or destruction of the subject improvements to restore (to the extent possible given the amount of those insurance proceeds) the damaged improvements to substantially the same form and condition as prior to the damage or destruction and provide Lessee with usable space equivalent in quantity and in character to the space available prior to the damage or destruction. Until that restoration is completed, Lessee shall be entitled either to a pro rata or complete abatement of rent with respect to the portion of the Leased Property which may not be used by Lessee by reason of that damage or destruction (with there being a complete abatement of rent during any period when the Leased Premises may not reasonably be used for the purposes specified in the first sentence of section 7 above). Lessor shall not in any event be obligated to expend for the restoration of damaged or destroyed improvements any amount in excess of the insurance proceeds received by Lessor by reason of that damage or destruction. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and matters beyond the control of Lessor.

13. Eminent Domain.

(a) If, during the Lease Term, there shall be a total taking of the Leased Premises by any public authority under the power of eminent domain, then the leasehold estate of Lessee in and to the Leased Premises shall cease and terminate as of the date when the condemning authority takes possession of or title to (whichever occurs first) all or any portion of the Leased Premises. For purposes of the preceding sentence, the term "total taking" shall mean the taking of so much of the Leased Premises that the remainder of the Leased Premises is not suitable to conduct the business which Lessee intends to conduct on the Leased Premises.

(b) If, during the Lease Term, there shall be a partial taking of the Leased Premises by any public authority under the power of eminent domain, then the leasehold estate of Lessee in and to the portion of the Leased Premises so taken shall terminate on the date when the condemning authority takes possession

of or title to (whichever occurs first) that portion, but Lessee's leasehold estate shall continue in full force and effect as to the remainder of the Leased Premises; in such event, the monthly rent payable by Lessee for the balance of the Lease Term shall be equitably abated by Lessor (based on the ratio between the value of the portion taken and the value of the Leased Premises prior to the taking).. For purposes of the preceding sentence, the term "partial taking" shall mean the taking of a portion of the Leased Premises which does not constitute a total taking as defined in subparagraph (a) of this Paragraph 13.

(c) Sale of all or part of the Leased Premises to a purchaser with power of eminent domain, in the face of the threat or probability of the exercise of the power of eminent domain, shall be treated for purposes of this Agreement as a taking by condemnation. All compensation and damages awarded for the taking of all or any portion of the Leased Premises shall be equitably apportioned between Lessor and Lessee as their interests may then appear.

(d) Lessee shall have the right, at its sole cost and expense, to assert a separate claim in any condemnation proceedings for the value of Lessee's leasehold interest. Whenever notice of a taking of all or any portion of the Leased Premises is received by either party, that party shall notify the other party thereof, and Lessor and Lessee thereafter shall jointly negotiate with the taking authority as to the value of their respective interests in the Leased Premises or the improvements located thereon to the end of being fairly compensated therefor.

14. **Alterations.** Lessee shall not make any construction, reconstruction, alteration, improvement, change, modification, utility installation or other alteration (hereinafter referred to in the aggregate as "**Alterations**") in, on or to all or any portion of the Leased Premises without first providing to Lessor detailed plans, specifications and explanations relating to the proposed Alterations and obtaining Lessor's express written approval to those Alterations (which approval may be withheld by Lessor for upon any reasonable ground). If Lessor shall give its consent to any Alteration, the consent shall be deemed to be conditioned upon Lessee acquiring all necessary permits to do the Alteration prior to commencement of the Alteration, and upon the compliance by Lessee with all of the conditions of those permits in a prompt and expeditious manner. Lessor may require Lessee to provide to Lessor, at Lessee's sole cost and expense, a performance and/or payment bond in an amount equal to one and one-half times the estimated costs of any proposed Alteration, to ensure that the Alteration is completed in a manner satisfactory to Lessor.

(a) All Alterations by Lessee shall be done at the sole cost of Lessee, and shall become the property of Lessor and shall remain on the Leased Premises and be surrendered to Lessor upon termination of the Lease Term. Notwithstanding the preceding sentence, Lessor shall have the right at any time on or before the thirtieth day after the termination of Lessee's lease to require Lessee to promptly remove any and all Alterations made to the Leased Premises by Lessee, and to repair any damage occasioned by such removal, all at Lessee's expense.

(b) Lessee shall ensure that all work with respect to Alterations is done in a good and workmanlike manner and diligently prosecuted to completion. Any Alterations shall be performed and done strictly in accordance with all applicable laws, ordinances and regulations, and the requirements of all insurance carriers and fire rating bureaus with respect to the Leased Premises.

(c) Lessee, at its expense and subject to the other provisions of this Agreement, may install any trade fixtures, equipment and furniture in, on or about the Leased Premises as necessary to the furtherance of the business use permitted under this Agreement. All such trade fixtures, equipment and furniture shall remain the property of the Lessee and shall be removed by Lessee at Lessee's expense at the end of the Lease Term. Lessee shall repair all damage to the Leased Premises caused by the installation and/or removal of any such trade fixtures.

(d) Lessor agrees that Lessee may (1) remove part or all of the existing service counter on the premises, (2) remove selected non-load bearing walls in the former Kentucky Fried Chicken cooking area, (3) remove any and all floor mounted electrical outlets, (4) convert the existing raised floor drains into flat floor drains, and (5) remove cooking ventilation equipment, including related fire suppression equipment, at its choice. All work to be done by Oregon licensed contractors. The cost for all of the work referred to in this subsection shall be borne by Lessee.

15. **Indemnification Against Damage Or Injury.** Lessee shall forever indemnify, reimburse, and hold Lessor harmless and, at Lessor's election, defend Lessor from, and against any and all claims, costs, expenses (including attorney's fees), losses, damages, fines, charges, actions, or other liabilities of any description rising out of or in any way connected with (1) Lessee's possession or use of the Property, (2) Lessee's conduct with respect to the Property, (3) any condition of the Property to the extent the same arises after possession of the Property by Lessee, or (4) Lessee's breach of any warranty or representation made by Lessee in this agreement, excepting only those claims, costs, expenses (including attorney's fees), losses, damages, fines, charges, actions, or other liabilities of any description arising from (i) a condition of the Leased Premises which existed at the inception of this Lease, and/or (ii) any negligent, reckless, wanton, or intentional act committed by any director, officer, partner, agent, employee, contractor, tenant, invitee, permittee, or trustee of the Lessor. In the event of any litigation or proceeding brought against Lessor and arising out of or in any way connected with any of the above events or claims, against which Lessee agrees to defend Lessor, Lessee shall, on notice from Lessor, vigorously resist and defend such actions or proceedings in consultation with Lessor through legal counsel reasonably satisfactory to Lessor.

(a) Notwithstanding any other provision of this Agreement, the obligations of Lessee pursuant to this Paragraph 15 shall remain in full force and effect after the termination of the Lease Term and until the expiration of the latest period stated in any applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described herein may be brought, and until payment in full or satisfaction of any and all losses, claims, causes of action, damages, liabilities, charges, costs and expenses shall have been accomplished.

(b) In the event of any conflict between the provisions of this Paragraph 15 and Paragraph 23, the provisions of Paragraph 23 shall take precedence. Any loss, liability, damage, claim or cause of action arising by reason of contamination of the Leased Premises by a hazardous substance while this Lease is in effect shall be subject to the indemnification provisions of Paragraph 23, and shall not be subject to the indemnification provisions of this Paragraph 15.

(c) The obligations of Lessee pursuant to this Paragraph 15 shall apply to the acts or omissions of any director, officer, partner, agent, employee, contractor, tenant, invitee, permittee, or trustee of the Lessee."

16. **Surrender Upon Termination.**

(a) Upon expiration of the Lease Term, or upon earlier termination of the Lease for any reason, Lessee promptly and peaceably shall remove any of Lessee's equipment and property, and shall surrender the Leased Premises in good condition. Depreciation and wear and tear from ordinary use permitted under this Agreement need not be restored by Lessee. All repairs for which Lessee is responsible shall be completed prior to the surrender of the Leased Premises.

(b) If Lessee remains in occupancy of the Leased Premises after termination of the Lease Term, then Lessor shall have the option to treat Lessee as a tenant from month-to-month, subject to all of the

provisions of this Agreement except the provisions for rental amounts, term, and renewal, and in that event Lessee shall be obligated to pay monthly rent to Lessor at a rate equal to one and one-half (1.5) times the monthly rental amount in effect as of the last month of the Lease Term. Acceptance by Lessor of rent subsequent to termination of the Lease Term shall not result in a renewal of the Lease and shall not constitute a waiver of Lessor's right to re-enter the Leased Premises, remove Lessee or exercise any other rights available to Lessor under this Agreement or provided by law. If Lessee fails to surrender the Leased Premises in accordance herewith upon termination of the Lease Term, Lessee shall indemnify and hold Lessor harmless from all losses and liabilities, including but not limited to any claims made by any succeeding tenant, which result from or are based upon Lessee's failure to so surrender the Leased Premises.

17. **Good Title.** Lessor warrants that it has good right to lease the Leased Premises and will defend Lessee's right to quiet enjoyment of the Leased Premises against the lawful claims of all persons during the Lease Term.

18. **Sale Of Lessor's Interest.** Lessor may only sell all or any portion of the Leased Premises during the Lease Term as allowed in section 27 below. Any such sale shall be subject to the terms of this Lease.

19. **Limitation On Assignment Or Sublease By Lessee.** Lessee shall not voluntarily or by operation of law assign this Lease, or sublease any portion of the Leased Premises, or enter into any license agreement, franchise agreement, or concession agreement with respect to the Leased Premises, or mortgage hypothecate, or otherwise encumber all or any portion of Lessee's interest in this Lease or the Leased Premises, or in any other manner permit the occupation or shared possession of all or any portion of the Leased Premises.

20. **Landlord's Lien.** Lessee hereby grants to Lessor a lien upon the improvements, trade fixtures and furnishings of Lessee to secure full and faithful performance of all of the terms of this Agreement.

21. **Lessee's Default.**

(a) The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever used in this Agreement, any one or more of the following events:

(1) The failure by Lessee to pay or cause to be paid the full amount of any rent or other charge specified in this Agreement, within ten (10) days after the date when due. Before declaring a default in the making of any payment required under this Agreement, Lessor shall provide to Lessee a written notice specifying that there has been a default in the making of a required payment, and Lessee shall have five (5) days from the effective date of that notice within which to pay the delinquent amount and prevent the occurrence of a default hereunder. Notwithstanding the immediately preceding sentence, Lessor shall not be obligated to provide any written notice to Lessee of a particular delinquent payment if Lessor shall have provided to Lessee written notice of a prior delinquent payment twice or more during the then immediately preceding 365 day period; in that event Lessor shall not be required to provide any notice to Lessee before declaring a default arising out of Lessee's failure to make any payment required under this Agreement, but no default shall be declared until ten (10) days after that payment is due.

(2) The failure by Lessee to comply with any term or condition, or fulfill any obligation of this Agreement (other than the payment of rent or other charge) within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity and requesting that the default be remedied. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessee begins correction of the default within the thirty-day

period and thereafter proceeds with reasonable diligence and good faith to affect the remedy as soon as possible.

(3) An assignment by Lessee for the benefit of creditors, the filing by Lessee of a voluntary petition of bankruptcy, an adjudication that Lessee is bankrupt, the appointment of a receiver for the properties of Lessee, the filing of an involuntary petition of bankruptcy and the failure of Lessee to secure dismissal of the petition within thirty (30) days after filing, or levying of execution upon, Lessee's leasehold interest and the failure of Lessee to secure release of the levy or execution within ten (10) days after Lessee's actual notice thereof.

(b) Whenever any event of default shall have occurred, Lessor may take any one or more of the following remedial steps:

(1) Declare, by written notice to Lessee, that all unpaid and delinquent installments of rent, and all other unpaid and delinquent charges and payments due under this Agreement shall be immediately due and payable, whereupon those amounts shall become immediately due and payable.

(2) Terminate the lease and all rights of Lessee under this Agreement, by giving written notice of termination to Lessee. In the event of such termination, Lessor shall have the right to re-enter and take possession of the Leased Premises and remove all persons and property therefrom by summary proceedings or otherwise, and to recover from Lessee: (i) any unpaid rent earned at the time of termination, plus (ii) the fair market value of the amount by which the unpaid rent which would have been earned after termination and prior to the end of the Lease Term exceeds the amount of rent which Lessee proves can reasonably be earned by Lessor during that time, plus (iii) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of affairs would be likely to result therefrom, plus (iv) all other amounts available to Lessor at law or in equity. In the event of any re-entry of the Leased Premises following termination of the lease, Lessor may make any suitable alterations or changes in the character or use of the Leased Premises, provided that Lessor shall not be required to relet the Leased Premises for any use or purpose Lessor may reasonably consider injurious to the Leased Premises. Lessor may relet all or a portion of the Leased Premises, either alone or together with other properties, for a term longer or shorter than the term of this Agreement, and upon any reasonable terms and conditions (including the granting of rent-free occupancy or other rent concessions

(3) To the extent permitted by law, terminate Lessee's possessory interest in the Leased Premises, without terminating Lessee's lease, in which case Lessor shall have the right to enter and take possession of the Leased Premises and to remove and exclude Lessee from possession of the Leased Premises and to use its best efforts to lease the Leased Premises to another person for the account of Lessee; any such entry and other actions shall not operate as a waiver or satisfaction, in whole or in part, of any claim or demand arising out of or connected with any breach or default by Lessee of its obligations under this Agreement. If Lessor re-enters the Leased Premises but does not elect to terminate Lessee's leasehold interest, then Lessor may from time to time, without terminating Lessee's lease, either recover from Lessee all rentals as they become due, or relet the Leased Premises or any portion thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Any rentals so received by Lessor from such reletting shall be applied as follows: first, to the payment of any damages and indebtedness, other than rent due hereunder, owed by Lessee to Lessor; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations and repairs to the Leased Premises required in connection with such reletting; fourth, to the payment of rent due and unpaid hereunder; and last, to the payment of any future rent as the same may become due and payable hereunder. If the portion of the rental amount received from reletting which is applied to the payment of rent

hereunder is less than the monthly rent payable by Lessee, then Lessee promptly shall pay the deficiency to Lessor. Lessee also shall pay promptly to Lessor any costs and expenses incurred by Lessor in connection with a reletting or in making alterations and reasonable repairs to the Leased Premises which are not covered by the rental received from reletting.

(4) Have a receiver appointed to take possession of, and to manage and control, the Leased Premises and to collect the profits and pay the net income from the operation of the Leased Premises as ordered by a court of competent jurisdiction. The right to appoint a receiver shall be available without regard to the adequacy of the security for the balance due Lessor or the solvency of Lessee, or the absence of waste or danger of loss or destruction of the Leased Premises and without the necessity of notice to Lessee, it being understood that the careful and prudent management, care, and control of the Leased Premises is an essential form of Lessor's security for the faithful performance of Lessee's obligations under this Agreement. Any receiver so appointed may serve without bond. The employment of a person by Lessor shall not disqualify that person from serving as a receiver. Upon taking possession of all or any portion of the Leased Premises, the receiver may (i) use, operate, manage, control and conduct any business located upon the Leased Premises and make whatever expenditures for maintenance and improvements as the receiver in its judgment shall deem proper; and (ii) collect all revenues, income and profits from the Leased Premises and/or any business located on the Leased Premises, and apply those sums to the reasonable expenses of use, operation and management thereof. If the revenues produced by the Leased Premises and/or any business located on the Leased Premises are insufficient to pay expenses, the receiver may borrow, from Lessor or from any other source, whatever sums as the receiver may deem necessary for the purposes stated in this subparagraph (4), and the repayment of those sums shall be secured by this Agreement. Amounts borrowed from or advanced by Lessor shall bear interest at the rate of 12% per annum from the date of expenditure until repaid, and shall be paid by Lessee on demand.

(c) No remedy conferred upon or reserved to Lessor under this Agreement is intended to be exclusive of any other available remedy, but each and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as deemed expedient by Lessor. In order to entitle Lessor to exercise any remedy reserved to Lessor, it shall not be necessary to give any notice other than a notice which is expressly required in this Agreement.

22. **Lessor's Default; Lessee's Remedies.** If Lessor fails to observe or perform any obligation required to be observed or performed by Lessor under the terms of this Agreement, and Lessor fails to cure that breach within thirty (30) days after written notice thereof from Lessee, then Lessor shall be deemed in default under this Agreement. Upon Lessor's default, Lessee, at its option, may exercise any one or more of the following remedies, in addition to other rights or remedies available at law or in equity:

(a) Lessee may cure the default by performing Lessor's obligation, in which case Lessor shall reimburse Lessee for all costs and expenses reasonable incurred by Lessee in making that cure;

(b) Lessee may terminate this Lease immediately upon written notice to Lessor;

(c) Lessee may recover all damages and expenses (including reasonable attorney's fees) incurred by Lessee as a result of Lessor's default; and

(d) Lessee may seek equitable relief including, but not limited to, specific performance.

23. **Lessee's Responsibility For Contamination By Hazardous Substances.**

(a) Lessee shall not intentionally or unintentionally cause or permit any hazardous material to spill, leak or be discharged onto the soil or other surface of the Leased Premises or be discharged into any plumbing drain, storm drain, sewer or other waste disposal system located on the Leased Premises which is not specifically designed for, and intended to be used solely for, the retention and disposal of that hazardous material. In the event of any such spill, leak or discharge, Lessee shall file all reports, take all remedial actions and pay all fines and other levies as shall be required by applicable federal, state and local statute, ordinance, regulation and order.

(b) Lessee shall at all times use, sell, store, transport, dispose of and treat hazardous materials (as defined in Paragraph 1(b) of this Agreement) in strict accordance with all applicable federal, state and local laws and regulations (collectively referred to in this Paragraph 23 as the "Laws"). If, prior to termination of the Lease and completion by Lessee of the obligations imposed under Paragraph 16, there occurs upon the Leased Premises any release, spill, leak or discharge of hazardous materials which is in violation of any of the Laws and is caused by any activity or activities of Lessee on or with respect to the Leased Premises, then Lessee shall be obligated to cause and complete the repair, cleanup, detoxification and/or decontamination of the Leased Premises, and the preparation and implementation of any closure, remedial action or other required plan or plans in connection therewith, all as required by the Laws. Under no circumstances shall Lessee be obligated to pay for or remediate any condition that was in existence at the beginning of the lease.

(c) Lessee shall indemnify, defend, protect and hold harmless Lessor and each of Lessor's partners, employees, agents, successors and assigns (collectively referred to in this Paragraph 23 as "Lessor"), from and against any and all criminal and civil claims and causes of action (including but not limited to claims resulting from, or causes of action incurred in connection with, the death of or injury to any person, or damage to any property), liabilities (including but not limited to liabilities arising by reason of actions taken by any governmental agency), penalties, forfeitures, prosecutions, losses and expenses (including reasonable attorney fees) which directly or indirectly arise from or are caused by either: (i) the presence in, on or about the Leased Premises of any hazardous materials which result from any activity or activities of Lessee on or with respect to the Leased Premises, or (ii) the Lessee's use, sale, storage, transportation, disposal, release, threatened release, discharge or generation of hazardous materials to, in, on, under, about or from the Leased Premises. Lessee's obligations under this subparagraph 23(c) shall include, but not be limited to, the obligation to bear the expense of any and all costs, whether foreseeable or unforeseeable, of any necessary (as required by the Laws) repair, cleanup, detoxification or decontamination of all or any portion of the Leased Premises, and the preparation and implementation of any closure, remedial action or other required plan or plans in connection therewith.

(d) Notwithstanding any other provision of this Agreement, the obligations of Lessee pursuant to this Paragraph 23 shall remain in full force and effect after the termination of the Lease Term and until the expiration of the latest period stated in any applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described herein may be brought, and until payment in full or satisfaction of any and all losses, claims, causes of action, damages, liabilities, charges, costs and expenses for which Lessee is liable hereunder shall have been accomplished.

(e) For purposes of subparagraphs 23(a), 23(b) and 23(c), any acts or omissions of or by any one or more employees, agents, assignees, sublessees, franchisees, licensees, permittees, customers, invitees, contractors, successors-in-interest or other persons permitted by Lessee to have access to the Leased Premises (other than Lessor or Lessor's agents) or acting for or on behalf of Lessee (whether or not the actions of such persons are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessee.

(f) If any claim, demand, action or proceeding is brought against Lessor which is or may be subject to Lessee's obligation to indemnify Lessor as set forth under this Paragraph 23, Lessor shall provide to Lessee immediate notice of that claim, demand, action or proceeding, and Lessee thereafter shall defend Lessor at Lessee's expense using attorneys and other counsel selected by Lessee and reasonably acceptable to Lessor. Lessor agrees to cooperate with Lessee in Lessee's defense of Lessor.

24. **Expenses.** Each of the parties shall pay its own expenses incidental to the preparation and consummation of this Agreement, including but not limited to the attorney fees and expenses.

25. **Notices.** Any notice required or permitted under this Agreement shall be deemed to have been duly given when actually delivered or when deposited in the United States mail, certified and return receipt requested, postage prepaid, addressed to such addresses as may be specified from time to time by the parties in writing.

26. **Time Of Essence.** Time is of the essence in the performance of all obligations of Lessor and/or Lessee under this Agreement.

27. **Lessee's Option To Purchase Leased Premises.** At any time prior to the conclusion of the Lease Term, Lessee shall have the option to purchase the Leased Premises from Lessor, under the terms and conditions set forth in this Paragraph 27.

(a) **Definitions.** For purposes of this Paragraph 27, "Closing" shall refer to the consummation of the purchase and sale of the Leased Premises pursuant to this Paragraph 27. "Closing date" shall refer to the actual date of Closing.

(b) **Option may be Exercised Only during Lease Term.** Lessee shall have no right to exercise the purchase option granted under this Paragraph 27 after the last day of the Lease Term. If Lessee exercises the purchase option granted under this Paragraph 27 on or before the last day of the Lease Term, then Lessee shall have the right to close the purchase at any time on or before the 30th day after the last day of the Lease Term. Lessor shall not have the right to sell all, or any portion, of the Leased Premises to a third party so long as this option to purchase may be exercised by Lessee.

(c) **Notice of Exercise.** If Lessee wishes to exercise its option to purchase the Leased Premises from Lessor pursuant to this Paragraph 27, Lessee shall be required to deliver to Lessor a written notice specifying: (i) Lessee's desire to exercise the option, and (ii) the proposed closing date for the purchase (which closing date shall be not more than 30 days after the last day of the Lease Term. Lessee shall be deemed to have exercised the option to purchase the Leased Premises pursuant to this Paragraph 27 when the written notice referred to in the preceding sentence is delivered to Lessor. If Lessee exercises the option to purchase the Leased Premises from Lessor as provided in this Paragraph 27, and if that purchase and sale subsequently closes in accordance with this Paragraph 27, then Lessee shall be obligated to pay rent with respect to the Leased Premises through the date of closing of the purchase and sale. The option rights granted to Lessee under this Paragraph 27 shall apply only to the entire Leased Premises, and this Paragraph 27 shall not give Lessee the right or option to purchase any portion of the Leased Premises which is less than the entire Leased Premises.

(d) **Purchase Price and Payment.** If Lessee exercises the option to purchase the Leased Premises from Lessor as provided in this Paragraph 27, then the total purchase price for the Leased Premises shall be Four Hundred Seventy-five Thousand Dollars (\$475,000.00). The entire purchase price for the Leased Premises shall be payable by Lessee at Closing by cashier's check drawn against a bank of Lessee's choice having offices located in Jackson County, Oregon, or by any other method acceptable to Lessor.

(e) Lessor's Obligation to Sell. If Lessee exercises the option to purchase the Leased Premises from Lessor as provided in this Paragraph 27, and if Lessee tenders to Lessor full payment for the Leased Premises (on or before the proposed closing date), then Lessor shall be obligated to sell and deliver to Lessee good and marketable title to the Leased Premises, free and clear of all liens and encumbrances not allowed pursuant to subparagraph 27(f). The real property and all improvements thereon shall be and is expressly sold and transferred to Lessee in "As Is" condition, without any warranty of any kind by Lessor.

(f) Title Report.

(1) Promptly after delivery to Lessor of written notice of Lessee's exercise of the option to purchase granted under this Paragraph 27, Lessor shall furnish to Lessee a preliminary title report with respect to the Leased Premises. Lessee shall have ten (10) days after receipt of the preliminary title report within which to examine that report and notify Lessor of any objection(s) to any one or more of the exceptions set forth on that report. If Lessee does not notify Lessor in writing, within that ten (10) day period, of Lessee's disapproval of any one or more of the exceptions set forth on the preliminary title report, then that exception (or those exceptions) shall be deemed to have been accepted and allowed by Lessee. If Lessee provides written notification to Lessor, within that ten (10) day period, of Lessee's disapproval of any exception set forth in the preliminary title report which is in the nature of a lien placed against the property in connection with a borrowing by Lessor subsequent to the date of this Agreement which can be discharged by payment of a sum of money, then Lessor shall be obligated to pay and discharge that lien prior to closing of the sale of the Leased Premises pursuant to this Paragraph 27. If Lessee provides written notification to Lessor, within that ten (10) day period, of Lessee's disapproval of any other type of exception set forth in the preliminary title report, then Lessor shall have the option either to remove that exception or refuse to do so. If Lessor refuses to remove any disapproved exception which is not in the nature of a lien placed against the property in connection with a borrowing by Lessor subsequent to the date of this Agreement which can be discharged by payment of a sum of money, then Lessee shall have the option either to close the purchase of the Leased Premises (and take the Leased Premises subject to that allowed exception) or to rescind the purchase transaction and thereby terminate all liabilities which either party might have to the other party under this Paragraph 27 (in which event all other obligations of the parties under this Agreement shall remain in full force and effect), and Lessee shall have no claim or right of action of any kind against Lessor by reason of Lessor's refusal to remove that exception. Promptly after closing, Lessor shall furnish to Lessee, at Lessor's expense, a policy of title insurance in the amount of the purchase price, showing title to the Leased Premises to be good and marketable, with the usual endorsements and exceptions contained in such policies and with the additional exceptions which are allowed pursuant to the preceding sentences of this subparagraph 27(f). If Lessee exercises its option to purchase the Leased Premises but fails through no fault of Lessor to close that purchase, then Lessee shall reimburse Lessor for any cost of the preliminary title report(s) referred to in this subparagraph (f).

(2) Within five (5) business days after an authorized representative of Lessee has signed this Agreement, Lessor shall furnish to Lessee the preliminary title report referred to in subsection (1) immediately above, and all of the terms and deadlines set forth in (1) shall apply. The purpose of this provision is to give Lessee an opportunity to review the status of title as soon as possible. If, after Lessee's review, and Lessor's correction of any objections made by Lessee, the review and approval of the preliminary title condition shall be deemed completed; except that the process set forth in (1) shall be repeated at the time Lessee exercises its option to purchase except that Lessee shall not have the right to object to any exception to title that Lessee previously accepted.

(g) Closing Escrow. If Lessee exercises its option to purchase the Leased Premises pursuant to this Paragraph 27, the parties agree to establish a closing escrow account at a title company to be

selected by Lessor (the "**Closing Escrow Agent**"). Lessee and Lessor each shall pay one-half (1/2) of the closing escrow fees. Lessee and Lessor agree to execute whatever reasonable escrow instructions may be required by Closing Escrow Agent in connection with the consummation of the purchase of the Leased Premises pursuant to this Paragraph 27. In the event of any conflict between those escrow instructions and this Agreement, the terms of this Agreement shall prevail, and nothing contained in the escrow instructions shall be deemed to change or modify the terms, provisions or conditions of this Agreement unless the parties expressly so state in writing.

(h) Closing. If Lessee exercises its option to purchase the Leased Premises pursuant to this Paragraph 27, then:

(1) The parties agree to close the transaction at the offices of the Closing Escrow Agent, or at such other location as shall be selected by agreement of the parties. Possession of the Leased Premises, and all risk of loss, damage or destruction with respect to the purchased portion of the Leased Premises, shall pass from Lessor to Lessee at 11:59 p.m. Pacific Standard Time on the date of Closing.

(3) At Closing, Lessor shall deliver to Lessee a statutory warranty deed which conveys the Leased Premises free and clear of all encumbrances, except those encumbrances identified in the preliminary title report which are allowed pursuant to subparagraph 27(f), fully executed by Lessor and naming Lessee as the grantee.

(4) Personal property taxes, operating expenses, rental income, prepaid rents and deposits, and other income and expenses with respect to the Leased Premises shall be prorated as of the date of Closing. The parties shall share equally all escrow, recording and related fees; Lessor shall pay for the cost of the title insurance policy premium.

(5) Prior to Closing, Lessor shall furnish to Lessee any and all documentation required under Section 1445 of the Internal Revenue Code, including but not limited to a "Certificate of Non-Foreign Status". If Lessor fails to furnish Lessee a Certificate of Non-Foreign Status, Lessee shall be authorized to withhold and deduct from the purchase price any and all amounts which are required to be withheld under IRC §1445, and to transfer those sums to the Internal Revenue Service in accordance with the provisions of IRC §1445.

(6) Each party shall pay its own attorney fees incurred in connection with the Closing of the transaction.

(i) Brokerage Commissions. Lessor warrants to Lessee that no brokerage commissions will be payable by Lessee to any person or entity in connection with the purchase and sale of the Leased Premises in accordance with this Paragraph 27.

(j) Option is Non-Transferable. The option granted to Lessee under this Paragraph 27 is personal to Lessee, and is not transferable to any other person or entity.

(k) Limitation on Binding Effect. After an authorized representative of each party has signed this Agreement, Lessor shall be bound by its terms, but Lessee shall have the option to terminate the Agreement without penalty, or the payment of any rent or other charges, if its Board of Directors does not act to approve the Agreement within fourteen (14) days of the date that it has been signed by both parties' authorized representatives.

(l) Payment After Board Approval. If the Board of Directors of Lessee approves this Agreement, then Lessee shall within 2 business days deposit with Lessor the sum of \$15,000, which shall act as a security deposit, to be utilized as specified in section 4(c) above, in the event that the option to purchase is not exercised by Lessee; and which shall be applied to the purchase price if Lessee exercises the option and completes its purchase of the Leased Premises.

(m) Additional Conditions. If the Board of Directors of Lessee approves the Agreement, the Lessee shall have until September 1, the date upon which Lessee may have occupancy of the premises, within which to eliminate the following conditions: (1) confirmation with Jackson County or any other appropriate taxing authority that Lessee, a non-profit corporation, will be exempt from the payment of property tax once it becomes an owner of the Leased Premises; (2) confirmation from the City of Ashland that the zoning of the Leased Premises is E-1, and that Lessee's business is acceptable within that zoning district to the City of Ashland; (3) confirmation that the 12 parking spaces currently available on the Leased Premises are acceptable to the City of Ashland, in light of Lessee's anticipated use of the premises; (4) that the refrigerator and freezer units on the Leased Premises are acceptable to Lessee following an inspection by an Oregon licensed refrigeration contractor; (5) obtaining a flood plain certification acceptable to Lessee; (6) and approval by Lessee of an inspection of the Premises by an Oregon licensed commercial building inspector and/or general contractor. All these items shall be conducted by Lessee, and the cost of said activities shall be borne by Lessee. Lessor shall provide Lessee timely and sufficient access to the premises to allow Lessee to conduct any required inspections.

(n) Capital Campaign. The parties understand that Lessee will undertake a capital campaign to raise the sum of \$575,000 (net of fundraising expenses) by July 31, 2013, and if Lessee is able to raise that sum by that deadline, Lessee will complete the purchase of the property..

28. Miscellaneous. This Agreement shall be governed and performed in accordance with the laws of the state of Oregon. Each of the parties hereby irrevocably submits to the jurisdiction of the courts of Jackson County, Oregon, and agrees that any legal proceedings with respect to this Agreement shall be filed and heard in the appropriate court in Jackson County, Oregon. The paragraph headings set forth in this Agreement are set forth for convenience purposes only, and do not in any way define, limit or construe the contents of this Agreement. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then that determination shall not affect any other provisions of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, only one of which would render the provision valid, then the provision shall have the meaning which renders it valid. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party in that suit or action or any appeal therefrom shall be entitled to recover, in addition to any other relief, the sum which the court may judge to be reasonable attorney fees. This Agreement shall inure to the benefit of and shall be binding upon the successors, assigns, heirs and personal representatives of the parties. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall constitute a single instrument, when signed by the parties. There are no oral agreements or representations between the parties hereto which affect this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, warranties, representations and understandings, if any, between the parties. Waiver by either party of strict performance of any of the provisions of this Agreement shall not be a waiver of, and shall not prejudice the party's right to subsequently require strict performance of, the same provision or any other provision, and no delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof. The consent or approval of either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act. No remedy conferred upon or reserved to either party under this Agreement is intended to be exclusive of any other remedy available to that party by

reason of the other party's breach, but each and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity.

29. **SBA Approval.** The parties acknowledge that there is a Small Business Administration guarantee in place effecting the Leased Premises, and therefore that Lessor must obtain SBA approval to enter into this Agreement, which Lessor undertakes to obtain with all due dispatch. Lessor will provide written confirmation of SBA approval to Lessee as a condition to this Agreement becoming effective. If SBA approval has not been received by Lessor by September 1, 2011, the closing date shall be extended to September 15, 2011, the Lease inception date shall be September 15, 2011, and the rent for the partial rental month of September, 2011 shall be prorated to reflect the actual date of closing.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the dates indicated below.

LESSOR: **PEOPLE'S BANK OF COMMERCE**


By its authorized representative

8/10/11
Dated

LESSEE: **ASHLAND EMERGENCY FOOD BANK,**
an Oregon non-profit corporation


By its authorized representative

8-10-11
Dated

RECEIVED

FEB 14 2012

City of Ashland
Field ___ Office ___ County ___



CITY OF ASHLAND

2012 Program Year Community Development Block Grant (CDBG) Application
These completed Sheets shall be included as the first pages on all submittals.

I. APPLICANT INFORMATION

Organization Name: Living Opportunities, Inc.
Executive Director's Name: Roger Hassenpflug
Board Member Names: See Attachment #1
Applicant Mailing Address: PO Box 1105 Medford, OR 97501
Applicant Street Address: Administrative Offices: 861 Valley View Dr. Medford, OR 97501
Ashland Office: 747 Normal Ave, Ashland, OR 97520
IRS Classification: 501(c) 3
Federal Tax ID#: 93-0640525
Mission Statement: *For people with developmental disabilities to work for the same employers, live in the same neighborhoods and have the same experiences everyone aspires to in our community.*
Total Employees: 140
Total Volunteers: 92

II. CONTACT PERSON

Name: Jim Gochenour
Title: Development Director
Phone Number: 541.772.1503
Fax Number: 541.772.4116
E-mail Address: jimg@livingopps.org

III. PROJECT INFORMATION SUMMARY

Project Name or Title: ACES (Ashland Community Employment Services) Remodel
Expected Completion Date: April 15th, 2013
Requested CDBG Funds: \$20,000
Organizational Match: \$20,000
Funds from Other Sources: n/a
Total Project Cost: \$40,000

2) A project summary including a brief description, project background and a list of project objectives

Living Opportunities, Inc. is a private, nonprofit organization governed by a Board of Directors comprised of volunteers. It was founded in 1974 for the exclusive charitable purpose of supporting people with developmental disabilities and assisting them in their aspirations to live in the same neighborhoods, work for the same companies, and engage in the same activities as other individuals in our community. To fulfill this founding mission, Living Opportunities provides a wide array of individualized supports to more than 300 individuals falling into five categories: (1) 24-hour assisted living; (2) semi-independent supported living; (3) employment services; (4) leisure activities; and, (5) behavioral consultation for families. Although historically restricted to Jackson County, Oregon, Living Opportunities has expanded to provide consultation services statewide.

The project addresses the underlying need for renovations to Living Opportunities' ACES (Ashland Community Employment Services) building. Living Opportunities has been housed in the building, located at 747 Normal Avenue, since 1986, and has owned the title outright since 1993. At the time that ACES was first opened, it was designed as support services to Living Opportunities' main offices in Medford, and served very few individuals. Nonetheless, today, the agency utilizes ACES as its 'home-base' for all employment and leisure activities to Ashland individuals. Due to the increase in traffic over the years, there is significant wear to the building, and renovations are necessary.

The project will be completed in three phases: phases one and two were completed in 2008 and 2009 respectively. *Phase one* was the installation of a new roof, including patching and repairing the current understructure, for \$15,500; *phase two* included rewiring the buildings existing electrical and overlaying the ceiling with drywall to accommodate new lighting, for \$13,581.23. Living Opportunities covered the cost of phase one and two without outside funding sources.

Phase three's objectives are straightforward: To complete, within budgetary parameters, and in a timely manner, the following renovations to the ACES building:

1. Develop office space in an open area by installing interior walls, including windows to allow visual access for staff to the main room;
2. Add a changing room, including plumbing for shower usage;
3. Update plumbing in kitchen to include dishwasher and move sink (includes cutting concrete & concrete repair);
4. Add electrical wiring to the newly installed walls;
5. Install a new heating and air system with spiral pipe ducting;
6. Complete sheet rock & finish walls in new office space;
7. Install countertops in the kitchen and in an office for use as desk space.

3) Property and Project Information relating to acquisition, rehabilitation, site clearance, and development (section not applicable for social service applications involving direct services to qualified low- or extremely low- income persons).

Not applicable – social service application.

4) Briefly describe the services to be provided, if any, and describe the eligible target population receiving direct benefit from these services (low-income, homeless, special needs).

The Living Opportunities' Ashland Community Employment Services (ACES) building houses both employment services, the main goal of which is to support 11* Living Opportunities' Ashland individuals with developmental disabilities in jobs within Ashland businesses, and Out and About services, which provides social activities to 22 Living Opportunities' Ashland individuals with developmental disabilities. All individuals served at ACES are developmentally disabled, fall under the 'special needs' specifications, and are low-income.

*This number is also counted under the 22 Out and About individuals served

5) A work program and time line including a complete list of tasks with estimated start and completion of each task (please complete attached Form A – Project Schedule).

Form A – Project Schedule

Activity	Start Date	Completion Date
Contractor Bid	2/1/12	3/1/12
Secure Funding	1/1/12	7/1/12
Contract with Contractor	7/1/12	7/1/12
Interior Construction	8/1/12	10/1/12
Plumbing/Electrical	10/1/12	11/15/12
Heating	11/15/12	12/15/12
Windows and Doors Install	12/15/12	1/30/13

6) Financial Information: A budget describing total cost, cost per task, existing (secured) project funds and unfunded costs. Identify any and all source(s) of funding. This would include other Federal and State grants and loans, monetary donations, in-kind contributions, volunteer labor, donation of materials and supplies, etc. In addition to addressing the questions below please complete attached Form B – Uses of Funding & Form C – Sources of Funding.

Provide a detailed financial description of the proposed project, including Rent Schedule, Sources/Uses of Funding and Operating Budget Income/Expense, and utility allowances.

The project budget appears as Attachment #3. No rent schedule is necessary.

a) Describe the assumptions used to determine the total project cost. Indicate the sources consulted and how costs were determined.

Total costs were projected utilizing contractor bids for the remodel.

b) Was consideration given to remaining economic life of the property and potential cost increases such as unanticipated repair or relocation costs? Maintenance costs? Operating costs?

The property does not produce income, as it is not a residential or office complex where rent is required. Therefore, there is no 'economic life' of the property. Consideration for the remodel was given to unanticipated repairs and maintenance costs, as well as to operating costs. Living Opportunities will ensure that all associated costs are covered.

c) Describe the financial assumptions used to develop the operating budget. Include projected rent increases, other sources of income for operation and maintenance expenses, and inflationary factors. For social service award requests please include financial assumptions relating to increases in wages, materials and overhead, or other costs associated with the proposed activity.

Living Opportunities was established in Ashland in 1983. For the last 29 years, the agency has been able to sustain the costs of its Ashland-based programs and services. Budget assumptions are based on the agency's historical budgeting process, with adjustments made for potential decreases in government financial participation.

d) Discuss non-typical expenses or those outside industry standards.

Not applicable.

e) Attach letters of funding commitment from other sources, if available.

Not applicable.

f) Will a property tax exemption be requested for the project? If so, what is the estimated dollar value of the tax exemption over the twenty-year period? Please briefly detail the calculation method used to estimate the value and the process your organization would undertake to obtain the exemptions or appraised value adjustment.

Living Opportunities' ACES property is currently tax-exempt and is not assessed any property taxes by the Jackson County Tax Assessor's Office.

7) Eligibility for Federal Funding Will any of the following activities be part of the proposed project?

- **Property Acquisition** : No
- **New Construction (non-residential)** : No
- **Removal of Architectural Barriers** : No
- **Rehabilitation Costs** : Yes
- **Development Costs** : No
- **Client Services** : No
- **Specification Preparation (Construction/Rehab)** : No

- **Relocation Benefits (if required)** : No
- **Appraisal (for acquisitions)** : No

General Information

a) Is the proposed project within the Ashland City limits?

Yes.

b) Specify the proposed tenant or client income level; state in terms of percentage below area median for the Medford-Ashland standard metropolitan statistical area (MSA). The current income guidelines are included on page 10 above.

All individuals served by Living Opportunities meet HUD's CDBG requirements as they are considered extremely-low or low-income persons, with household incomes of less than 200 percent of the federal poverty index.

c) Describe any financial or legal commitments made to the project.

Living Opportunities has committed \$20,000 to this project.

d) Will permanent housing units be converted or demolished? If so, how many?

No.

e) Is the proposed housing site located in a 100-year flood plain?

Not applicable.

f) Has a Level 1 environmental assessment been done for the site? If yes, attach the report.

Not applicable.

g) Is the proposed housing site located adjacent to a major arterial road or near a railroad?

Not applicable.

h) Is the proposed site located adjacent to an aboveground flammable storage tank?

Not applicable.

i) Will the proposed project impact historic features? If yes, explain

No.

8) Briefly describe the agency's mission and service history. The City may request copies of the agency's financial audit or review for the last two years prior to contract signing in order to determine agency's capability to successfully complete the project.

Living Opportunities, Inc. is a private, nonprofit organization governed by a Board of Directors comprised of volunteers. It was founded in 1974 for the exclusive charitable purpose of supporting people with developmental disabilities and assisting them in their aspirations to live in the same neighborhoods, work for the same companies, and engage in the same activities as other individuals in Jackson County.

9) Will the project promote self-sufficiency for extremely low-, low-, moderate-income families, or individuals with special needs?

One of Living Opportunities' overarching goals is to assist individuals with developmental disabilities to have access to employment and leisure activities. Therefore, the project, which falls directly within the scope of Living Opportunities' mission, helps promote self-sufficiency for these individuals by providing them the space necessary to learn, grow, and thrive in their community.

10) Please identify how your project benefits extremely low-, low-, and moderate-income individuals or individuals with special needs.

The project provides direct benefits to those special needs individuals served by ACES (comprised of persons with developmental disabilities) by renovating the building which acts as their employment and recreational base. Also, all of the individuals served by ACES are considered low income.

a) For proposed projects serving a low-income area (i.e. public facility improvements, community center or other neighborhood serving facility), provide the following data, including documentation of the sources of information for the following statistics:

- **Number of extremely low-, low-, and moderate-income individuals served in the project area on an annual basis.**

22

- **Total number of individuals served in project area on an annual basis**

22

b) For proposed projects serving a target population (i.e. homeless families, battered women, people with AIDS, special needs populations, etc.) provide the following data, including document sources of information for statistics.

- **Specify the target population to be served.**

Twenty-two (22) people with developmental disabilities will be served through ACES.

- **Number of low and moderate-income individuals in target population to be served on an annual basis. (This count cannot include repeated visits or use by the same individuals.)**

22

- **Total number of individuals in target population to be served on an annual basis.**

22

- **Percent low and moderate income.**

100%

11) Briefly describe how your proposal will ensure that moderate-income individuals do not benefit to the exclusion of extremely-low or low-income individuals.

Due to the fact that only people with developmental disabilities are served at ACES, all individuals are extremely-low or low-income individuals, and no moderate-income individuals will be served.

12) Indicate if you expect the project to cause low and moderate-income housing to be demolished or converted to another use (see attachment "Relocation Strategy Guidance"). If so, explain.

No.

13) Project Feasibility: Please describe your readiness to proceed concerning whether land use issues have been resolved and whether your organization has the administrative capacity to complete the project proposed.

Living Opportunities owns the property which the project's proposed renovations are for. Therefore there are no land use issues in place. Living Opportunities has the financial and administrative capacity to take on the renovations proposed, as noted in the project budget.

Describe the feasibility of the project:

a) Does the applicant have the experience and capacity to complete and or manage the project proposed? Briefly describe applicants capacity and experience in providing, maintaining and managing housing, particularly low-income housing similar to the proposed project.

Living Opportunities has completed one capital construction project and multiple facility acquisition and remodel projects. Each project was completed on time and within established

budgetary parameters. There is no doubt that the agency's management staff are capable of efficiently and effectively administering this renovation project.

b) Are the ongoing operating expense and maintenance reserve estimates reasonable?

Not applicable.

c) Does the applicant have a purchase option on the property, letter of support from the property owner(s), or some other assurance that the property is available for acquisition?

The facility is owned in fee simple on a debt-free basis by Living Opportunities.

d) Does the project require temporary or permanent relocation and if so have comparable units been identified and costs of relocation been accurately determined? Provide a tenant relocation strategy, cost estimate, and existing tenant survey to address federal Uniform Relocation Act requirements which may impact your project.

No relocation is required.

e) Describe relocation strategy for the project.

Not applicable.

f) Does the project require land use approvals such as Site Review, Annexation, Zone Change, Minor Land Partition, Demolition, or Conditional Use permits?

No.

g) Has a pre-application been completed with the Ashland Planning Department?

Not applicable.

h) What is the condition of any improvements on the property and what is the expected life of the property?

The facility has a usable life expectancy of at least 30 years, pending the renovations recommended in this proposal.

i) Describe commitment of project funding from other sources

Living Opportunities is requesting \$20,000 from the City of Ashland's CDBG Fund in order to complete this renovation. Living Opportunities is providing the remaining \$20,000. No other funds are being sought or solicited.

14) Indicate whether the project will have any negative impacts on historic or architecturally significant properties on the environment. All projects will be subjected to

an Environmental Review Report and certain projects depending on scale, i.e. new construction, must undergo an Environmental Assessment.

The ACES building is not itself historically or architecturally significant and is not adjacent to any historically or architecturally significant properties. The renovations to the ACES building will be internal, and therefore will have no impact on the surrounding environment.

**City of Ashland
2012 Program Year
CDBG Application Checklist**

A. Applicant's Background	Yes	No	n/a
1. Is the applicant a legal non-profit organization or unit of government?	x		
2. Do the proposed clients or users of the project meet HUD Income Guidelines (see page 10 for guidelines)?	x		
3. Does applicant have the capability to maintain written income documentation?	x		
4. Has the applicant made a legal or financial commitment to a proposed project?	x		
5. Is the applicant primarily a religious organization?		x	
6. Has the applicant administered a CDBG project previously?	x		
7. Is your agency willing and able to provide all required reports and accountability to the City as required by HUD?	x		
B. Project Location and Land Use Issues	Yes	No	n/a
1. Has a location for the project been selected?	x		
2. Is the proposed project within the Ashland City limits?	x		
3. Does the proposed project meet local zoning and land use laws?	x		
4. Are any land use permits such as a Site Review, partition, annexation or Conditional Use Permit required?		x	
5. Have these approvals been obtained?			x
6. Does the project comply with current building code requirements?	x		
7. Does the project meet handicapped accessibility requirements?	x		
C. Environmental Issues	Yes	No	n/a
1. Is the project located in the 100-year floodplain?		x	
2. Is a wetland located on the project site?		x	
3. Has any environmental contamination been identified on the project site?		x	
4. Has asbestos been identified on the project site?		x	
5. If project involves an existing structure, was it built 1978 or earlier? If year built is known, please specify.	x, 1965		
6. Is the proposed project located on a major arterial or near the railroad?		x	

7. Is the proposed project located adjacent to an above ground flammable storage tank?		x	
8. Does the proposed project involve a structure that is 50 years or older?		x	
9. Will the applicant complete a Phase I environmental review upon receiving a CDBG award?			x
D. Labor Requirements	Yes	No	n/a
1. Does the project involve construction over \$2,000 in cost?	x		
2. Will the project trigger Davis-Bacon wage requirements?	x		
3. Will the project trigger BOLI wage requirements?	x		
4. Does the project involve over \$18,703 in City awarded grants or contracts?	x		
E. Displacement and Relocation	Yes	No	n/a
1. Will tenants be displaced by the project?		x	
2. Will a business be displaced by the project?		x	
3. Will housing units be demolished or converted?		x	
F. Property Data	Yes	No	n/a
1. Does the applicant own the property by fee simple title?	x		
2. Are taxes on the property current?			x
3. Is insurance current?	x		
4. What is the current debt against the property?			x
5. What is the current use of the property?	Employment Services		
6. Has an appraisal on the property been conducted? If yes, what is the assessed value of the property?		x	

Form A – Project Schedule

Activity	Start Date	Completion Date
Contractor Bid	2/1/12	3/1/12
Secure Funding	1/1/12	7/1/12
Contract with Contractor	7/1/12	7/1/12
Interior Construction	8/1/12	10/1/12
Plumbing/Electrical	10/1/12	11/15/12
Heating	11/15/12	12/15/12
Windows and Doors Install	12/15/12	1/30/13

Form B-1
To be completed for Development or Rehabilitation Proposals
USES OF FUNDING

For Facility Rehabilitation (e.g., Removal of Architectural Barriers)

	Total Cost	CDBG Request	Other Source(s)
Acquisition Costs			
Land			
Improvements	\$ 40,000	\$ 20,000	\$ 20,000
Liens and other Taxes			
Closing costs			
Off-Site costs			
Other			
SUBTOTAL	\$ 40,000	\$ 20,000	\$ 20,000
Development Costs			
Land Use Approvals			
Building Permits/fees (Include Engineering and Community Development Fees)			
System Development Charges (SDCs)			
Relocation Costs			
Environmental Report / Lead Based Paint Clearance			
Soils Report			
Survey			
Marketing			
Insurance			
Other			
Fees			
Architectural/Engineering			
Legal/Accounting			
Appraisals			
Lender fees			
Construction Loan			
Permanent Loan			
Tax Credit Fees			
Developer Fee			
Consultant Fee			
Other			
TOTAL	\$ 40,000	\$ 20,000	\$ 20,000

Form C
SOURCE(S) OF FUNDS FOR OPERATING EXPENSES WORKSHEET

Sources	Secured	Conditional (awarded with conditions)	Pending	Commitment Date
Federal Grants				
State Grants	\$ 180,571.91			6/30/2011
Local Grants				
Non-Governmental Grants	\$10,570.95			6/30/2011
Donations/Gifts				
Applicant Contribution				
Program Income				
Loans				
Other (United Way)				
Other (specify)				
TOTAL	\$ 191,142.86			

a) Describe the assumptions used to determine the total project cost. Indicate the sources consulted and how costs were determined.

The total project cost is based on the contractor's bid obtained by Living Opportunities in January, 2011. All personnel costs will remain the same, and the contractor's bid includes the price of labor and supplies/materials. Living Opportunities Maintenance Director, Marty Balzarini, will oversee the renovation construction, and no additional wages will be required for that.

b) Was consideration given to remaining economic life of the property and potential cost increases such as unanticipated repair or relocation costs? Maintenance costs? Operating costs?

The project's goal is the repair of the current building in order to avoid unanticipated repair and relocation costs in the future. The economic life of the property is expected to be solid, and the likelihood of unanticipated repairs, slim.

Form D DISCLOSURE OF INTERESTS

To assist the City of Ashland in determining whether there may be a potential conflict of interest related to the expenditure of Community Development Block Grant funds we request the following information be provided by applicants:

ORGANIZATION NAME: Living Opportunities, Inc.

Organization is:

1. Corporation ()
2. Non-Profit 501C3 (X)
3. Partnership ()
4. Sole Owner ()
5. Association ()
6. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please attach a separate sheet.

1. State the names of each "employee" of the City of Ashland having a financial or personal interest in the above mentioned "organization" or project proposed.

None.

2. State the name(s) of any current or prior elected or appointed "official," of the City of Ashland having a potential "financial interest" in the organization or project.

None.

3. Provide the names of each "board member" of the Organization seeking CDBG funding Name Board, Commission, or Committee (may be attached as a separate Sheet)

Please reference Attachment # 1

Attachment # 1
Board of Directors List

Attachment # 2
Map showing projects location

Attachment # 3
Project Budget

Attachment # 4
Preliminary Floor Plan

[Code of Federal Regulations]
[Title 24, Volume 3]
[Revised as of April 1, 2010]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR570.603]

[Page 150]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND
DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 570_COMMUNITY DEVELOPMENT BLOCK GRANTS--Table of Contents

Subpart K_Other Program Requirements

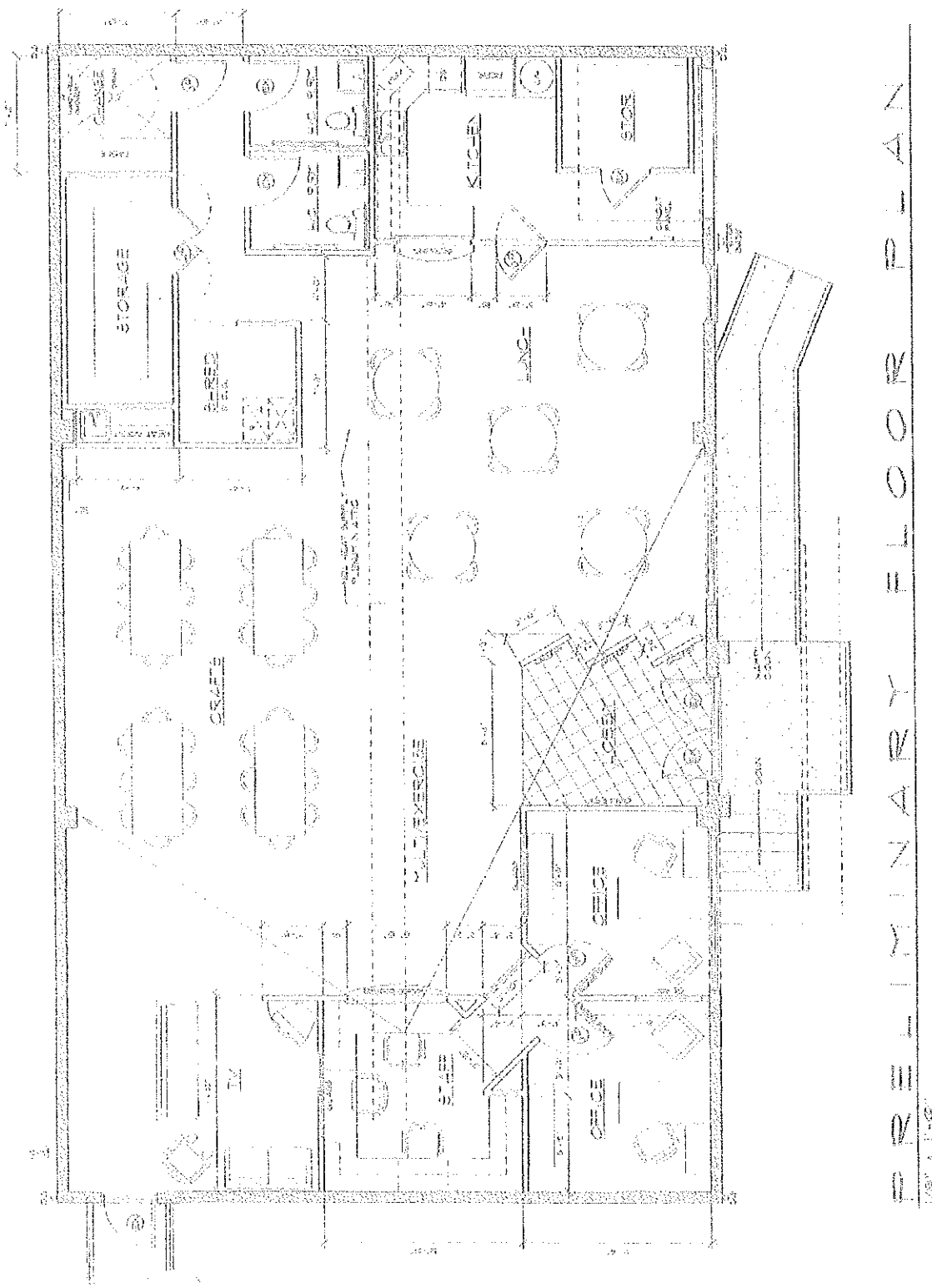
Sec. 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

Attachment # 4 – Preliminary Floor Plans



Attachment # 3 - Project Budget

Revenue:

CDBG Grant Funding	\$20,000
--------------------	----------

LOI Match	<u>\$20,000</u>
-----------	-----------------

Total Revenue	\$40,000
---------------	----------

Expenses

Plumbing	\$6,600
----------	---------

Interior Walls	\$9,400
----------------	---------

Counter Tops	\$2,500
--------------	---------

Indoor Windows	\$1,000
----------------	---------

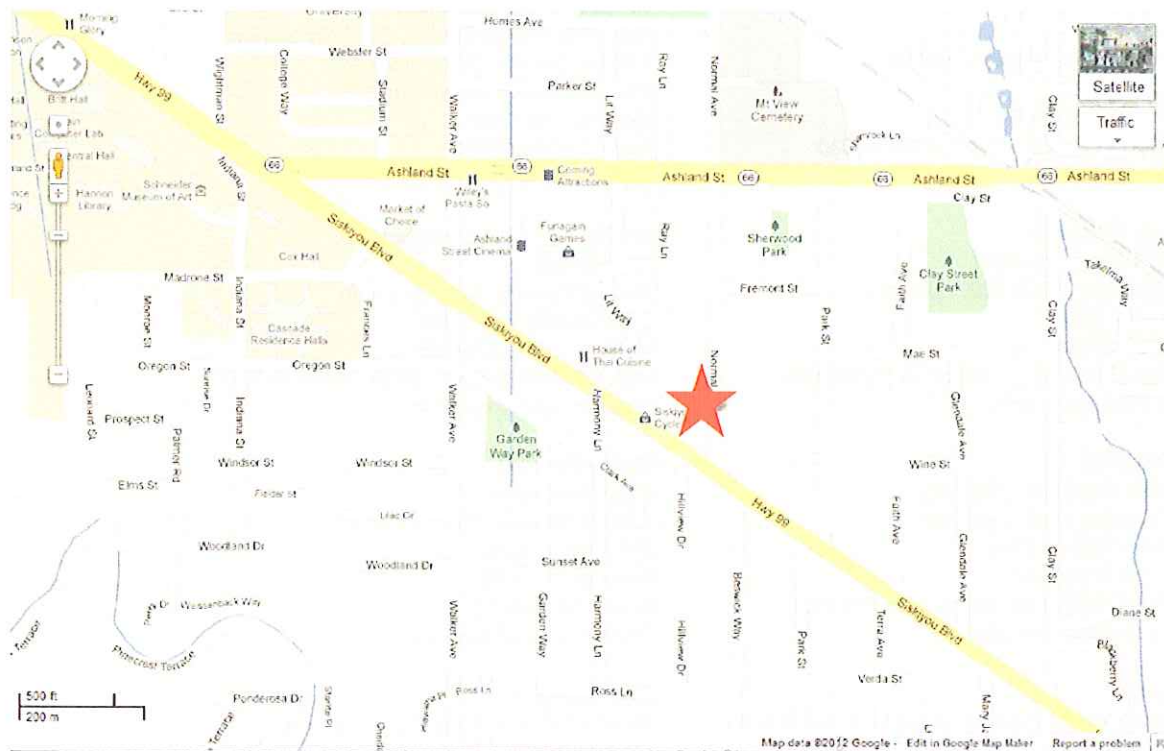
New Interior Doors	\$500
--------------------	-------

Additional Electrical	\$4,500
-----------------------	---------

New Heating System	<u>\$15,500</u>
--------------------	-----------------

Total Project Cost	\$40,000
--------------------	----------

Attachment # 2 – Map showing location



Attachment # 1 – Board of Directors

John Ferris, Chair

Retired Attorney

Term of Service: May 2008 - present

446 Terrace Street

Ashland, OR 97520-3004

Home: (541)482-2242 Cell: (541)778-3330

Email: jfer@jeffnet.org

Chris Dye, Treasurer

Certified Public Accountant

Term of Service: March 2009 - present

2968 Waverly Way

Medford, OR 97504

Home: (541)779-1402 Work: (541)772-8666

Email: chris@jdpcpa.com

Todd Anderson

Pharmacist, Evergreen Pharmacy

Term of Service: 1992 to present

603 Seventh Fairway Drive

Medford, OR 97504-9320

Work: (541)779-5627 x3 Home: (541)779-8236

Email: t.k.anderson@q.com

Les Cracraft

Employee Benefits Consultant, United Risk Solutions Inc.

Term of Service: 1987-present

207 Island Point

Medford, OR 97504-9453

Home: (541)772-4005 Work: (541)245-1111

Email: les.cracraft@unitedrisk.com

Will Holmbeck

Gospel Mission Program Manager,

Former Owner Golden Spike Pizzeria

Term of Service: 1988 - present

544 Fairmont Street

Medford, OR 97501-2426

Cell: (541)218-8960

Email: mgmwill@gmail.com

Rob King

Sales Executive, OPUS Broadcasting

Term of Service: 2010 - present

511 Rossanley Drive

Medford, OR 97501

Work: (541)772-0322 Cell: (541)324-1750

Email: rob@opusradio.com

Emilie Sampson

Program Director, Families for Community

Parent of individual with disabilities

Term of Service: 2011 - present

1398 Bonita Avenue

Medford, OR 97504

Cell: (541)621-1910

Email: emilie@familysforcommunity.org

Jennifer Sieg, Vice-Chair

Marketing Representative, ODS Companies

Term of Service: 2010 - present

310 Crater Lake Avenue Ste 101

Medford, OR 97504

Work: (541)324-0903

Email: siegj@odscompanies.com

Dr. Michael Hall, Secretary

Endodontist

Term of Service: 2006 - present

2650 Country Park Lane

Medford, OR 97504-6396

Home: (541)734-9488 Work: (541)779-3324

Email: mhall@soepc.com

Marge Bernard

Registered Nurse

Term of Service: 2011 - present

378 Terrace Street

Ashland, OR 97520

Home: (541)488-1377

Email: margeb@darex.com

Tom Harrison

Personal Broker, Oregon Opportunities

Term of Service: 2012 - present

P O Box 1083

Eagle Point, OR 97524-1083

Cell: (541)944-3131 Work: (541)826-3000

Email: harrison@orop.com

Baylee LaVoie

Retired, Media Sales

Term of Service: 2012 - present

740 Eastridge Drive

Medford, OR 97504-8918

Cell: (541)951-2175

Email: arlo_1@charter.net

Steve Rinkle

General Counsel, Pacific Retirement Services, Inc.

Term of Service: 2011 - present

1200 Mira Mar Avenue

Medford, OR 97504

Work: (541)857-7226 Cell: (541)601-6926

Email: srinkle@retirement.org