



Council Business Meeting Agenda

ASHLAND CITY COUNCIL BUSINESS MEETING AGENDA

Tuesday, October 7, 2025

Council Chambers, 1175 E Main Street

Live stream via RVTV Prime at rvtv.sou.edu or broadcast on Spectrum 180 & 181.

Public comment is welcome on public forum topics and agenda items.

To **speak electronically** during the meeting or to submit **written comments** in advance, please complete the online [Public Comment Form](#) by 10 a.m. the day of the meeting.

6:00 p.m. Regular Business Meeting

I. CALL TO ORDER

- a. Land Acknowledgement**

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

- a. Indigenous Peoples' Day Proclamation

V. APPROVAL OF MINUTES

- a. Minutes of the September 15, 2025 – Study Session Meeting
- b. Minutes of the September 16, 2025 - Business Meeting

VI. CONSENT AGENDA

- a. Committee Member Appointments
- b. Oaks of Ashland Quitclaim Deed Approval - Pedestrian Access Easement
- c. Approval of Liquor License for Grocery Outlet

VII. SPECIAL PRESENTATIONS

- a. Finance Update - Fourth Quarter FY25 Preliminary Results (April-June 2025)

VIII. PUBLIC FORUM

15 minutes – Public input or comment on City business not included on the agenda

- a. Written Testimony

IX. PUBLIC HEARING

- a. Public Hearing First Reading of Ordinance 3276 - Vacating A Portion of the Fern Street Public Right of Way
- b. Public Hearing for a Legislative Amendment to the Southern Oregon University Facilities Masterplan and First Reading of Ordinances #3267, #3268, and #3269 (#PA-L-2025-00016)

X. ORDINANCES, RESOLUTIONS AND CONTRACTS

- a. Second Reading of Ordinance No. 3273 An Ordinance Amending AMC Section 10.120 Enhanced Law Enforcement Area and Persistent Violation
- b. Approval of a Construction Contract with Carter & Company, Inc. for the North Mountain Avenue Overlay, Phase I Project (PW 2021-03)
- c. Approval of Personal Services Contract for Construction Administration Services for the North Mountain Avenue Overlay, Phase I Project (PW 2021-03)



Council Business Meeting Agenda

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

- a. Annual Climate and Energy Action Plan Report & Conservation Incentives Adoption

XIII. CITY MANAGER REPORT

- a. October Report

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

XV. ADJOURNMENT

If you need special assistance to participate in this meeting, please contact Alissa Kolodzinski at recorder@ashlandoregon.gov or 541.488.5307 (TTY phone number 1.800.735.2900). Notification at least three business days before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting in compliance with the Americans with Disabilities Act.

* Items on the Agenda not considered due to time constraints are automatically continued to the next regularly scheduled Council meeting [AMC 2.04.030.(D)(3)]

**** LAND ACKNOWLEDGEMENT**

We acknowledge and honor the aboriginal people on whose ancestral homelands we work—the Ikirakutsum Band of the Shasta Nation, as well as the diverse and vibrant Native communities who make their home here today. We honor the first stewards in the Rogue Valley and the lands we love and depend on: Tribes with ancestral lands in and surrounding the geography of the Ashland Watershed include the original past, present and future indigenous inhabitants of the Shasta, Takelma, and Athabaskan people. We also recognize and acknowledge the Shasta village of K'wakhakha - "Where the Crow Lights" - that is now the Ashland City Plaza.

***Agendas and minutes for City of Ashland Council, Commission and Committee meetings may be found at the City website, ashlandoregon.gov.



**ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, September 15, 2025**

Mayor Graham called the meeting to order at 5:30 p.m.

Council Present: Mayor Graham, Councilors Bloom, Dahle, DuQuenne, Hansen, Kaplan, and Sherrell

Council Absent: none

Staff Present:

Sabrina Cotta	City Manager
Alissa Kolodzinski	City Recorder
Marshall Rasor	Interim Fire Chief
Tighe O'Meara	Police Chief

I. Call to Order

II. Reports and Presentations

a. Regional Fire Service Planning and Capacity Study Introduction

Cotta introduced Fire Chief Mike Hussey of Jackson County District 3, and Ashland Interim Fire Chief Marshall Rasor. The regional study was made possible by Hussey who secured funding for participation to address requests for a regional examination of public safety related to fire service which surfaced during recent budget discussions. Under the study, the City of Ashland will collaborate with Fire Districts 1, 2, 3, and 5, Evans Valley Fire District, and Jacksonville to explore improvements in regional emergency service delivery. The study is in the Request For Proposal (RFP) phase and is seeking a consultant. The work would take place over fall and winter with draft and final reports expected in spring and summer of next year. Concurrently, Ashland will assess its own fire service including the Ambulance Service Area (ASA) and staffing models.

Councilors asked about enhancing fire service efficiency, improving emergency response capabilities, what has changed, and what the future looks like for fire services. Hussey explained that there has not been a comprehensive regional assessment of service delivery and future improvements since he joined the fire service in 1991. He noted that demands for service continue to escalate while the cost of doing business outpaces current revenue. The study originated from the Rogue Valley Fire Rescue Alliance, recognizing that all fire services train to the same standards and share the same mission despite serving different communities. The goal of the regional study is to reduce duplication, build efficiency across organizations, and share resources even when there isn't an active emergency.

Councilors asked how the study would account for Ashland's unique services, what Jackson County government's role would be in the study, and about model communities the study would aspire to emulate. Hussey responded that each jurisdiction would have a dedicated consultant assigned to evaluate specific needs, noting that Ashland is somewhat ahead in having these plans already in place. Examination would include under-protected areas of Jackson County not served by municipal fire departments or districts, acknowledging the vulnerability of unprotected populations and frontier fringe areas. Some states have adopted models where agencies form authorities, though Oregon's

statutes limit what can be done. Study goals include ensuring appropriate adjustment to local needs with financial solvency in mind.

Cotta and Rasor provided examples of current collaboration between Rogue Valley service providers, including automatic and mutual aid agreements, shared testing processes, equipment loans, and personnel sharing. Rasor noted that Jackson and Josephine counties have a model of mutual aid that has been recognized inside and outside of Oregon.

Council discussion included projected increase in wildfire risk due to ongoing climate change and the need to develop a system responsive to future needs. Hussey confirmed the study will consider long-term planning solutions, leaving each organization to decide what recommendations to implement. Hussey explained that Medford chose not to participate but had recently completed their own study. He noted that regionalization is an Oregon trend, with Eugene-Springfield already working as an intergovernmental entity.

b. Dusk to Dawn Lawn Overview and OHRA partnership Review

Cotta introduced the item, explaining that the night lawn was established in May of 2023 to allow for enforcement of the city's camping ordinance. Located adjacent to a city building, it allows for overnight tent camping with a dumpster, hand washing station, and porta potties provided. Dan Cano, Executive Director of OHRA (Opportunities for Housing, Resources, and Assistance), was introduced, to speak about the pilot program that began with Southern Oregon Housing for All (SOHA) helping with a daytime storage locker at the lawn, which transitioned to OHRA for oversight. Recent site improvements at the lawn include a partnership with Boulder Care for telehealth addiction recovery services through enhanced Wi-Fi capability.

Cano explained that OHRA has a campus on Ashland Street with a 50-bed shelter, a walk-in resource center serving both housed and unhoused individuals, and a cooling shelter during the summer, serving an average of 17-20 people on days when temperatures exceeded 95 degrees. After winter storms, OHRA staff who volunteered at the Dusk to Dawn lawn noticed challenges with volunteer consistency and coordination. OHRA initiated a three-month test program to establish a more consistent volunteer presence in the morning and evening, provide training, and increase daytime storage capacity. Cano clarified that OHRA's goals were to increase consistency with helping those coping with mental health issues, rather than management of the lawn site or rule enforcement. Twelve lawn guests have been sheltered by OHRA during the pilot program, demonstrating the benefits of partnering with a professional service provider.

Councilors asked for information about officer hours spent at the lawn and service call types. O'Meara agreed to provide this data later in the week but noted that comparing time spent on lawn calls versus similar calls elsewhere would be more challenging. O'Meara reflected that the increased occupancy at the night law, might be related to changes in Grants Pass policies and/or people being expelled from Medford. Cano cautioned against drawing conclusions by noting many factors could contribute including increased consistency in making the lawn feel safer. Councilors deliberated on the improved storage management at the Dusk to Dawn lawn, highlighting the benefits of having 35

storage bins available for those utilizing the camping site. There was a recognition that this enhanced storage management directly contributes to improving the experience and safety for both the lawn guests and the broader community.

Councilors agreed to extend the meeting by 15 minutes.

Councilors noted the importance of connecting people with services and questioned what happens when the lawn reaches capacity. It was explained that there was no designated overflow space in Ashland, and the discussion turned to regional resources. Legal guidance was requested on how to enforce the camping ordinance before capacity issues arise. Councilors discussed the possibility of installing more permanent infrastructure at the lawn and/or relocating operations to the 2200 Ashland Street property. The discussion highlighted that the 2200 Ashland Street property was originally purchased to serve as a severe weather shelter, camping site, and location for affordable housing development, but Council would need to determine its future use. The importance of partnering with organizations like OHRA, which have the necessary expertise the city lacks, was emphasized.

Councilors agreed to extend the meeting by 15 minutes.

After extensive discussion about future options, staff was directed to come back with answers to three questions prior to the December retreat:

1. Data on police calls at the lawn
2. Clarification of ordinances related to camping bans and state law
3. Assessment of city-owned properties as potential alternative sites

Cano confirmed OHRA's willingness to extend their pilot program and emphasized the importance of including service providers' operational perspective in future planning.

III. Adjournment of Study Session

The meeting was adjourned at 7:21 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, September 16, 2025**

I. EXECUTIVE SESSION 5:00 p.m.

To conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660 (2)(e).

Mayor Graham and Councilors Bloom, DuQuenne, Dahle, Kaplan, Hansen and Sherrell were present. Parks Commissioner Bachman, City Attorney Johan Pietila, Parks and Recreation Directory Rocky Houston, City Manager Sabrina Cotta, and City Recorder Alissa Kolodzinski were present.

6:00 PM Business Meeting

Council Present: Mayor Graham, Councilors Bloom, Dahle, DuQuenne, Hansen, Kaplan, and Sherrell.

Council Absent: None

Staff Present:

Sabrina Cotta	City Manager
Johan Pietila	City Attorney
Alissa Kolodzinski	City Recorder
Tighe O'Meara	Police Chief
Rocky Houston	Parks and Recreation Director

II. CALL TO ORDER

Graham called the meeting to order at 6:03 p.m.

a. Land Acknowledgement**

Kaplan read the land acknowledgement.

III. PLEDGE OF ALLEGIANCE

Dahle led the pledge of allegiance.

IV. ROLL CALL

V. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

- The Public Hearing and First Reading of Ordinance 3272 relating to 1511 Highway 99 - Planning Action #PA-T3-2024-00011 which was postponed from the Aug. 19 meeting is continued to the November 4th, 2025 City Council Business Meeting.
- Graham read the Constitution Day proclamation into the record. (see attached)

VI. APPROVAL OF MINUTES

a. Minutes of the August 18, 2025 – Study Session Meeting

b. Minutes of the August 19, 2025 – Business Meeting

Bloom moved to approval of the minutes. Dahle seconded the motion.

Roll Call Vote: Sherrell, Dahle, Bloom, DuQuenne, Kaplan, and Hansen – YES. Motion passed.

VII. CONSENT AGENDA

a. City Council Fall Retreat

- b. *Public Art Award Selection – Traffic Signal Box project*
- c. *Advisory Committee Member Appointment*
- d. *Liquor License Application Approval*

Graham asked if any Councilor wanted to remove any items from the consent agenda. Item C was pulled to be discussed under Unfinished Business.

Hansen moved to accept the remaining items on the consent agenda. Bloom seconded the motion. Roll Call Vote: Dahle, Bloom, DuQuenne, Kaplan, Sherrell and Hansen – YES. Motion passed.

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM –

Six citizens spoke about their concerns regarding funding for the 2200 Ashland Street building, the reporting of the number of meals at the Senior Center, financial reporting by the Parks Commission, an amendment that was made to the City's budget, logging as included in the CWPP (Community Wildfire Protection Plan), alleged methamphetamine production in the Railroad District, as well as a request for increased traffic controls at several intersections there.

X. PUBLIC HEARING

- a. *Public Hearing and First Reading of Ordinance 3273: An Ordinance Amending the Enhanced Law Enforcement Expulsion Process as Outlined in AMC 10.120*

Cotta introduced the agenda item as a follow-up from the previous study session.

O'Meara presented the proposed ordinance changes, emphasizing:

- It does not remove judicial discretion for expulsion decisions
- It does not expand any geographic areas (currently two ELEAs exist – downtown and Ashland Street business corridor)
- It does not limit anyone's ability to seek vital services, as the ordinance allows variances for grocery shopping, medical services, social services, church attendance, and work

O'Meara explained that the ordinance only changes the mechanism by which expulsions can be applied for and potentially issued by a judge. The current system is conviction-based, while the proposed change would be based on three or more qualifying violations from distinct incidents, two or more non-person crimes, one or more person crimes, felonies, or unauthorized burning.

During questioning from councilors, Chief O'Meara clarified:

- The current conviction-based system can take several weeks to years to process cases, during which time individuals can continue negative behaviors
- There are over 730 pending cases in Municipal Court with significant backlogs
- The proposed changes would allow officers to be more responsive to chronic behavior

Councilors discussed that violations must be from separate incidents on different days, concerns about the exception language limiting movement of expelled individuals through ELEA West to vehicular or public transit, concerns about access to community meals, and how to ensure expulsion orders are revoked if a person is acquitted of the underlying charges.

Public hearing opened

Daniel Green – acknowledged that while the church has used trespass orders against unhoused individuals, they recognize this as a systemic failure to address social problems that cannot be enforced away.

Julie Gillis – stated the changes would disproportionately affect youth, people of color, queer people, and people with disabilities, and urged the Council to vote no.

Rich Rohde – noted that 26-42% of unhoused individuals have mental health issues, and exclusion would worsen their conditions. He advocated for an outreach court like Medford's.

Noah Werthaiser – compared the policy to "leaf blowers" that simply push problems elsewhere instead of solving them. He argued that if this were truly about behavior, behavioral health services would be integral to the process.

Linda Adams – stated the proposal contradicts Ashland's vision of being welcoming and inclusive, pushing the city's most vulnerable neighbors into further marginalization.

Debbie Neiswander – raised concerns about due process, noting that the judicial review process might lead to self-incrimination, and brought up issues regarding civil expulsions from parks.

Eric Navickas – expressed concerns about how the ordinance changes would affect the presumption of innocence.

Nabha Goldfeder – emphasized that the ordinance would push marginalized community members further to the margins, hindering their access to vital services.

Toren McKnight – described the proposal as falling in line with national trends to criminalize homelessness and urged the Council to fund resources and services instead.

Leona Stovall – argued that criminalizing basic survival mechanisms creates cycles of incarceration and poverty that make it impossible for unhoused people to improve their situations.

Joshua Palmer – advocated for redirecting funds from police to emergency warming shelters and social services.

Cate Hartzell – objected to creating a parallel process for nonviolent violations that she believed undermines due process and the presumption of innocence.

Public hearing closed

Following the public hearing, and after extensive discussion and amendments, the following motion was adopted:

Bloom moved to approve Ordinance 3273: An Ordinance Amending the Enhanced Law Enforcement Expulsion Process as Outlined in AMC 10.120; amended to include clarification in section 10.120.020a that the three qualifying violations must be separate incidents on different days, to include in section 10.120.040a1b that attending meals provided by social service providers is a permitted reason for being in an ELEA, to remove the limitation in section 10.120.040a2 that travel through ELEA West must be via public transit or vehicle, to clarify that acquittal of the underlying violation or misdemeanor terminates the previously enacted expulsion, and to remove camping as a qualifying offense that would lead to expulsion; and to move to second reading. Dahle seconded

the motion.

Roll Call Vote: Bloom, Dahle, DuQuenne, and Sherrell – YES. Kaplan, Hansen – NO. Motion passed.

Recess taken 8:13–8:21

After further discussion and clarification, the following motion was adopted:

Bloom moved to direct staff to present quarterly reports on both ELEA's (East and West), including data on the number of cases qualifying for expulsion and actual expulsions, with the opportunity for councilors to request additional data in future reports by e-mail to the City Manager. Sherrell seconded.

Roll Call Vote: Bloom, Dahle, DuQuenne, Kaplan, Sherrell, and Hansen – YES. Motion passed.

The motion called for comprehensive reviews of CAP East and West areas to evaluate ordinance outcomes, covering the number of expulsions and any appeal results. Councilors could request further data, focusing on behavior shifts outside ILEAs per concerns about problem displacement. This data-driven approach emphasizes the regular assessment of the ordinance's effectiveness and potential adjustments, ensuring accountability and transparency while safeguarding due process rights.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Resolution 2025-26 A Resolution Amending Resolution 2025-24 to Add Additional Miscellaneous Fees and Charges

City Manager Cotta explained this resolution included cleanup elements and several fee adjustments:

- Municipal court fees (which were an oversight in the first budget)
- Clarification of the public records request process to align with State law
- Pioneer Hall and Community Center rental fees, which had been returned to the Parks Commission for review with a focus on affordability and lower rates

After short discussion about the process that led to the rental fees and about affordability, the following motion was adopted:

Hansen moved to approve Resolution No. 2025-26 to Add Additional Miscellaneous Fees and Charges. Kaplan seconded the motion.

Roll Call Vote: Kaplan, Sherrell and Hansen – YES. Bloom, DuQuenne – NO. Motion passed.

XII. UNFINISHED BUSINESS

Advisory Committee Member Appointment from the Consent agenda.

Hansen requested that this item be held until the next meeting, as the application materials were not included in the packet, and he was unable to reach the applicant. The Council agreed to revisit the item at the next scheduled meeting.

XIII. NEW BUSINESS

XIV. CITY MANAGER REPORT

Cotta provided several updates:

- Links to interviews about the Alameda fire with Interim Chief Razor and Kelly Burns are available in the City Manager's report
- The city e-newsletter is live and goes out every two weeks
- Councilors and the City Manager hold regular office hours at city hall
- The next Coffee and Conversation will be Tuesday, October 14 at 2:30 PM at North Mountain Park Pavilion
- Wastewater treatment oxidation tanks are being cleaned for the first time since the 1990s
- AFN is working on setting up fiber service at the 45-unit Donald E. Lewis retirement community
- Ashland Fire and Rescue will hold an open house on October 10 from 2-6 PM at Fire Station 2
- OLLI courses on general government operations begin tomorrow, with added tours of facilities
- A spring OLLI course on land use and community development is being prepared
- Construction at the 2200 Ashland Street building is progressing well with roofing work, floor pouring, plumbing installation, and fire sprinkler system installation. The project is expected to be completed by mid-November, with some potential supply chain concerns regarding shower pans and other items.

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

Dahle and DuQuenne reported that the Social Equity and Race Justice Advisory Committee had a productive meeting with artist Micah BlackLight regarding his project ([‘Ancestors Future: Crystallizing Our Call’](#)), and is finalizing a community survey that will be available through the City's website.

DuQuenne reported that the Public Arts Advisory Committee approved artwork for three ODOT utility boxes located at Tolman Creek in Ashland, Walker in Ashland, and Mountain in Siskiyou.

Hansen reported on Parks Commission business, highlighting challenges with the East Main Park project. The project faced budget shortfalls when it was discovered that road frontage from Tolman Creek to Clay Street needed to be fully upgraded to city standards with sidewalks and bike lanes at a cost of \$500,000–750,000. The Parks Department worked with the City Manager to identify TLT funds to cover the additional costs, with groundbreaking expected in spring 2026. Hansen also noted that the Transportation Advisory Committee is reviewing crash and near-miss data and working on transportation system planning.

Graham announced that the October 6 study session is canceled to allow councilors to attend a conversation with Professor John A. Powell at the Bowmer Theater from 6:30–8:30 PM. This event is part of an effort by local leaders, including the Mayor and Councilor DuQuenne, to create a framework for bringing the community together to address significant challenges. Pre-registration is required due to limited seating.

XVI. ADJOURNMENT

Bloom moved to adjourn. Motion was seconded by DuQuenne. All Ayes. Motion passed.

The meeting was adjourned at 8:44 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

DRAFT



Council Business Meeting

Date: October 7, 2025

Agenda Item	Committee Member Appointments
Department	City Recorder
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

1 minute

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Approval of Mayor Graham's recommendation for the appointment of:

Jay Lininger to Position #6 on the Planning Commission with a term ending December 31, 2026

Thor Morris to Position #7 on the Transportation Advisory Committee with a term ending December 31, 2028

Jay Bowen to Position #1 on the Public Arts Advisory Committee with a term ending December 31, 2028

POLICIES, PLANS & GOALS SUPPORTED

Per the Ashland Municipal Code 2.04.090, all regular advisory committees and boards shall be appointed by the Mayor with the consent of the Council.

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the appointment of Jay Lininger, Thor Morris, and Jay Bowen.

REFERENCES & ATTACHMENTS

1. Planning Commission Lininger
2. Transportation Committee Morris
3. Public Arts Committee Bowen

From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for City Committee or Commission
Date: Tuesday, May 27, 2025 2:28:46 AM

[EXTERNAL SENDER]

Appointment Application for City Committee or Commission

Name	Jay Lininger
Committee or Commission You Wish to Serve On	Planning Commission
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	CEO/Principal Consultant, Pyrolysis LLC
Educational Background	see attached resume
Related Experience	see attached resume
Interests	Ashland is my lifelong home, and I have contributed to public interest work for the community in past. Now that I am home to stay, I want to serve the community again. Ashland's geography and sytems are endlessly fascinating to me.
Availability	Yes - evenings.
Additional Information	Born at Ashland Community Hospital in 1975. Gradated from Ashland High School in 1993. Lived 29 of 50 years in Ashland. I offer professional competencies in administrative law, civil procedure, constitutional law, and property law.
Upload Your File	[REDACTED]
Signature	Jay Lininger

Email not displaying correctly? [View it in your browser.](#)

Jay Lininger

EDUCATION

- J.D. [REDACTED] McGeorge School of Law, Sacramento, CA
M.S. [REDACTED] University of Montana, Missoula, MT
B.A. [REDACTED] University of Oregon, Eugene, OR

OCCUPATION

CEO and Principal Consultant

Pyrolysis LLC, Ashland, OR · June 2024—present; July 2017—June 2021

- Administer company assets, contracts, finance, insurance, and tax.
- Adapt scientific protocols to inform ecosystem management plans.
- Research federal land management policies and programs.

EXPERIENCE

Adjunct Professor of Environmental Science and Policy

Southern Oregon University, Ashland · November 2016—June 2017

- Designed undergraduate degree courses and presented complex concepts to diverse learners.
- Courses taught: ESP 399 Environmental Restoration; ESP 399 Forests & Fire; ESP 101 Earth Science.

Senior Scientist

Center for Biological Diversity, Tucson, AZ · August 2008—August 2016

- Adapted scientific protocols to inform ecosystem management plans.
- Collaboratively developed ecological restoration projects on federal public lands.

Executive Director

Cascadia Wildlands, Eugene, OR · March 2007—July 2008

- Staffed board of directors and managed operation of non-profit organization with six employees.
- Introduced five-year strategic plan, increased revenue, and improved accounting procedures.

Lead Forestry Technician (seasonal)

Lomakatsi Restoration Project, Ashland, OR · October 2004—February 2007

- Adapted scientific protocols to inform ecosystem management plans.
- Trained crews to execute monitoring procedures and ensured data quality.

VOLUNTEER WORK

Ashland Citizens' Budget Committee

City of Ashland, OR · November 2004—May 2005

- Collaboratively developed biennial civic budget and allocated social service grants.

Ashland Forest Resiliency Community Alternative Team

City of Ashland, OR · May 2003—October 2004

- Collaboratively developed ecosystem management plan for the Ashland Municipal Watershed.

From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for City Committee or Commission
Date: Thursday, August 21, 2025 6:36:53 PM

[EXTERNAL SENDER]

Appointment Application for City Committee or Commission

Name	Thor Morris
Preferred Pronouns	<i>Field not completed.</i>
Committee or Commission You Wish to Serve On	Transportation Advisory Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Economist
Educational Background	Economics PhD - University of Washington. My dissertation was The Impact of the US Interstate System on Agglomeration. Economics BA - Oregon State University. Also with a minors in Mathematics
Related Experience	I've worked as a transportation economist since 2021 after completing my PhD. I worked at FHWA from 2021-2025 as an economist and started working for ODOT as a Senior Transportation Economist in March, 2025. I have skills in transportation planning and analysis, cost estimation, benefit cost analysis, and working with transportation data. I've worked with a diverse array of people and personality types and am a lifelong learner. As a transportation professional I am always interested in further training in this field!
Interests	I'm interested in learning about and improving Ashland's transportation system--particularly as it relates to sustainability, safety, and efficiency. I have always engaged in civics to the extent I can, and my professional experience and personal interests led me to the TAC!
Availability	I am available to attend special meetings and regularly scheduled meetings, but I work until 5pm Mon-Thur and until 12pm Fridays. I prefer evening meetings Mon-Thur, but day

meetings are good Fri-Sun

Additional Information

My wife and I moved to Ashland in May, 2023. I grew up in Corvallis, went to graduate school in Seattle, and lived in DC from 2021-2023 while working for FHWA.

Upload Your File

Field not completed.

Signature



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From: noreply@civicplus.com
To: [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)
Subject: Online Form Submittal: Appointment Application for City Committee or Commission
Date: Monday, May 19, 2025 1:39:58 PM

[EXTERNAL SENDER]

Appointment Application for City Committee or Commission

Name	Jay Bowen
Committee or Commission You Wish to Serve On	Public Arts Commission
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Owner/Operator - The Columbia Hotel
Educational Background	Masters in Marketing - The London School of Marketing
Related Experience	Board Member of The Ashland Gallery Association The Columbia Hotel is a Member of The Ashland Gallery Association and hosts Monthly Art Shows for First Friday Collaboration with local Mural Artists for The Columbia Hotel rooms with 20 unique murals in the hotel rooms. Supported in the launch and ongoing Mural Fest each year. Studied art and pottery at university. Board Member Currently/Past of the following organizations: - Ashland Gallery Association - Travel Ashland Advisory Committee - Epic Ashland - Portland Advertising Federation - Wy'east Woman Trail Running Group
Interests	Art, music, hospitality, trail running, outdoor rec.
Availability	Most evenings every two weeks. During the days most days.
Additional Information	I have lived in Ashland since December 2023 when I moved here to purchase The Columbia Hotel. I visited Ashland every summer since moving to the USA in 2009.
Upload Your File	The Columbia Hotel Media Press Kit (1).pdf

Signature

Jay Bowen

Email not displaying correctly? [View it in your browser.](#)

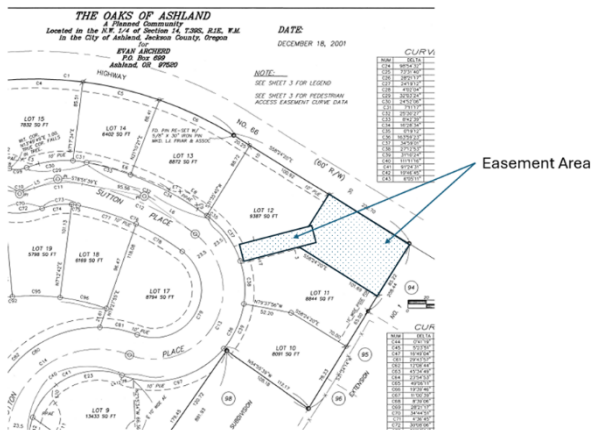


Agenda Item	Oaks of Ashland Quitclaim Deed Approval - Pedestrian Access Easement
Department	Public Works
From	Scott Fleury, Director

Consent.

Action Needed - Motion to approve an action

Before the Council is a request to approve a quitclaim deed that removes a pedestrian easement from the Oaks of Ashland subdivision. The pedestrian easement was dedicated on Partition Plat #17184 and was originally required as part of the City's planning process for development of the subdivision.



4. *Evaluate real property and facility assets to strategically support city mission and goals.*

The City of Ashland was approached by the Homeowners Associations (HOA) for The Oaks of Ashland to discuss removal of the pedestrian access easement that connects Highway 66 to Sutton Place. The HOA was informed of the process to have an easement removed as the easement was a planning requirement issued as part of the development process. The HOA board followed through on the process outlined to them by City staff.

1. Submit a planning application to request removal of the condition of approval of the original development (Completed)
2. Obtain Planning Commission approval via a hearing to remove the pedestrian easement (Complete, reference attachment #1, 2, 3, &4).
3. Develop the quitclaim documentation (Complete, reference attachment #5).
4. If approved, record documents with Jackson County Recorder (To be completed).



Council Business Meeting

FISCAL IMPACTS

The only resource requirements were/are associated with staff time to bring the quitclaim request forward through the Planning Commission and City Council. The HOA was/is responsible for the development of the legal language for the quitclaim and final recording of the document at the County.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve a Quitclaim Deed Eliminating a Public Pedestrian Access Easement for the Oaks of Ashland Subdivision.

REFERENCES & ATTACHMENTS

1. 02_TL_1600_Oaks of Ashland_PA-T1-2024-00254_T2 Staff Report
2. 03_Staff Report Staff Exhibits
3. Sutton_TL1600_PA-T1-2024-00254_FIN_Signed
4. deed QC PAAE The Oaks

**ASHLAND PLANNING DEPARTMENT
STAFF REPORT**

Before the Planning Commission – January 14, 2025

PLANNING ACTION:	PA-T1-2024-00254
PROPERTY OWNERS:	The Oaks of Ashland Homeowners Association (HOA) (Tax Lot #1600) Mukesh & Sheetal Sheoran (554 Sutton Place, Tax Lot #1500) Bruce A. Theisen Trust (562-570 Sutton Place, Tax Lot #1800)
APPLICANTS:	Vincent Haynes, Michael Thornton and Fred Frantz for The Oaks of Ashland Homeowners Association (HOA)
LOCATION:	39 1E 11DD Tax Lots 1500, 1600 & 1800
ZONE DESIGNATION:	R-1-10-P
COMP. PLAN DESIGNATION:	Single-Family Residential
ORDINANCE REFERENCES:	18.2.4 General Regulations for Base Zones 18.2.5 Standards for Residential Zones 18.3.9 Performance Standards Option & PSO Overlay 18.5.1 General Review Procedures 18.5.6 Minor Modifications 18.6.1 Definitions
APPLICATION DATE:	November 22, 2024
APPLICATION COMPLETE:	December 4, 2024
PUBLIC NOTICE:	December 19, 2024
MEETING DATE:	January 14, 2025
120-DAY DEADLINE:	April 3, 2025

PROPOSAL: A request for a major modification of The Oaks of Ashland subdivision approval (PA #2000-127) to amend a condition of approval which required that a Public Pedestrian Access Easement (PPAE) be provided to connect Highway 66 to Sutton Place through the subdivision open space and continuing on between the properties at 554 Sutton Place and 562/570 Sutton Place.

I. Introduction

The subject properties here were created as Lots 11 & 12 and Open Space 2 in The Oaks of Ashland subdivision. The properties are zoned R-1-10, a single-family residential zoning, and are located within the Performance Standards Option (-P) overlay. The subdivision was created using the Performance Standards Option subdivision chapter (AMC 18.3.9) 0.K) as a ‘Type II’ land use action before the Planning Commission, and as such, modification of the original approval requires review and decision by the Planning Commission.

The proposed modification is to amend Condition #17 of the original subdivision approval (PA #2000-127). Condition #17 related to multi-use paths/public pedestrian access easements) and read as follows:

That the final design and construction documents for the public multi-use pathways at the south and northeast corner of the development shall be submitted for review and approval at the time of Final Plan. The multi-use pathways shall have a minimum width six feet and improved with concrete or asphalt. The multi-use pathways shall be installed concurrently with all other subdivision infrastructure improvements. Construction specifications shall be reviewed and approved by the Building Official for consistency with Federal accessibility standards. Multi-use pathways refer to the two public connections. One is through the open space and storm water detention area and one at the very southerly tip that will connect to the existing public pedestrian easement coming from Spring Creek.

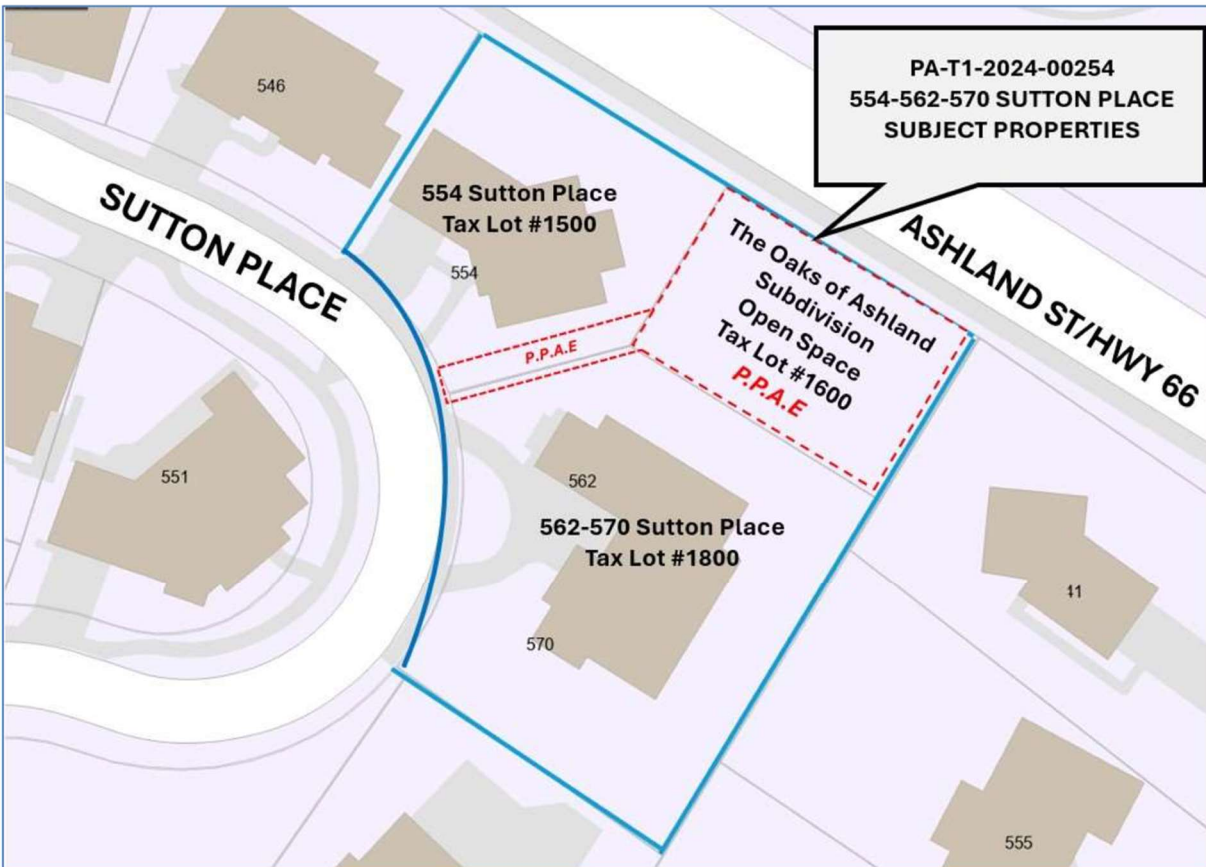
The current request would eliminate the requirement for the multi-use pathway through the open space and storm water detention area at the northeast corner of the development.

Site Description

The subject properties are tax lot numbers 1500 (554 Sutton Place), 1600 (Open Space #2), and 1800 (562 & 570 Sutton Place) of Assessor's Map 39 1E 11DD. The properties were created as Lots 11 and 12 of The Oaks of Ashland Subdivision and Open Space #2. The properties are 0.22 acres, 0.15 acres, and 0.39 acres in size and are zoned Single-Family Residential (R-1-10) and located in the PSO and airport overlays.

Background

The three lots (Tax lot #'s 1500, 1600, and 1800 of Assessor Map 39 1E 11DD) were originally created in 2001 as part of The Oaks of Ashland Subdivision. These three lots have a pedestrian access, public storm drainage, and public sanitary sewer easement across their shared property line. The proposal is to amend the condition requiring the public pedestrian easement so that it may be abandoned by the city.



The Oaks of Ashland Subdivision History

The Oaks of Ashland subdivision received Outline Plan approval as a 24-lot Performance Standards subdivision through Planning Action #2000-127 in December of 2000. The public pedestrian access easement and multi-use pathway were proposed initially by the applicant as an alternative to provide pedestrian connectivity in lieu of fully improving the Highway 66 with sidewalks. In the minutes for the Planning Commission meeting of December 12, 2000, when it was suggested that the Commission wanted sidewalks on the full frontage of Highway 66, the applicant questioned whether the public pathway through the storm drainage area would still be required. In response, Commissioner “*Gardiner said it would be a nice feature, but the required sidewalk will be along Highway 66* (p. 9).” Despite the suggestion that the sidewalk might eliminate the need for the proposed pathway, the ultimate decision at Outline Plan required that the subdivision developer complete sidewalk installation along the full Ashland Street/Highway 66 frontage of the property and also install the two multi-use pathways within public pedestrian access easements. The subdivision’s approval described those two multi-use pathways as follows:

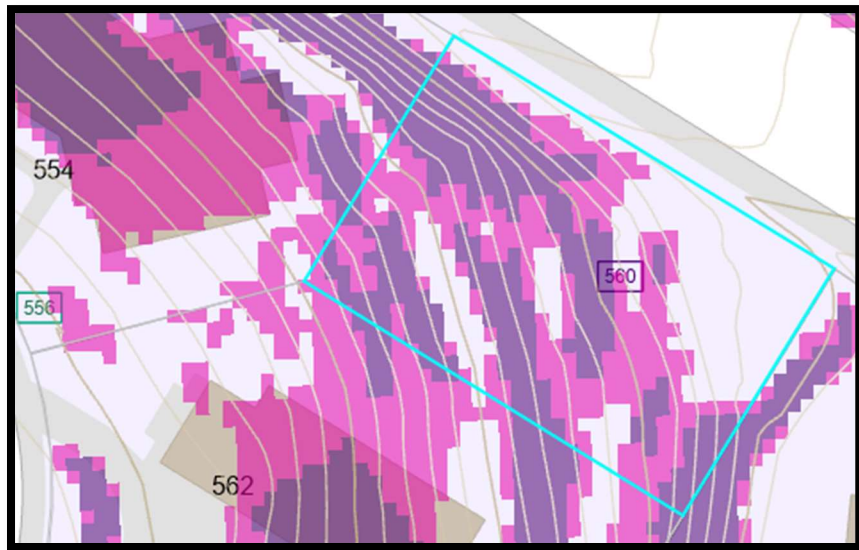
Two public multi-use pathways have been proposed in order to provide a link between the project and adjacent neighborhoods. One pathway is located off the end of the cul-de-sac, extending to southern boundary of the property and intercepting an existing public easement at the southwest corner of the site. The other pathway will meander through an open space area designated between Lots 11 and 12. This pathway will connect the

*intersection of Oak Knoll Drive and Highway 66 to the public sidewalk system constructed alongside the new street. **The applicants have proposed this pathway as an alternative to constructing a public sidewalk along Highway 66.** [emphasis added]*

Despite the applicants' original proposal of the pathway between Lots 11 and 12 as an alternative to constructing sidewalks along Highway 66, the Planning Commission conditioned the approval to have both street improvements along the highway and the two public pedestrian path easements.

Final Plan approval was granted with PA #2001-022. The required Public Pedestrian Access Easements (PPAEs) were provided on the subdivision plat; curbside sidewalks were ultimately installed along the full Highway 66 frontage, and the public multi-use pathways were provided within the PPAs. A copy of the "As Built" drawing for the subdivision is included in the Commission's packet; the

"As Built" shows a path which switches back and forth across the slope to achieve a usable grade (see picture to right for existing grade; the dark purple areas are slopes in excess of 35 percent; the areas in magenta are slopes from 25 to 35 percent). While the original conditions of approval called for the path to be completed in concrete or asphalt and to meet federal accessibility



standards, the file includes a note documenting that the developer and the Staff Advisor subsequently agreed that decomposed granite or gravel were acceptable treatments given the grades involved. [It should be noted that grades for public streets and sidewalks are limited to no more than 15 percent, and the land use ordinance is explicit in AMC 18.4.6.020.C.5.b that no variances to exceed this grade are permitted. The average grade from Sutton Place to Highway 66 through the open space where the public multi-use path was required is approximately 25 percent, with some areas in excess of 30 percent.]

In 2022, two decades after installation of the original storm drain facilities within this common open space lot, drainage issues arose, and new storm drain infrastructure was installed. This installation disrupted some areas of the originally installed path, which do not appear to have been fully restored. While the two public pedestrian access easements are in place and platted, the pathway through this open space was never completed to the full required standard (i.e. paved to federal accessibility standards) and in its current form is of questionable utility (see photos included at the end of this document). In addition to the current request to allow abandonment of the pathway and associated easement between Lots 11 & 12, the Homeowners Association also previously requested to block the southern public pedestrian easement which was intended to provide access to Spring Creek Drive. The envisioned connectivity from the Oaks of Ashland subdivision to Spring Creek Drive, which was the basis for the subdivision original public

pedestrian access easement requirement, necessitated the use of a public pedestrian access easement through the rear yards of 661-671-681 Spring Creek Drive in Phase 3 of the Greensprings Subdivision. While the necessary easement was platted in that 1992 subdivision, pedestrian improvements were never completed within the easement. As such, the pathways through the Oaks of Ashland end abruptly without full connectivity, and the HOA asserts that the result is that transients using the pathways and sidewalks are directed into the Oaks Subdivision without any improved outlet. Staff previously approved the request to block the southern easement with a fence, with the understanding that the fence would be removed by the HOA if and when the pedestrian easement through the adjacent Greensprings Subdivision was ever improved out to Spring Creek Drive. With the current request, the HOA is asking to modify the original Condition #17 so that the easement through Open Space#2 and Lots 11 and 12 can be abandoned and the path removed so that they may develop better plans for privacy and security in the area for the nearby residents.

II. Project Proposal –Modifications to Previously Approved Planning Applications.

Major Modification - Approval Criteria

The request to modify Condition #17 of PA #2000-127 is considered a [Major Modification](#) per AMC 18.5.6.030.A.7, as it involves a “*Change to a condition of approval...that could have a detrimental impact on adjoining properties....*” Major Modification applications are subject to the same approval criteria used for the initial project approval, except that the scope of review is limited to the modification request. The approval criteria for Criteria for Major Modifications include three items which are summarized as follows:

1. *Subject to the same approval criteria of the initial project approval, except that the scope of review is limited to the modification request. For an Outline Plan Subdivision approval under the Performance Standards Options Chapter, the [relevant approval criteria](#) are found in AMC 18.3.9.040.A.3.*
2. *A modification adding or altering a conditional use, or requiring a variance, administrative variance, or exception may be subject to other ordinance requirements.*
3. *The approval authority shall approve, deny, or approve with conditions based on written findings.*

Major modifications are subject to the same review procedure as the original approval, and as such, this item is being brought to the Planning Commission for a hearing and decision.

The first relevant approval criterion is that “*the development meets all applicable ordinance requirements of the city.*” This first approval criterion is all-encompassing allowing the Planning Commission to address all city standards, even outside of Chapter 18 of the AMC. The original subdivision approval utilized the Performance Standards Option Chapter 18.3.9. The applicable criteria from this would be in AMC 18.3.9.040.A.3., specifically subsections b and g which relate to adequate facilities for transportation and street standards. The application materials state that street improvements in and around the subdivision should be able to handle what the PPAE was intended to do, as well as that currently the PPAE is not utilized by residents of the HOA,

suggesting that the existing street improvements are already handling the intended volume of pedestrian traffic. With the application materials fully considered, staff concludes that findings can be made that all applicable ordinance requirements will be met with abandonment of the easement.

The second and third relevant approval criterion are that *“Adequate key city facilities can be provided including water, sewer, paved access to and through the development, electricity, urban storm drainage, police and fire protection, **and adequate transportation**; and that the development will not cause a city facility to operate beyond capacity.” [emphasis added] and that “The development complies with street standards.”* In staff’s assessment, removal of the PPAE will not hinder transportation of vehicles, bicycles, or pedestrians. Due to the severity of the slope of the PPAE, improvements to federal ADA standards were not possible, the PPAE was not developed with concrete as initially required, and the southern connection to Spring Creek Drive was never completed within the adjacent Green Springs Subdivision. Sutton Place is improved with sidewalks out to Ashland Street which provides a route for pedestrians. The street improvements at the time met the standards required for subdivision approval.

The fourth relevant approval criterion is that *“The development of the land will not prevent adjacent land from being developed for the uses shown in the Comprehensive Plan.”* This is the criterion that was cited in the original subdivision findings as the basis for the public pedestrian access easements being required, as they would have provided pedestrian connectivity through to and existing easement to Spring Creek Drive, however the necessary connection within the subdivision to the south has never been completed and the desired connectivity never realized.

In staff’s assessment, removal of the largely unused PPAE does not affect city facilities. The originally intended pedestrian connectivity has never been realized, however the sidewalks on Sutton Place within the Oaks of Ashland subdivision are available to accommodate pedestrian traffic in the event that the southern easement is ultimately connected to Spring Creek Drive, and the sidewalks along Highway 66 provide connectivity from Oak Knoll Drive as such the abandonment of the PPAE will not prevent adjacent land from being developed in a manner consistent with the Comprehensive Plan. Staff conclude that a finding can be made that all relevant approval criteria are satisfied.

Public Comments

Notice was posted on the site initially as a ‘Type I’ land use action at the entrance to the Oaks of Ashland subdivision and at the top of the public pedestrian access easement along Sutton Place, and was mailed to all properties within 200 feet of the subject properties on December 4, 2024. It was subsequently determined that the application should be processed as a ‘Type II’ land use action due to the subdivision’s original approval by the Planning Commission. The application was re-noticed with signs posted and notices mailed on December 19, 2024. Staff has been in communication with one resident of the subdivision not associated with the request, but they have indicated that they did not intend those communications to be made part of the public record. As this staff report is being prepared, no public comments have been submitted into the record.

III. Procedural – Approval Criteria

Major Modification

AMC 18.5.6.030.C Major Modification Approval Criteria. A Major Modification shall be approved only upon the approval authority finding that all of the following criteria are met.

1. Major Modification applications are subject to the same approval criteria used for the initial project approval, except that the scope of review is limited to the modification request. For example, a request to modify a commercial development's parking lot shall require Site Design Review only for the proposed parking lot and any changes to associated access, circulation, etc.
2. A modification adding or altering a conditional use, or requiring a variance, administrative variance, or exception may be subject to other ordinance requirements.
3. The approval authority shall approve, deny, or approve with conditions the application, based on written findings.

Outline Plan

AMC 18.3.9.040.A.3 Approval criteria for Outline Plan. The planning commission shall approve the Outline Plan when it finds all of the following criteria have been met:

- a. The development meets all applicable ordinance requirements of the City.
- b. Adequate key City facilities can be provided including water, sewer, paved access to and through the development, electricity, urban storm drainage, police and fire protection, and adequate transportation; and that the development will not cause a City facility to operate beyond capacity.
- c. The existing and natural features of the land; such as wetlands, floodplain corridors, ponds, large trees, rock outcroppings, etc., have been identified in the plan of the development and significant features have been included in the common open space, common areas, and unbuildable areas.
- d. The development of the land will not prevent adjacent land from being developed for the uses shown in the Comprehensive Plan.
- e. There are adequate provisions for the maintenance of common open space and common areas, if required or provided, and that if developments are done in phases that the early phases have the same or higher ratio of amenities as proposed in the entire project.
- f. The proposed density meets the base and bonus density standards established under this chapter.
- g. The development complies with the street standards.
- h. The proposed development meets the common open space standards established under section [18.4.4.070](#). Common open space requirements may be satisfied by public open space in accordance with section [18.4.4.070](#) if approved by the City of Ashland.

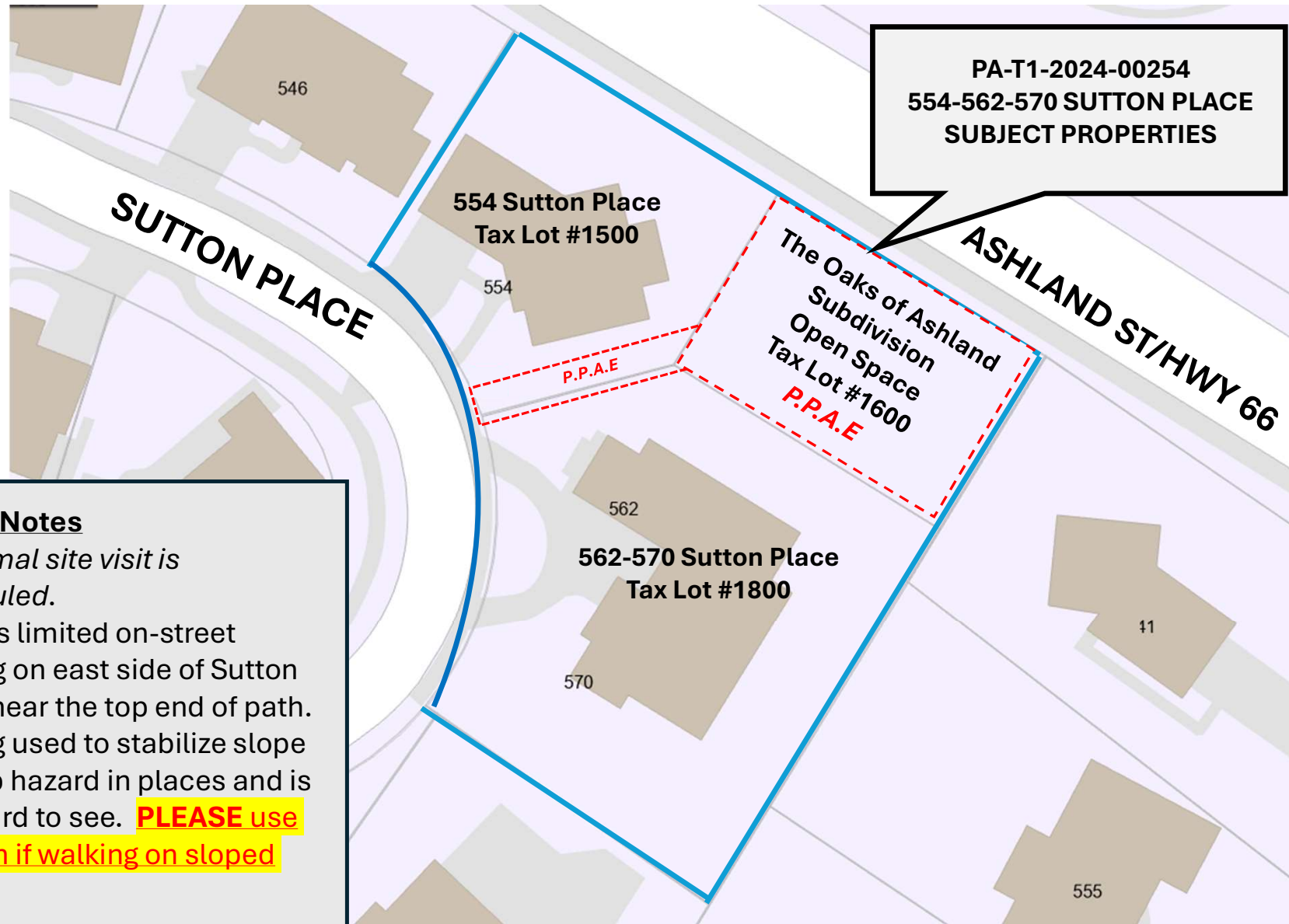
IV. Conclusion and Recommendations

Discussion during the approval process for The Oaks of Ashland Subdivision began with consideration of the multi-use path segments as potential alternatives to the installation of a full sidewalk along Highway 66 but recognized that grades were a concern. While the original path was envisioned to be compliant with federal accessibility standards, the slopes on the ground average around 25 percent and exceed 30 percent in places meaning that public street and sidewalk improvements could not be installed. Ultimately, sidewalks were required along the full highway frontage, and the multi-use paths also required with the intention to provide a separate, continuous pedestrian route from Clover Lane/Highway 66 through the Oaks of Ashland to Spring Creek and Oak Knoll Drives via the public pedestrian access easement that was part of Phase 3 of the Greensprings Subdivision. The easement connection through the Greensprings Subdivision was dedicated in 1992 but has never been approved, and as such the connectivity envisioned with the Oaks' public pedestrian easements has never been realized. Pedestrians using the pathways and sidewalks are directed into The Oaks Subdivision but have no improved outlet.

Sidewalks within the subdivision support pedestrian circulation, and will accommodate pedestrian circulation to Spring Creek Drive if and when the pedestrian easement is completed within the subdivision to the south. However, given that the grades involved through the northeast open space would preclude public street or sidewalk improvements and the full intended connectivity underlying the easement requirement has not been realized in the nearly 25 years since the subdivision was approved, staff believes it would be reasonable to amend Condition #17 to remove the public pedestrian easement requirement through Open Space #2. Staff accordingly recommend that the Planning Commission approve the requested modifications to The Oaks of Ashland Subdivision approval (PA #2000-127).

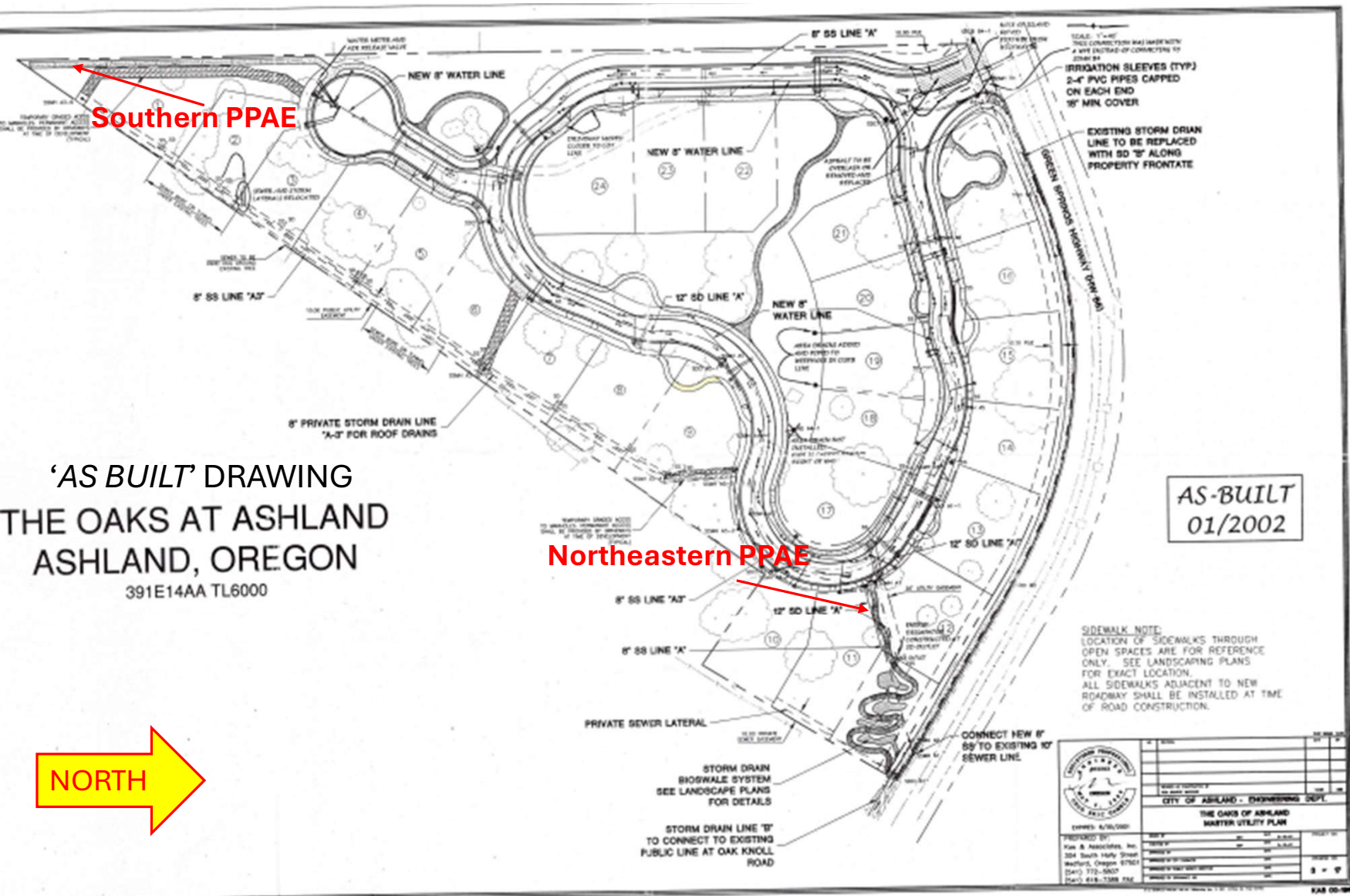
Should the Planning Commission concur and approve the request, staff would recommend that the following conditions of approval be attached:

- 1) That all remaining conditions of approval of Planning Action #2000-127 shall remain in effect.
- 2) That the applicants shall be responsible for completing any required public process for the city to abandon the public pedestrian access easement through Open Space #2 and Subdivision Lots #11 and #12 which will likely require requests to the Public Works Department and City Manager's office to conduct a required public hearing and approve the signature of a quitclaim deed.



Site Visit Notes

- No formal site visit is scheduled.
- There is limited on-street parking on east side of Sutton Place near the top end of path.
- Netting used to stabilize slope is a trip hazard in places and is very hard to see. **PLEASE use caution if walking on sloped areas.**



I HEREBY DECLARE THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.

SURVEY BY:

L.J. FRIAR & ASSOCIATES, P.C.
CONSULTING LAND SURVEYORS
816 WEST EIGHTH STREET
MEDFORD, OREGON 97501
PHONE: (541) 772-2782

THE OAKS OF ASHLAND
A Planned Community
Located in the N.E. 1/4 of Section 14, T.38S, R.1E, W.M.
in the City of Ashland, Jackson County, Oregon
for
EVAN ARCHERD
P.O. Box 690
Ashland, OR 97520

DATE:
DECEMBER 18, 2001

**Northeast PPAE
Subdivision Plat**

CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	LONG CHORD
C24	98°54'32"	34.53	20.00	51872.78' W
C25	73°31'40"	85.34	66.50	56745.58' E
C26	282°11'37"	55.67	112.50	58939.10' W
C27	24°19'12"	47.75	112.50	58738.08' W
C28	402°04'41"	7.92	112.50	N78°11'13" W
C29	32°03'24"	66.02	118.00	58506.59' W
C30	24°52'06"	51.22	118.00	58171.00' W
C31	71°11'17"	14.80	118.00	N82°22'18" W
C32	25°30'27"	145.02	325.75	N66°06'25" W
C33	84°2'59"	49.53	325.75	N74°50'19" W
C34	16°28'54"	93.67	325.75	N61°54'41" W
C35	0°19'12"	1.82	325.75	N53°50'48" W
C36	16°15'23"	281.82	98.50	N28°38'30" E
C37	14°59'01"	60.14	98.50	N35°51'41" W
C38	27°12'53"	46.79	98.50	N44°45'44" W
C39	31°10'24"	51.59	98.50	N24°25'55" E
C40	11°11'16"	144.57	74.50	S55°02'53" W
C41	91°24'15"	118.86	74.50	S64°55'56" W
C42	19°46'45"	25.72	74.50	S92°01'17" W
C43	6°05'11"	49.45	465.50	S24°21'54" W

NOTE:
SEE SHEET 3 FOR LEGEND
SEE SHEET 3 FOR PEDESTRIAN
ACCESS EASEMENT CURVE DATA

Open Space #2 w/PPAE

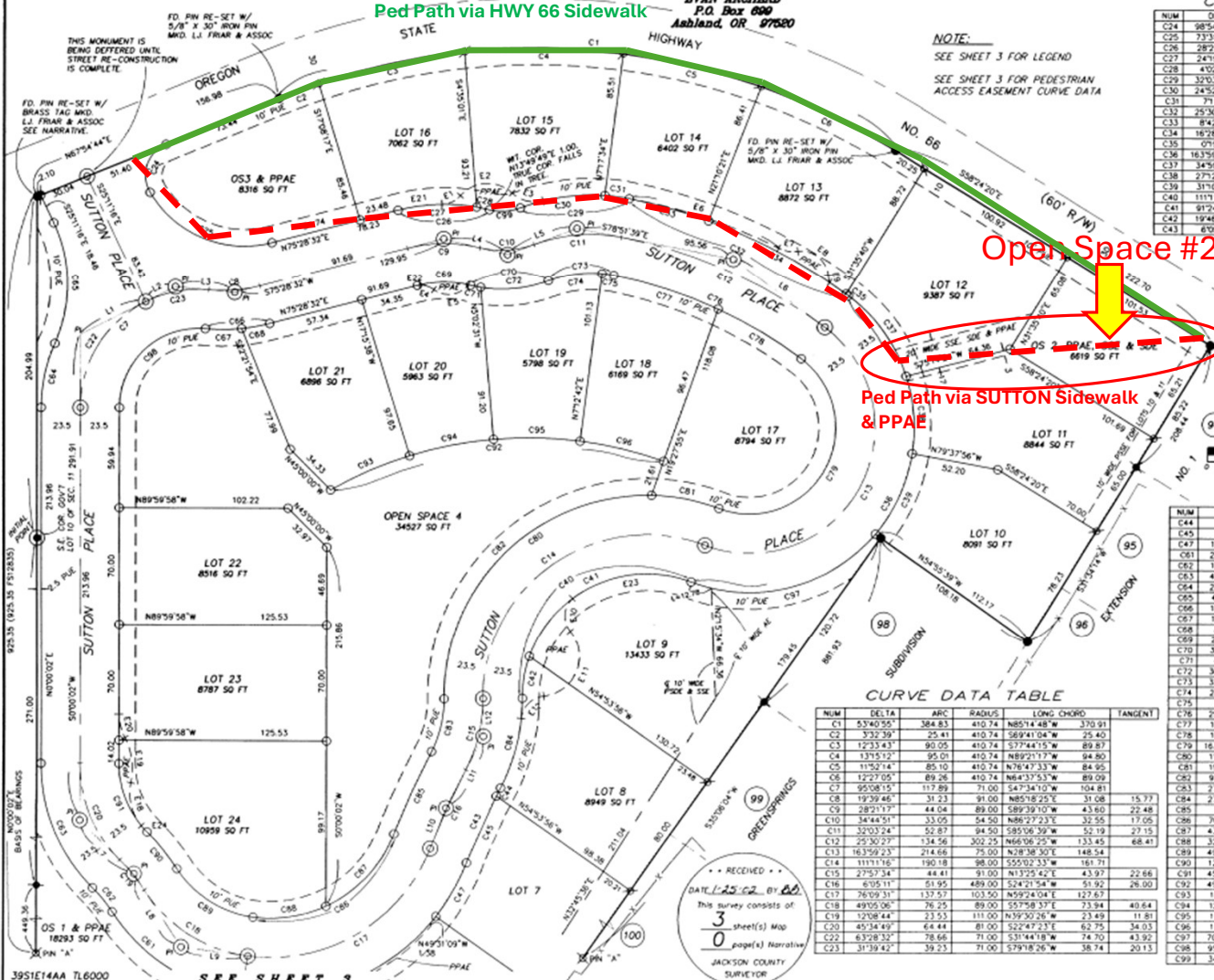
Ped Path via SUTTON Sidewalk
& PPAE

REGISTERED
PROFESSIONAL
LAND SURVEYOR
JAMES E. FRIAR
JULY 17, 1996
JAMES E. FRIAR
2246
RENEWAL DATE 6-30-03

CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	LONG CHORD	TANGENT
C44	0°41'19"	5.60	465.50	S27°03'49" W	5.60
C45	52°33'51"	43.85	465.50	S24°01'14" W	43.84
C46	16°49'04"	37.28	127.00	N29°43'50" E	37.14
C47	29°43'57"	58.58	112.50	S48°18'02" E	57.73
C48	12°08'44"	18.55	87.50	N39°30'26" W	18.51
C49	45°54'49"	63.13	104.50	S22°47'23" E	60.96
C50	23°54'53"	39.44	94.50	S15°57'29" W	39.16
C51	49°06'11"	74.99	87.50	N0°38'10" W	72.71
C52	19°39'46"	39.29	114.50	N85°18'25" E	39.10
C53	11°00'59"	22.00	114.50	N89°37'58" E	21.97
C54	8°39'06"	17.29	114.50	N79°48'05" E	17.27
C55	28°21'17"	52.41	65.50	S89°39'10" W	52.09
C56	34°44'51"	47.30	78.00	N86°27'23" E	46.58
C57	4°56'45"	6.28	78.00	S78°08'34" E	6.18
C58	30°08'06"	41.02	78.00	N84°09'00" E	40.55
C59	32°03'24"	39.72	71.00	S85°06'39" W	39.21
C60	26°18'05"	52.58	71.00	S82°14'00" W	52.51
C61	5°45'18"	7.15	71.00	N81°44'18" W	7.13
C62	25°30'27"	124.10	278.75	N66°06'25" W	123.07
C63	11°34'01"	66.00	278.75	N73°04'58" W	65.85
C64	1°54'26"	58.09	278.75	N45°19'15" W	57.99
C65	16°15'23"	147.40	51.50	N28°38'30" E	150.00
C66	11°11'16"	235.78	121.50	S55°02'53" W	200.49
C67	19°27'42"	41.27	121.50	N79°55'40" W	41.07
C68	91°43'14"	144.51	121.50	S45°18'14" W	114.40
C69	27°57'54"	32.94	87.50	N15°25'42" E	32.61
C70	27°57'54"	55.87	114.50	N15°25'42" E	55.52
C71	54°51'23"	54.51	51.50	S24°21'54" W	54.42
C72	36°09'31"	106.34	80.00	N59°24'04" E	98.68
C73	43°49'30"	61.19	80.00	N43°14'04" E	59.71
C74	32°20'00"	45.15	80.00	N81°18'49" E	44.55
C75	16°52'53"	56.11	80.00	S78°08'34" E	54.81
C76	12°08'44"	28.51	134.50	N39°30'26" W	28.46
C77	45°34'49"	45.74	57.50	S22°47'23" E	44.55
C78	49°00'52"	207.00	241.97	S84°57'29" W	200.75
C79	12°11'19"	51.90	241.97	S66°04'42" W	51.80
C80	12°13'07"	51.60	241.97	S78°05'55" W	51.50
C81	12°15'13"	51.75	241.97	N88°54'55" W	51.65
C82	45°34'49"	52.75	241.97	N76°19'47" W	51.61
C83	70°37'04"	121.40	88.50	N75°19'19" E	113.86
C84	95°08'15"	78.87	47.50	S47°34'10" W	70.12
C85	34°44'51"	18.80	31.00	N85°27'23" E	18.51

SHEET 2 OF 3 99-298W



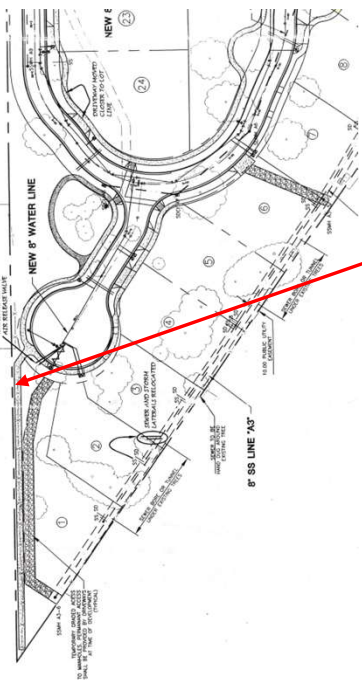
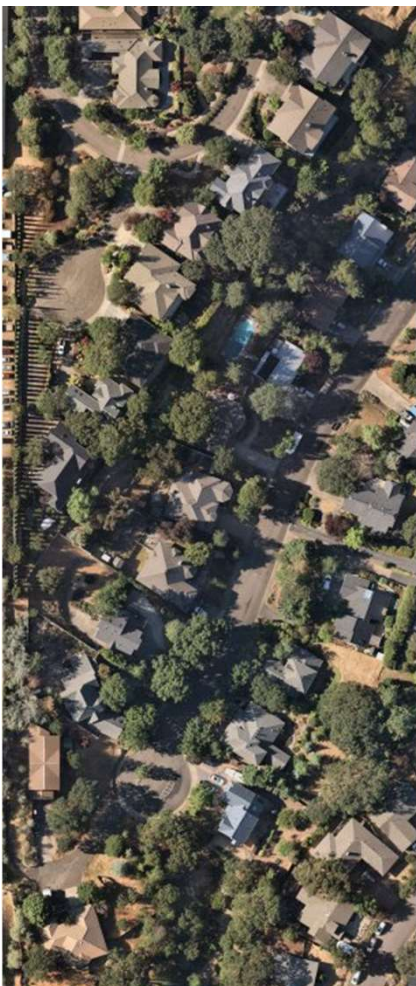
CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	LONG CHORD	TANGENT
C1	53°40'55"	384.83	410.74	N85°14'48" W	370.91
C2	73°39'39"	25.41	410.74	S69°41'04" W	25.40
C3	12°33'43"	90.05	410.74	S77°44'15" W	89.87
C4	13°15'12"	95.01	410.74	N89°21'17" W	94.80
C5	11°50'14"	85.10	410.74	N76°47'33" W	84.95
C6	12°27'05"	89.26	410.74	N64°33'53" W	89.09
C7	95°08'15"	117.89	71.00	S47°34'10" W	104.81
C8	19°39'46"	31.23	91.00	N85°18'25" E	31.08
C9	28°21'17"	44.04	89.00	S89°39'10" W	43.60
C10	34°44'51"	33.05	54.50	N86°27'23" E	32.55
C11	32°03'24"	52.87	94.50	S85°06'39" W	52.19
C12	25°30'27"	134.56	302.25	N66°06'25" W	133.45
C13	16°15'23"	214.66	75.00	N28°38'30" E	148.54
C14	11°11'16"	190.18	98.00	S55°02'53" W	161.71
C15	27°57'54"	44.41	91.00	N15°25'42" E	43.97
C16	6°05'11"	51.95	489.00	S24°21'54" W	51.92
C17	26°18'05"	137.57	103.50	N89°24'04" E	127.67
C18	34°44'51"	76.25	89.00	S57°58'37" E	73.94
C19	12°08'44"	23.55	111.00	N39°30'26" W	23.49
C20	45°34'49"	44.44	87.00	S22°47'23" E	42.75
C21	83°28'32"	78.66	71.00	S31°44'18" W	74.70
C22	31°39'42"	39.23	71.00	S79°18'26" W	38.74

RECEIVED
DATE: 12-25-02 BY: J.E.F.
This survey consists of
3 sheet(s) Map
0 page(s) Narrative
JACKSON COUNTY
SURVEYOR

SEE SHEET 3

39S1E14A TL6000



The Oaks of Ashland Subdivision Plat
Southern Open Space (OS #1)
w/PPAE

Greensprings Subdivision Ph. 3 Plat
15-Foot Pedestrian Easement to Spring Creek Drive
(Unimproved since 1992)





Staff Exhibit S-1. Upper end of path from Sutton Place



Staff Exhibit S-2. Looking from top down to Highway 66.



Staff Exhibit S-3. Midway looking down to Highway 66



Staff Exhibit S-4. Looking up from Highway 66.



Staff Exhibit S-5. View from midway looking upslope.

THE CITY OF ASHLAND
BEFORE THE PLANNING COMMISSION

February 11, 2025

IN THE MATTER OF PLANNING ACTION #PA-T1-2024-00254, A)
REQUEST FOR A MAJOR MODIFICATION OF THE OAKS OF ASHLAND)
SUBDIVISION APPROVAL (PA #2000-127) TO AMEND A CONDITION)
OF APPROVAL #17 WHICH REQUIRED THAT A PUBLIC PEDESTRIAN)
ACCESS EASEMENT (PPAE) BE PROVIDED TO CONNECT HIGHWAY)
66 TO SUTTON PLACE THROUGH THE SUBDIVISION OPEN SPACE)
AND CONTINUING ON BETWEEN THE PROPERTIES AT 554 SUTTON)
PLACE AND 562/570 SUTTON PLACE.)

OWNER:THE OAKS OF ASHLAND HOMEOWNERS' ASSOCIATION)
(HOA) (TAX LOT #1600))
MUKESH & SHEETAL SHEORAN (554 SUTTON PLACE, TAX LOT)
#1500))
BRUCE A. THEISEN TRUST (562-570 SUTTON PLACE, TAX LOT)
#1800))
APPLICANT: VINCENT HAYNES, MICHAEL THORNTON AND FRED)
FRANTZ FOR)
THE OAKS OF ASHLAND HOMEOWNERS ASSOCIATION (HOA))

**FINDINGS,
CONCLUSIONS,
AND ORDERS.**

RECITALS:

- 1) The subject properties are tax lots 1500, 1600 and 1800 of Assessor's Map 39 1E 11DD and are addressed as 554 Sutton Place and 562-570 Sutton Place. The open space under HOA ownership has no address. The properties were created as Lots 11 and 12 and Open Space #2 of The Oaks of Ashland Subdivision approved through Planning Actions #2000-127 and #2001-022 and recorded as County Survey #17184.
- 2) The properties are 0.22 acres, 0.15 acres, and 0.39 acres in size and are zoned Single-Family Residential (R-1-10) and located in the PSO and Airport overlays. The minimum lot size in the R-1-10 zone is 10,000 square feet as set out at Ashland Municipal Code (AMC) 18.2.5.030 which provides the 'Unified Standards for Residential Zones.'
- 3) The properties are steeply sloped at approximately 27 percent average slope down to the Northeast towards Ashland Street/Highway 66.
- 4) The Ashland Street/Highway 66 right-of-way (ROW) is fully improved with curb, gutter, and curbside sidewalks in place along the full frontage of The Oaks of Ashland Subdivision.
- 5) The Ashland Municipal Code (AMC) Chapter 18 is the City's Land Use Ordinance (LUO). Chapter 18.5.3 provides for regulations for land divisions which are "clear and objective."

- 6) The request is for modification to the list of conditions of the original 27-lot subdivision approval, which included twenty-four (24) residential lots and three (3) common open space areas, to amend condition of approval #17 which required a public pedestrian access easement (PPAE) along the shared boundary between Lots 11 and 12 and through Open Space #2 of The Oaks of Ashland subdivision. The proposed amendment is to remove the PPAE requirement.
- 7) The applicant's proposal is detailed in plans which are on file at the Department of Community Development and by their reference are incorporated herein as if set out in full.
- 8) The criteria of approval for Outline Plan are described in **AMC 18.3.9.040.A.3** as follows:
 - a. The development meets all applicable ordinance requirements of the city.
 - b. Adequate key city facilities can be provided including water, sewer, paved access to and through the development, electricity, urban storm drainage, police and fire protection, and adequate transportation; and that the development will not cause a city facility to operate beyond capacity.
 - c. The existing and natural features of the land; such as wetlands, floodplain corridors, ponds, large trees, rock outcroppings, etc., have been identified in the plan of the development and significant features have been included in the common open space, common areas, and unbuildable areas.
 - d. The development of the land will not prevent adjacent land from being developed for the uses shown in the comprehensive plan.
 - e. There are adequate provisions for the maintenance of common open space and common areas, if required or provided, and that if developments are done in phases that the early phases have the same or higher ratio of amenities as proposed in the entire project.
 - f. The proposed density meets the base and bonus density standards established under this chapter.
 - g. The development complies with the street standards.
 - h. The proposed development meets the common open space standards established under section 18.4.4.070. Common open space requirements may be satisfied by public open space in accordance with section 18.4.4.070 if approved by the city of Ashland.
- 9) The criteria for approval for Major Modification are described in **AMC 18.5.6.030.C.** as follows:
 1. Major Modification applications are subject to the same approval criteria used for the initial project approval, except that the scope of review is limited to the modification request. For example, a request to modify a commercial development's parking lot shall require Site Design Review only for the proposed parking lot and any changes to associated access, circulation, etc.
 2. A modification adding or altering a conditional use, or requiring a variance, administrative variance, or exception may be subject to other ordinance requirements.
 3. The approval authority shall approve, deny, or approve with conditions the application, based on written findings. (Ord. 3229 § 13, amended, 12/19/2023)
- 10) The Planning Commission, following proper public notice, held a public hearing on January 14, 2025. Testimony was received, and exhibits were presented. Following the close of the public hearing, the Planning Commission deliberated and approved the application subject to

conditions of approval.

Now, therefore, the Planning Commission of the City of Ashland finds, concludes, and recommends as follows:

SECTION 1. EXHIBITS

For the purposes of reference to these Findings, the attached index of exhibits, data, and testimony will be used.

Staff Exhibits lettered with an "S"

Proponent's Exhibits, lettered with a "P"

Opponent's Exhibits, lettered with an "O"

Hearing Minutes, Notices, and Miscellaneous Exhibits lettered with an "M"

SECTION 2. CONCLUSORY FINDINGS OF FACT

2.1 The Planning Commission notes that chapter 18 of the Ashland Municipal Code (AMC) is the City's Land Use Ordinance (LUO). The LUO regulates the development pattern envisioned by the Comprehensive Plan and encourages efficient use of land resources among other goals. The Planning Commission notes that when considering the decision to approve or deny an application the Planning Commission considers the application materials against the relevant approval criteria in the AMC.

2.2 The Planning Commission finds that it has received all information necessary to render a decision based on the application itself, the January 8th, 2025 Staff Report, the applicant's testimony, the exhibits received and public testimony received at the public hearing.

2.3 The Planning Commission notes that the application was deemed complete and that the notice for the public hearing was both posted at the frontage of the subject property and mailed to all property owners within 200-feet of the subject property on December 19, 2024 (26 days prior to the January 14, 2025 hearing).

2.4 The Planning Commission notes that the subject property was subdivided in 2001 into its present configuration, and discussion during that hearing suggested that the PPAE was not viewed as necessary if full frontage improvements were provided along the subject property's Highway 66 frontage. The Commission finds that while the original subdivision conditions ultimately required the PPAE and called for it to be paved and improved to meet accessibility standards, the average slope within the PPAE is approximately 27 percent which makes paving or meeting accessibility standards difficult or impossible. The Commission further finds that the PPAE as provided is redundant in light of the full frontage improvements, and does not provide any real accessibility benefit versus using the sidewalk.

2.5 The Planning Commission finds that the request to modify Condition #17 of PA #2000-

127 is considered a Major Modification per AMC 18.5.6.030.A.7, as it involves a “*Change to a condition of approval...that could have a detrimental impact on adjoining properties....*” Major Modification applications are subject to the same approval criteria used for the initial project approval, except that the scope of review is limited to the modification request.

2.6 The Planning Commission finds that the proposal to modify the conditions of the approval for the 2001 Oaks of Ashland Subdivision Outline Plan meets all applicable criteria as described in AMC 18.3.9.040.A.3 and AMC 18.5.6.030.C. as detailed below.

2.6.1 The first relevant approval criterion for Outline Plan approval is that: “*The development meets all applicable ordinance requirements of the City.*” The Planning Commission notes that this is an all-encompassing criterion and that it has considered which City Ordinances are applicable. The Planning Commission notes that for the purposes of resolving this criterion we rely on the entirety of the record including the applicant’s submittal, and the Staff Report dated January 8th. The Planning Commission notes that with the findings that are set out below, and the adopted conditions of approval that the proposal will meet all applicable ordinance requirements and finds that this criterion of approval is satisfied.

2.6.2 The second and third relevant approval criterion are that “*Adequate key city facilities can be provided including water, sewer, paved access to and through the development, electricity, urban storm drainage, police and fire protection, and adequate transportation; and that the development will not cause a city facility to operate beyond capacity.*” [emphasis added] and that “*The development complies with street standards.*” The Planning Commission notes that due to the steep slope within the required PPAE, it cannot be paved or meet the originally-intended accessibility standards but that the sidewalk provided along Highway 66 provided the desired accessibility to achieve adequate transportation, making the PPAE largely redundant. The Planning Commission finds that this criterion of approval is satisfied.

2.6.3 The fourth relevant criterion for approval of an Outline Plan is that, “*The development of the land will not prevent adjacent land from being developed for the uses shown in the Comprehensive Plan.*” The Planning Commission finds that the development of The Oaks of Ashland subdivision has not prevented the adjacent lands from being developed as envisioned in the Comprehensive Plan and finds that this criterion of approval is satisfied.

The Planning Commission concludes based on the above that all applicable approval criteria for Outline Plan subdivision approval have been satisfied.

2.7 The Planning Commission notes that following proper public notice, a public hearing was held on January 14th, 2025, where testimony was received, and exhibits were presented. The Planning Commission deliberated, and a motion was made approving the modification to the Outline Plan to allow for removal of a condition of approval. The application was approved subject to the conditions of approval in the Staff Report.

2.8 The Planning Commission notes that the record includes the applicant’s submittal, and the Staff Report dated January 8th. Each of these by their reference are incorporated herein as if set out in full.

2.8.1 The Planning Commission finds that there is substantial evidence in the record to make findings that each of the criteria of **approval** for Major Modification and Outline Plan have been met.

SECTION 3. DECISION

3.1 Based on the record of the Public Hearings on this matter, the Planning Commission concludes that the request for a Major Modification of The Oaks of Ashland subdivision approval (PA #2000-127) to amend condition of approval #17 is supported by evidence contained within the whole record and is **approved** including the conditions of approval below.

The conditions of approval are below:

1. That Condition #17 of PA #2000-127 is amended to remove the public pedestrian access easement requirement through Open Space #2. All remaining conditions of approval of Planning Action #2000-127 shall remain in effect.
2. That the applicants shall be responsible for completing any required public process for the city to abandon the public pedestrian access easement through Open Space #2 and Subdivision Lots #11 and #12 which will likely require requests to the Public Works Department and City Manager's office to conduct a required public hearing and approve the signature of a quitclaim deed.



Planning Commission Approval

February 11, 2025

Date

After recording return to:
Oaks of Ashland Homeowners Assoc Inc
626 Sutton Place
Ashland, Oregon 97520

No change for all tax statements:

Statutory Quitclaim Deed

City of Ashland, a Municipal Corporation, Grantor, releases all rights, title and interest by quitclaim to Oaks of Ashland Homeowners Assoc Inc, and Mukesh Sheoran and Sheetal Sheoran as tenants by the entirety, and Bruce A. Theisen, Trustee of the Bruce A. Theisen Trust U/D/T dated April 14, 2005, and The Oaks of Ashland Homeowners Association, Inc., Grantees, the following described real property:

That the Public Pedestrian Access Easements (PPAE) as Made and Established on "The Oaks of Ashland" plat recorded as Volume 28, Page 3 of the Plat Records of Jackson County, Oregon, located on Lots 11 and 12 and Open Space 2 of said Plat.

The purpose of this document is to terminate said Public Pedestrian Access Easements as approved by the City of Ashland Planning Action No PA-T1-2024-00254.

The true consideration for this conveyance is \$0.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this ____ day of _____, 2025.

City of Ashland, Manager

STATE OF OREGON
County of Jackson:

This instrument was acknowledged before me on _____ by
_____ on behalf of the City of Ashland.

Notary Public for Oregon

My commission expires: _____



Council Business Meeting

Date: October 7, 2025

Agenda Item	Approval of Liquor License for Grocery Outlet
Department	City Recorder
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

1 minute

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

This is a request for approval of a liquor license application for Lawton Family Corporation DBA Grocery Outlet of Ashland located at 1644 Ashland St.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review

BACKGROUND AND ADDITIONAL INFORMATION

The application is for a New License – Retail Off-Premises Sales

The Planning, Police, and Fire departments have reviewed the applications and recommended approval of the liquor licenses. The businesses comply with the City's land use requirements and have a Business License.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the liquor license application for Grocery Outlet.

REFERENCES & ATTACHMENTS

1. OLCC New - Grocery Outlet



Local Government Recommendation – Liquor License

Per OAR 845-005-0304(3): The Commission requires an applicant for issuance of a new license issued under ORS chapter 471, to provide written notice of the application to the local government in the form of a complete, accurate, and legible Commission form.

The local government is as follows:

- (a) If the address of the premises proposed to be licensed is within a city's limits, the local government is the city.
- (b) If the address of the premises proposed to be licensed is not within a city's limits, the local government is the county.

INSTRUCTIONS:

Step 1: Applicant completes all of Section 1 (including top of Page 2).

Step 2: Applicant submits both pages of the form to the appropriate local government. NOTE: The local government may require additional forms and/or fees.

Step 3: Local government completes at least Section 2 and returns all pages of the form, or a copy thereof, to the applicant. The local government is allowed up to 45 days to complete Section 3.

Step 4: Applicant takes the form with at least Sections 1 and 2 completed and includes it with their CAMP application to meet the Local Government Recommendation document requirement. Submissions that do not have at least Sections 1 and 2 completed will not be accepted.

Step 5: The local government issues its final recommendation in Section 3 and returns the completed form to the applicant. If the applicant has already submitted their initial application via CAMP, they hold on to the final recommendation and provide it to their investigator, when requested. If they have not already submitted their application, they upload the fully completed Local Government Recommendation form with their initial application submission.

Applicants within the city of Portland ONLY: After completing the attached form, please follow these steps to complete the Local Government Recommendation process:

- Apply via the [City of Portland website](#).
- Once you have completed the application with the City of Portland, you will receive an email notifying you that your application has been accepted, usually within two business days. The email will contain an attachment titled "ABC Public Notice."
- Upload the ABC Public Notice document with your CAMP application to meet the Local Government Recommendation document requirement.

NOTE: This document only provides proof of submission. Once you receive your final recommendation from the City of Portland, you will need to provide that to your assigned OLCC investigator.



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Lawton Family Corporation

Proposed Trade Name: Grocery Outlet of Ashland

Premises Address: 1644 Ashland St

Unit:

City: Ashland

County: Jackson

Zip: 97520

Application Type: ☒ New License Application ☐ Change of Ownership ☐ Change of Location

License Type: Off-Premises Sales ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Jonathan Lawton

Phone: [REDACTED]

Mailing Address: [REDACTED]

City: [REDACTED]

State: OR

Zip: 97504

Email Address: [REDACTED]

Business Details

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☒ Retail Off-Premises Sales

☐ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☐ Indoor Consumption

☐ Outdoor Consumption

☐ Proposing to Allow Minors

Section 1 continued on next page



Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Lawton Family Corporation

Proposed Trade Name: Grocery Outlet of Ashland

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted
with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: Ashland

Optional Date Received Stamp

Date Application Received: 09.26.2025

Received by: Kerrick Gooden

Section 3 – Recommendation - To be completed by Local Government:

- ☐ **Recommend this license be granted**
- ☐ **Recommend this license be denied** (Please include documentation that meets [OAR 845-005-0308](#))
- ☐ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



Council Business Meeting

Date: October 7, 2025

Agenda Item	Finance Update - Fourth Quarter FY25 Preliminary Results (April-June 2025)
Department	Finance
From	Bryn Morrison, Deputy Finance Director

TIME ESTIMATE

15 Minutes

CATEGORY

Informational - this is to inform the body on a particular topic. No motion or direction needed.

SUMMARY

On a quarterly basis, the Finance Department presents the current quarter-end financial statements and provides a review of significant items. At year-end however, the City has not yet closed its books, which is typical while the annual audit process is underway. Finance will provide a preliminary summary of 4th quarter financial results and other departmental updates.

POLICIES, PLANS & GOALS SUPPORTED

Administrative/Governance Goal:

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

BACKGROUND AND ADDITIONAL INFORMATION

The period ending June 30, 2025 is the end of the fiscal year and the end of the second year of the budget term. The period is still open due to the annual audit and is typically reported and published when the audit and the Annual Comprehensive Financial Report (ACFR) is complete, generally in the beginning of December. An Abbreviated Financial Statements Summary is provided, which includes the Summary of Fund Balances, the City-Wide Statement of Revenue and Expenditure, the Revenue Summary, the Schedule of Budgetary Compliance, and the Summary of Cash and Investments all in preliminary form as of the date of this communication. These reflect that the City is tracking as expected and expenditures are within budget. Again, please note that Accounting will not close the fiscal period ending June 30, 2025 for another several weeks, so the numbers are subject to change, however the bulk of the known activity for the year has been accounted for.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

N/A

REFERENCES & ATTACHMENTS

1. Fourth Quarter Preliminary Report FY25

City of Ashland
Summary of Fund Balances
Preliminary as of June 30, 2025

Fund	Balance June 30, 2025	Balance June 30, 2024	Change From FY 2024	2024-2025 Requirements	Over(Under) Requirements
General Fund	\$ 15,372,017	\$ 17,057,725	\$ (1,685,708)	5,879,923	261%
Parks General Fund	-	631,966	(631,966)	No Policy	N/A
Tourism Fund	922,621	982,117	(59,496)	No Policy	N/A
Housing Fund	127,476	252,642	(125,166)	No Policy	N/A
Community Block Grant Fund	36,617	36,617	0	No Policy	N/A
Reserve Fund	1,980,546	1,887,552	92,994	No Policy	N/A
Street Fund	3,294,477	4,435,632	(1,141,155)	615,929	535%
SDC Street Fund	3,788,178	2,170,196	1,617,982	No Policy	N/A
Airport Fund	431,093	337,485	93,608	9,278	4646%
Capital Improvements Fund	372,740	977,544	(604,804)	No Policy	N/A
Parks Capital Improvements Fund	3,339,320	3,571,250	(231,930)	No Policy	N/A
SDC Parks Fund	479,909	417,402	62,507	No Policy	N/A
Debt Service Fund	1,101,412	1,050,299	51,113	No Policy	N/A
Water Fund	18,791,694	17,615,845	1,175,848	2,232,241	842%
SDC Water Fund	976,558	966,355	10,203	No Policy	N/A
Wastewater Fund	7,572,951	6,606,474	966,477	2,146,112	353%
SDC Wastewater Fund	2,726,658	2,372,090	354,568	No Policy	N/A
Storm Drain Fund	2,136,737	2,094,891	41,846	205,707	1039%
SDC Storm Drain Fund	55,106	30,321	24,785	No Policy	N/A
Electric Fund	7,621,815	9,437,523	(1,815,708)	4,321,845	176%
Telecommunications Fund	2,848,372	3,153,230	(304,858)	576,064	494%
Insurance Services Fund	2,610,622	2,103,059	507,563	701,155	372%
Health Benefits Fund	0	2,225,545	(2,225,545)	No Policy	N/A
Equipment Fund	7,589,751	7,258,321	331,430	3,065,381	248%
Parks Equipment Fund	-	473,608	(473,608)	No Policy	N/A
Cemetery Trust Fund	995,101	970,773	24,328	No Policy	N/A
	<u>\$ 85,171,769</u>	<u>\$ 89,116,462</u>	<u>\$ (3,944,693)</u>		
Total Fund Balances	<u>\$ 85,171,769</u>	<u>\$ 89,116,462</u>	<u>\$ (3,944,693)</u>		
<u>Restricted and Committed Funds</u>					
Restricted	\$ 17,160,976	\$ 21,520,266	\$ (4,359,290)		
Committed	24,949,972	16,573,339	8,376,633		
Unassigned	<u>43,060,821</u>	<u>51,022,857</u>	<u>(7,962,036)</u>		
Total Fund Balances	<u>\$ 85,171,769</u>	<u>\$ 89,116,462</u>	<u>\$ (3,944,693)</u>		

City of Ashland
Statement of Revenues and Expenditures - City Wide
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025		Percent		Fiscal Year 2024	Fiscal Year 2024	Percent
	Year-To-Date	2nd Year of	Collected /	Year-over-Year	Year-To-Date	End -of-Year	Collected /
	Actuals	Biennial Budget	Expended	Change	Actuals	Actuals	Expended
	Current Fiscal Year				Prior Fiscal Year		
City-Wide Revenues							
Taxes	\$ 28,517,601	\$ 30,439,718	93.7%	100.7%	\$ 28,317,481	\$ 28,317,481	100.0%
Licenses and Permits	1,101,054	934,315	117.8%	69.2%	1,591,398	1,591,398	100.0%
Intergovernmental Revenues	4,115,134	15,848,567	26.0%	47.7%	8,627,338	8,627,338	100.0%
Charges for Services - Rate & Internal	54,783,107	63,078,103	86.8%	99.2%	55,225,266	55,225,266	100.0%
Charges for Services - Misc. Service fees	564,371	364,102	155.0%	67.9%	830,898	830,898	100.0%
System Development Charges	721,709	160,361	450.1%	76.0%	949,639	949,639	100.0%
Fines and Forfeitures	182,961	47,636	384.1%	60.7%	301,364	301,364	100.0%
Assessment Payments	4,915	5,057	97.2%	521.2%	943	943	100.0%
Interest on Investments	3,887,247	(1,542,192)	-252.1%	96.4%	4,034,193	4,034,193	100.0%
Miscellaneous Revenues	381,971	287,879	132.7%	23.8%	1,602,771	1,602,773	100.0%
Total Revenues	94,260,069	109,623,545	86.0%	92.9%	101,481,291	101,481,293	100.0%
Budgetary Resources:							
Other Financing Sources	1,042,229	95,105,325	1.1%	-17.8%	5,871,410	5,871,410	100.0%
Transfers In	5,382,660	5,585,092	96.4%	72.6%	7,412,962	7,412,962	100.0%
Total Budgetary Resources	6,424,890	100,690,417	6.4%	48.4%	13,284,371	13,284,372	100.0%
Total Resources	100,684,959	210,313,962	47.9%	87.7%	114,765,662	114,765,665	100.0%
City-Wide Expenditures							
Personnel Services	40,248,933	49,321,383	81.6%	108.3%	37,168,306	37,168,306	100.0%
Materials and Services	44,990,336	59,033,399	76.2%	105.1%	42,812,289	42,812,289	100.0%
Debt Service	2,958,133	8,755,149	33.8%	116.4%	2,540,797	2,540,797	100.0%
Total Operating Expenditures	88,197,401	117,109,931	75.3%	106.9%	82,521,392	82,521,391	100.0%
Capital Construction							
Capital Outlay	11,049,592	113,622,762	9.7%	59.5%	18,565,135	18,565,135	100.0%
Transfers Out	5,382,660	5,585,092	96.4%	72.6%	7,412,962	7,412,962	100.0%
Contingencies (Original Budget \$5,481,763)	-	4,559,763	0.0%	N/A	-	-	N/A
Total Budgetary Requirements	5,382,660	10,144,855	53.1%	72.6%	7,412,962	7,412,962	100.0%
Total Requirements	104,629,653	240,877,549	43.4%	96.4%	108,499,489	108,499,488	100.0%
Excess (Deficiency) of Resources over Requirements	(3,944,695)	(30,563,586)	87.1%	-63.0%	6,266,173	6,266,177	100.0%
Working Capital Carryover	89,116,462	75,117,268	118.6%	107.6%	82,850,293	82,850,293	100.0%
Unappropriated Ending Fund Balance	\$ 85,171,770	\$ 44,553,682	191.2%	95.6%	\$ 89,116,462	\$ 89,116,462	100.0%

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Current Fiscal Year				Prior Fiscal Year		
	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
110 General Fund Revenues							
Taxes	\$ 24,424,056	\$ 25,833,814	94.5%	101.3%	\$ 24,106,609	\$ 24,106,609	100.0%
Licenses and Permits	1,101,054	934,315	117.8%	69.2%	1,591,398	1,591,398	100.0%
Intergovernmental	1,204,430	3,409,460	35.3%	69.0%	1,744,883	1,744,883	100.0%
Charges for Services	11,121,520	15,685,828	70.9%	105.0%	10,586,886	10,586,886	100.0%
Fines	182,961	47,636	384.1%	60.7%	301,364	301,364	100.0%
Interest on Investments	850,261	(59,506)	-1428.9%	73.3%	1,159,506	1,159,506	100.0%
Miscellaneous	169,950	188,433	90.2%	20.4%	831,217	831,217	100.0%
Transfer In (Health Benefits Fund)	2,225,545	2,225,545	100.0%	N/A	-	-	N/A
Transfer In (Parks Equipment Fund)	473,608	473,608	100.0%	N/A	-	-	N/A
Transfer In (Parks General Fund)	631,966	631,966	100.0%	N/A	-	-	N/A
Transfer In (Parks CIP)	422,545	422,545	100.0%	100.0%	422,545	422,545	100.0%
Transfer In (Water Fund)	50,000	50,000	100.0%	100.0%	50,000	50,000	100.0%
Transfer In (Cemetery)	47,111	249,543	18.9%	97.0%	48,551	48,551	100.0%
Total Revenues and Other Sources	42,905,006	50,093,187	85.7%	105.0%	40,842,959	40,842,959	100.0%
110 General Fund Expenditures							
Administration Department	3,477,326	4,441,498	78.3%	93.4%	3,724,108	3,724,108	100.0%
Administration - Municipal Court	559,658	597,816	93.6%	113.7%	492,122	492,122	100.0%
Administration - Health Benefits Fund	-	-	N/A	N/A	-	-	N/A
Information Technology Department	1,612,123	2,637,523	61.1%	86.2%	1,870,595	1,870,595	100.0%
Finance Department	3,263,434	3,622,517	90.1%	110.7%	2,947,691	2,947,691	100.0%
City Recorder	268,303	378,160	70.9%	136.9%	195,982	195,982	100.0%
Police Department	8,844,074	10,416,386	84.9%	108.5%	8,152,677	8,152,677	100.0%
Fire and Rescue Department	12,167,031	17,715,616	68.7%	92.9%	13,091,298	13,091,298	100.0%
Public Works Department	3,108,118	5,043,113	61.6%	95.4%	3,256,545	3,256,545	100.0%
Community Development	2,131,635	2,835,341	75.2%	103.7%	2,055,921	2,055,921	100.0%
Parks Department	7,812,768	8,481,131	92.1%	128.8%	6,066,835	6,066,835	100.0%
Transfer Out (Housing Fund)	100,000	100,000	100.0%	N/A	100,000	100,000	100.0%
Transfer Out (Capital Improvements)	1,064,446	1,064,446	100.0%	N/A	100,000	100,000	100.0%
Transfer Out (Debt Service Fund)	181,297	181,297	100.0%	164.8%	110,000	110,000	100.0%
Transfer Out (Cemetery Fund)	500	500	100.0%	100.0%	500	500	100.0%
Contingency	-	1,357,998	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	44,590,713	58,873,342	75.7%	105.8%	42,164,274	42,164,274	100.0%

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(1,685,708)	(8,780,155)	80.8%	127.6%	(1,321,315)	(1,321,315)	100.0%
Beginning Fund Balance	<u>17,057,725</u>	19,559,426	87.2%	92.8%	<u>18,379,040</u>	<u>18,379,040</u>	100.0%
Ending Fund Balance	<u>\$ 15,372,017</u>	<u>\$ 10,779,271</u>	142.6%	90.1%	<u>\$ 17,057,725</u>	<u>\$ 17,057,725</u>	100.0%

Reconciliation of Fund Balance:

Restricted and Committed Funds	<u>1,855,029</u>
Unassigned Fund Balance	<u>\$ 13,516,988</u>

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
211 Parks General Fund							
Taxes	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Interest	-	-	N/A	N/A	-	-	N/A
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (General Fund)	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	-	-	N/A	N/A	-	-	N/A
Personnel Services	-	-	N/A	N/A	-	-	N/A
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	-	-	N/A	N/A	-	-	N/A
Transfer Out (General Fund)	631,966	631,966	100.0%	N/A	-	-	N/A
Contingency	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	631,966	631,966	N/A	N/A	-	-	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(631,966)	(631,966)	0.0%	N/A	-	-	N/A
Beginning Fund Balance	631,966	-	0.0%	N/A	631,966	631,966	N/A
Ending Fund Balance	\$ -	\$ (631,966)	0.0%	N/A	\$ 631,966	\$ 631,966	N/A
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	\$ -						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
230 Tourism Fund							
Taxes	\$ 922,661	\$ 1,107,930	83.3%	108.1%	\$ 853,267	\$ 853,267	100.0%
Interest	42,129	(24,827)	-169.7%	86.3%	48,827	48,827	100.0%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (General Fund)	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	964,790	1,083,103	89.1%	107.0%	902,094	902,094	100.0%
Personnel Services	86,120	116,945	73.6%	109.4%	78,730	78,730	100.0%
Materials and Services	938,166	1,439,347	65.2%	112.6%	833,329	833,329	100.0%
Contingency		74,050	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	1,024,286	1,630,342	62.8%	112.3%	912,059	912,059	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(59,496)	(547,239)	89.1%	597.0%	(9,965)	(9,965)	100.0%
Beginning Fund Balance	982,117	1,015,037	96.8%	99.0%	992,082	992,082	100.0%
Ending Fund Balance	\$ 922,621	\$ 467,798	197.2%	93.9%	\$ 982,117	\$ 982,117	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	922,621						
Unassigned Fund Balance	\$ -						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
240 Housing Fund							
Taxes	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Intergovernmental	-	-	N/A	N/A	-	-	N/A
Interest on Investments	12,894	(10,519)	-122.6%	103.0%	12,519	12,519	100.0%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (General Fund)	100,000	100,000	100.0%	100.0%	100,000	100,000	100.0%
Total Revenues and Other Sources	112,894	89,481	126.2%	100.3%	112,519	112,519	100.0%
Personnel Services	-	-	N/A	N/A	-	-	100.0%
Materials and Services	238,060	323,798	73.5%	238.1%	100,000	100,000	100.0%
Capital Outlay	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	238,060	323,798	73.5%	238.1%	100,000	100,000	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(125,166)	(234,317)	46.6%	-999.8%	12,519	12,519	100.0%
Beginning Fund Balance	252,642	221,798	113.9%	105.2%	240,123	240,123	100.0%
Ending Fund Balance	\$ 127,476	\$ (12,519)	1118.3%	50.5%	\$ 252,642	\$ 252,642	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	127,476						
Unassigned Fund Balance	\$ -						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
250 Community Development Block Fund							
Intergovernmental	\$ 191,762	\$ 313,399	61.2%	292.5%	\$ 65,563	\$ 65,563	100.0%
Total Revenues and Other Sources	191,762	313,399	61.2%	292.5%	65,563	65,563	100.0%
Personnel Services	32,527	33,740	96.4%	90.6%	35,915	35,915	100.0%
Materials and Services	159,235	316,279	50.3%	537.1%	29,648	29,648	100.0%
Total Expenditures and Other Uses	191,762	350,019	54.8%	292.5%	65,563	65,563	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	0	(36,620)	100.0%	N/A	-	-	N/A
Beginning Fund Balance	36,617	36,619	100.0%	100.0%	36,617	36,617	100.0%
Ending Fund Balance	\$ 36,617	\$ (1)	3661801.0%	100.0%	\$ 36,617	\$ 36,617	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	36,617						
Unassigned Fund Balance	\$ -						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
255 Reserve Fund							
Interest on Investments	\$ 92,994	\$ (43,340)	-214.6%	99.6%	\$ 93,340	\$ 93,340	100.0%
Total Revenues and Other Sources	92,994	(43,340)	-214.6%	-214.6%	93,340	93,340	100.0%
Interfund Loan (Health Benefits Fund)	-	-	N/A	N/A	-	-	N/A
Operating Transfer out	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	-	-	N/A	N/A	-	-	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	92,994	(43,340)	314.6%	99.6%	93,340	93,340	100.0%
Beginning Fund Balance	1,887,552	1,784,761	105.8%	105.2%	1,794,212	1,794,212	100.0%
Ending Fund Balance	<u>\$ 1,980,546</u>	<u>\$ 1,741,421</u>	113.7%	104.9%	<u>\$ 1,887,552</u>	<u>\$ 1,887,552</u>	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	1,980,546						
Unassigned Fund Balance	<u>\$ 0</u>						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
260 Street Fund							
Taxes	\$ 2,216,306	\$ 2,447,596	90.6%	94.6%	\$ 2,343,614	\$ 2,343,614	100.0%
Intergovernmental	1,744,738	1,613,380	108.1%	103.1%	1,692,621	1,692,621	100.0%
Charges for Services - Rates	1,584,730	1,678,169	94.4%	93.5%	1,694,331	1,694,331	100.0%
Charges for Services - Misc. Service Fees	-	30,000	0.0%	N/A	-	-	N/A
System Development Charges	-	-	N/A	N/A	-	-	N/A
Assessments	4,915	5,057	97.2%	521.2%	943	943	100.0%
Interest on Investments	165,230	94,927	174.1%	253.9%	65,073	65,073	100.0%
Miscellaneous	2,801	(187)	-1495.6%	1495.6%	187	187	100.1%
Other Financing Sources	(857,379)	10,513,896	-8.2%	-21.3%	4,028,789	4,028,789	100.0%
Total Revenues and Other Sources	4,861,341	16,382,837	29.7%	49.5%	9,825,558	9,825,557	100.0%
Public Works - Ground Maintenance	214,089	303,970	70.4%	87.4%	245,030	245,030	100.0%
Public Works - Street Operations	5,707,140	13,188,931	43.3%	82.9%	6,885,483	6,963,245	98.9%
Public Works - Street Operations Debt	81,266	4,890,777	1.7%	N/A	77,762	-	N/A
Public Works - Transportation SDC's	-	-	N/A	N/A	-	-	N/A
Transfer Out (SDC Street Fund)	-	-	N/A	N/A	2,978,031	2,978,031	100.0%
Contingency	-	276,982	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	6,002,495	18,660,660	32.2%	58.9%	10,186,306	10,186,306	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(1,141,154)	(2,277,822)	49.9%	316.3%	(360,749)	(360,749)	100.0%
Beginning Fund Balance	4,435,632	1,701,979	260.6%	92.5%	4,796,381	4,796,381	100.0%
Ending Fund Balance	\$ 3,294,477	\$ (575,843)	672.1%	74.3%	\$ 4,435,632	\$ 4,435,632	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	3,294,477						
Unassigned Fund Balance	\$ 0						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
263 SDC Street Fund							
System Development Charges	\$ 214,998	\$ (24,118)	-891.5%	66.3%	\$ 324,118	\$ 324,118	100.0%
Interest on Investments	125,608	(146,587)	-85.7%	85.7%	146,587	146,587	100.0%
Transfer In (Street Fund)	-	-	N/A	N/A	2,978,031	2,978,031	100.0%
Other Financing Sources	1,393,806	3,104,875	44.9%	N/A	-	-	N/A
Total Revenues and Other Sources	1,734,413	2,934,170	59.1%	50.3%	3,448,736	3,448,736	100.0%
Materials and Services	-	48,835	0.0%	0.0%	1,165	1,165	100.0%
Capital Outlay	116,431	1,827,500	6.4%	9.1%	1,277,375	1,277,375	100.0%
Contingency	-	94,647	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	116,431	1,970,982	5.9%	9.1%	1,278,540	1,278,540	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	1,617,982	963,189	168.0%	74.6%	2,170,196	2,170,196	100.0%
Beginning Fund Balance	2,170,196	3,002,755	72.3%	N/A	-	-	N/A
Ending Fund Balance	\$ 3,788,178	\$ 3,965,944	95.5%	174.6%	\$ 2,170,196	\$ 2,170,196	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	3,788,178						
Unassigned Fund Balance	\$ -						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
280 Airport Fund							
Intergovernmental	\$ (4,035)	\$ 2,069,549	-0.2%	-0.2%	\$ 2,627,951	\$ 2,627,951	100.0%
Charges for Services - Rates	191,287	158,762	120.5%	102.7%	186,238	186,238	100.0%
Interest on Investments	17,903	1,190	1503.8%	372.2%	4,810	4,810	100.0%
Miscellaneous	2,000	(2,000)	-100.0%	100.0%	2,000	2,000	100.0%
Total Revenues and Other Sources	207,155	2,227,501	9.3%	7.3%	2,820,999	2,820,999	100.0%
Materials and Services	73,572	110,983	66.3%	92.1%	79,867	79,867	100.0%
Capital Outlay	39,975	2,112,357	1.9%	1.4%	2,802,643	2,802,643	100.0%
Contingency	-	5,726	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	113,547	2,229,066	5.1%	3.9%	2,882,510	2,882,510	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	93,608	(1,565)	6081.6%	-152.2%	(61,511)	(61,511)	100.0%
Beginning Fund Balance	337,485	86,831	388.7%	84.6%	398,996	398,996	100.0%
Ending Fund Balance	\$ 431,093	\$ 85,266	505.6%	127.7%	\$ 337,485	\$ 337,485	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	431,093						
Unassigned Fund Balance	\$ (0)						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
410 Capital Improvements Fund							
Intergovernmental	\$ -	\$ 899,900	N/A	0.0%	\$ 1,158,200	\$ 1,158,200	100.0%
Charges for Services - Misc. Service fees	(159,264)	(159,264)	N/A	-100.0%	159,264	159,264	100.0%
System Development Charges - Parks	-	-	N/A	N/A	-	-	N/A
Interest on Investments	37,072	(37,194)	-99.7%	64.8%	57,194	57,194	100.0%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Other Financing Sources	-	(600,000)	0.0%	0.0%	600,000	600,000	100.0%
Transfer In (General Fund)	1,064,446	1,064,446	100.0%	1064.4%	100,000	100,000	100.0%
Total Revenues and Other Sources	942,254	1,167,888	80.7%	45.4%	2,074,658	2,074,658	100.0%
Public Works - Capital Outlay	1,547,059	1,980,080	78.1%	73.8%	2,095,540	2,095,540	100.0%
Finance - Open Space (Parks)	-	-	N/A	N/A	-	-	N/A
Transfer Out (Debt Service Fund)	-	-	N/A	N/A	-	-	N/A
Transfer Out (SDC Parks Fund)	-	-	N/A	N/A	320,568	320,568	100.0%
Contingency	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	1,547,059	1,980,080	78.1%	64.0%	2,416,108	2,416,108	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(604,804)	(812,192)	25.5%	177.1%	(341,450)	(341,450)	100.0%
Beginning Fund Balance	977,544	1,035,362	94.4%	74.1%	1,318,994	1,318,994	100.0%
Ending Fund Balance	\$ 372,740	\$ 223,170	167.0%	38.1%	\$ 977,544	\$ 977,544	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	372,740						
Unassigned Fund Balance	\$ 0						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
411 Parks Capital Improvement Fund							
Taxes	\$ 759,009	\$ 838,218	90.6%	93.8%	\$ 808,875	\$ 808,875	100.0%
Intergovernmental	-	7,430,000	0.0%	0.0%	101,000	101,000	100.0%
Interest on Investments	169,874	(116,970)	-145.2%	96.0%	176,970	176,970	100.0%
Miscellaneous	-	50,000	0.0%	N/A	-	-	N/A
Other Financing Sources	-	8,200,000	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	928,883	16,401,248	5.7%	85.5%	1,086,845	1,086,845	100.0%
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	552,625	14,491,426	3.8%	62.8%	880,674	880,674	100.0%
Transfer Out (Debt Service Fund)	185,643	185,643	100.0%	99.6%	186,347	186,347	100.0%
Transfer Out (General Fund)	422,545	422,545	100.0%	100.0%	422,545	422,545	100.0%
Total Expenditures and Other Uses	1,160,813	15,099,614	7.7%	77.9%	1,489,566	1,489,566	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(231,930)	1,301,634	-17.8%	57.6%	(402,721)	(402,721)	100.0%
Beginning Fund Balance	3,571,250	5,590,786	63.9%	89.9%	3,973,971	3,973,971	100.0%
Ending Fund Balance	\$ 3,339,320	\$ 6,892,420	48.4%	93.5%	\$ 3,571,250	\$ 3,571,250	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	3,339,320						
Unassigned Fund Balance	\$ -						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
413 SDC Parks Fund							
System Development Charges - Parks	42,508	20,860	203.8%	53.7%	79,140	79,140	100.0%
Interest on Investments	19,999	(17,694)	-113.0%	113.0%	17,694	17,694	100.0%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (CIP Fund)	-	-	N/A	N/A	320,568	320,568	100.0%
Total Revenues and Other Sources	62,507	3,166	1974.1%	15.0%	417,402	417,402	100.0%
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	-	373,532	0.0%	N/A	-	-	N/A
Contingency	-	11,206	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	-	384,738	0.0%	N/A	-	-	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	62,507	(381,572)	116.4%	15.0%	417,402	417,402	100.0%
Beginning Fund Balance	417,402	284,878	146.5%	N/A	-	-	N/A
Ending Fund Balance	\$ 479,909	\$ (96,694)	596.3%	115.0%	\$ 417,402	\$ 417,402	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	479,909						
Unassigned Fund Balance	\$ -						

City of Ashland
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Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
530 Debt Services							
Taxes	\$ 203,011	\$ 212,160	95.7%	99.0%	\$ 205,116	\$ 205,116	100.0%
Charges for Services - Internal	1,261,595	1,261,595	100.0%	100.0%	1,261,595	1,261,595	100.0%
Interest on Investments	25,929	(12,993)	-199.6%	83.7%	30,993	30,993	100.0%
Transfer In (General Fund)	181,297	181,297	100.0%	164.8%	110,000	110,000	100.0%
Transfer In (Parks CIP)	185,643	185,643	100.0%	99.6%	186,347	186,347	100.0%
Total Revenues and Other Sources	1,857,475	1,827,702	101.6%	103.5%	1,794,051	1,794,051	100.0%
Debt Service	1,806,362	1,806,389	100.0%	101.2%	1,785,644	1,785,644	100.0%
Total Expenditures and Other Uses	1,806,362	1,806,389	100.0%	101.2%	1,785,644	1,785,644	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	51,113	21,313	239.8%	607.9%	8,408	8,407	100.0%
Beginning Fund Balance	1,050,299	815,165	128.8%	100.8%	1,041,892	1,041,892	100.0%
Ending Fund Balance	\$ 1,101,412	\$ 836,478	131.7%	104.9%	\$ 1,050,299	\$ 1,050,299	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	\$ 1,101,412						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
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	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
670 Water Fund							
Intergovernmental	\$ 693,933	\$ (253,350)	-273.9%	273.9%	\$ 253,350	\$ 253,350	100.0%
Charges for Services - Rates	8,910,870	8,935,764	99.7%	105.0%	8,489,236	8,489,236	100.0%
Charges for Services - Misc. Service Fees	80,159	87,728	91.4%	87.8%	91,272	91,272	100.0%
System Development Charges	-	-	N/A	N/A	-	-	N/A
Interest on Investments	832,320	(348,049)	-239.1%	111.3%	748,049	748,049	100.0%
Miscellaneous	2,938	40,074	7.3%	26.9%	10,926	10,926	100.0%
Other Financing Sources	-	46,570,810	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	10,520,220	55,032,976	19.1%	109.7%	9,592,833	9,592,833	100.0%
Public Works - Conservation	87,300	493,503	17.7%	99.5%	87,694	87,694	100.0%
Public Works - Water Supply	466,146	7,252,690	6.4%	47.2%	987,128	987,128	100.0%
Public Works - Water Supply Debt	118,500	118,503	100.0%	100.0%	118,500	118,500	100.0%
Public Works - Water Distribution	6,302,878	9,342,960	67.5%	144.2%	4,370,977	4,370,977	100.0%
Public Works - Water Distribution Debt	207,306	207,309	100.0%	100.6%	206,007	206,007	100.0%
Public Works - Water Treatment	1,752,353	48,103,791	3.6%	116.0%	1,510,343	1,510,343	100.0%
Public Works - Water Treatment Debt	359,890	816,371	44.1%	6179.7%	5,824	5,824	100.0%
Transfer Out (General Fund to AFR)	50,000	50,000	100.0%	5.5%	911,082	50,000	1822.2%
Transfer Out (SDC Water Fund)	-	-	N/A	N/A	-	861,082	0.0%
Contingency	-	436,793	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	9,344,372	66,821,920	14.0%	114.0%	8,197,555	8,197,555	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	1,175,848	(11,788,944)	110.0%	84.3%	1,395,277	1,395,278	100.0%
Beginning Fund Balance	17,615,845	12,341,551	142.7%	108.6%	16,220,567	16,220,567	100.0%
Ending Fund Balance	\$ 18,791,694	\$ 552,607	3400.6%	106.7%	\$ 17,615,845	\$ 17,615,845	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	6,000,000						
Unassigned Fund Balance	<u>\$ 12,791,694</u>						

City of Ashland
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	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
673 SDC Water Fund							
System Development Charges - Water	192,551	119,469	161.2%	83.5%	230,531	230,531	100.0%
Interest on Investments	45,257	(43,829)	N/A	103.3%	43,829	43,829	100.0%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Other Financing Sources	-	15,139,204	0.0%	N/A	-	-	N/A
Transfer In (Water Fund)	-	-	N/A	N/A	861,082	861,082	100.0%
Total Revenues and Other Sources	237,808	15,214,844	1.6%	20.9%	1,135,442	1,135,442	100.0%
Materials and Services	-	150,000	0.0%	0.0%	-	-	N/A
Capital Outlay	24,513	8,654,512	0.3%	N/A	5,331	5,331	100.0%
Public Works - Debt SDC's	203,092	246,756	82.3%	124.0%	163,756	163,756	100.0%
Contingency	-	274,121	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	227,605	9,325,389	2.4%	134.6%	169,087	169,087	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	10,203	5,889,454	0.2%	1.1%	966,355	966,355	100.0%
Beginning Fund Balance	966,355	1,183,793	81.6%	N/A	-	-	N/A
Ending Fund Balance	\$ 976,558	\$ 7,073,247	13.8%	101.1%	\$ 966,355	\$ 966,355	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	976,558						
Unassigned Fund Balance	\$ -						

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	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
675 Wastewater Fund							
Taxes	\$ (7,442)	\$ -	N/A	N/A	\$ -	\$ -	N/A
Intergovernmental	98,752	-	N/A	N/A	-	-	N/A
Charges for Services - Rates	6,192,564	6,341,967	97.6%	97.2%	6,368,033	6,368,033	100.0%
Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
System Development Charges	-	-	N/A	N/A	-	-	N/A
Interest on Investments	293,537	(90,103)	-325.8%	117.4%	250,103	250,103	100.0%
Miscellaneous	43	(3,939)	-1.1%	1.1%	3,939	3,939	100.0%
Other Financing Sources	505,802	7,404,951	6.8%	40.7%	1,242,621	1,242,621	100.0%
Total Revenues and Other Sources	7,083,256	13,652,876	51.9%	90.1%	7,864,695	7,864,696	100.0%
Public Works - Wastewater Collection	2,584,460	4,771,437	54.2%	110.4%	2,342,038	2,342,038	100.0%
Public Works - Wastewater Collection Debt	43,631	43,631	100.0%	98.1%	44,456	44,456	100.0%
Public Works - Wastewater Treatment	3,361,546	8,051,932	41.7%	64.5%	5,215,693	5,215,693	100.0%
Public Works - Wastewater Treatment Debt	127,142	127,142	100.0%	99.6%	127,699	127,699	100.0%
Transfer Out (SDC Wastewater Fund)	-	-	N/A	N/A	2,235,338	2,235,338	100.0%
Contingency	-	356,466	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	6,116,779	13,350,608	45.8%	61.4%	9,965,224	9,965,224	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	966,477	302,269	319.7%	-46.0%	(2,100,529)	(2,100,529)	100.0%
Beginning Fund Balance	6,606,474	4,407,490	149.9%	75.9%	8,707,003	8,707,003	100.0%
Ending Fund Balance	\$ 7,572,951	\$ 4,709,759	160.8%	114.6%	\$ 6,606,474	\$ 6,606,474	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds		-					
Unassigned Fund Balance	\$ 7,572,951						

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(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
677 SDC Sewer Fund							
System Development Charges - Wastewater	248,826	13,793	1804.0%	86.9%	286,207	286,207	100.0%
Interest on Investments	112,113	(105,866)	-105.9%	105.9%	105,866	105,866	100.0%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Other Financing Sources	-	1,381,369	0.0%	N/A	-	-	N/A
Transfer In (Wastewater Fund)	-	-	N/A	N/A	2,235,338	2,235,338	100.0%
Total Revenues and Other Sources	360,939	1,289,296	28.0%	13.7%	2,627,411	2,627,411	100.0%
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	6,371	1,395,204	0.5%	2.5%	255,321	255,321	100.0%
Public Works - Debt SDC's	-	-	N/A	N/A	-	-	N/A
Contingency	-	49,516	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	6,371	1,444,720	0.4%	2.5%	255,321	255,321	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	354,568	(155,424)	328.1%	14.9%	2,372,090	2,372,090	100.0%
Beginning Fund Balance	2,372,090	1,585,034	149.7%	N/A	-	-	N/A
Ending Fund Balance	\$ 2,726,658	\$ 1,429,610	190.7%	114.9%	\$ 2,372,090	\$ 2,372,090	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	2,726,658						
Unassigned Fund Balance	\$ -						

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	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
680 Stormwater Fund							
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Charges for Services - Rates	778,512	771,508	100.9%	96.9%	803,492	803,492	100.0%
Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
System Development Charges	-	-	N/A	N/A	-	-	N/A
Interest on Investments	95,489	(65,996)	-144.7%	97.4%	97,996	97,996	100.0%
Miscellaneous	2	-	N/A	N/A	-	-	N/A
Other Financing Sources	-	390,220	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	<u>874,003</u>	<u>1,095,732</u>	<u>79.8%</u>	<u>97.0%</u>	<u>901,488</u>	<u>901,488</u>	<u>100.0%</u>
Public Works - Storm Water Operations	821,213	2,570,709	31.9%	98.0%	837,566	837,566	100.0%
Public Works - Storm Water Operations Debt	10,944	10,944	100.0%	98.2%	11,150	11,150	100.0%
Contingency	-	64,479	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	<u>832,157</u>	<u>2,646,132</u>	<u>31.4%</u>	<u>98.0%</u>	<u>848,716</u>	<u>848,716</u>	<u>100.0%</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	41,846	(1,550,400)	102.7%	79.3%	52,772	52,772	100.0%
Beginning Fund Balance	<u>2,094,891</u>	<u>2,036,637</u>	<u>102.9%</u>	<u>102.6%</u>	<u>2,042,119</u>	<u>2,042,119</u>	<u>100.0%</u>
Ending Fund Balance	<u>\$ 2,136,737</u>	<u>\$ 486,237</u>	<u>439.4%</u>	<u>102.0%</u>	<u>\$ 2,094,891</u>	<u>\$ 2,094,891</u>	<u>100.0%</u>
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-	-					
Unassigned Fund Balance	<u>\$ 2,136,737</u>						

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	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
683 SDC Storm Fund							
System Development Charges - Wastewater	22,825	30,357	75.2%	77.0%	29,643	29,643	100.0%
Interest on Investments	1,960	(678)	-289.0%	289.0%	678	678	100.0%
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Other Financing Sources	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	24,785	29,679	83.5%	81.7%	30,321	30,321	100.0%
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	-	64,908	0.0%	N/A	-	-	N/A
Public Works - Debt SDC's	-	-	N/A	N/A	-	-	N/A
Public Works - Storm Water SDC's	-	-	N/A	N/A	-	-	N/A
Contingency	-	1,947	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	-	66,855	0.0%	N/A	-	-	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	24,785	(37,176)	166.7%	81.7%	30,321	30,321	100.0%
Beginning Fund Balance	30,321	14,954	202.8%	N/A	-	-	N/A
Ending Fund Balance	\$ 55,106	\$ (22,222)	348.0%	181.7%	\$ 30,321	\$ 30,321	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	55,106						
Unassigned Fund Balance	\$ -						

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	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
690 Electric Fund							
Intergovernmental	\$ 185,554	\$ 366,229	50.7%	18.9%	\$ 983,771	\$ 983,771	100.0%
Charges for Services - Rates	15,581,080	19,400,302	80.3%	93.8%	16,617,902	16,617,902	100.0%
Charges for Services - Misc. Service Fees	343,727	247,355	139.0%	119.1%	288,645	288,645	100.0%
Interest on Investments	329,899	(203,559)	-162.1%	98.9%	333,559	333,559	100.0%
Miscellaneous	56,106	21,244	264.1%	10.1%	554,756	554,757	100.0%
Other Financing Sources	-	3,000,000	0.0%	N/A	-	-	N/A
Total Revenues and Other Sources	16,496,367	22,831,572	72.3%	87.8%	18,778,632	18,778,634	100.0%
Administration - Conservation	889,241	2,359,004	37.7%	107.5%	827,317	827,317	100.0%
Electric - Supply	7,524,123	10,310,082	73.0%	145.5%	5,169,918	5,169,918	100.0%
Electric - Distribution	8,903,077	10,413,641	85.5%	91.3%	9,754,518	9,754,518	100.0%
Electric - Transmission	995,637	1,442,512	69.0%	131.4%	757,488	757,488	100.0%
Debt Service	-	487,326	0.0%	N/A	-	-	N/A
Transfer Out (Insurance Fund)	-	-	N/A	N/A	-	-	N/A
Contingency	-	1,136,604	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	18,312,077	26,149,169	70.0%	110.9%	16,509,241	16,509,241	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(1,815,710)	(3,317,597)	45.3%	-80.0%	2,269,391	2,269,393	100.0%
Beginning Fund Balance	9,437,525	6,080,192	155.2%	131.7%	7,168,132	7,168,132	100.0%
Ending Fund Balance	\$ 7,621,815	\$ 2,762,595	275.9%	80.8%	\$ 9,437,523	\$ 9,437,525	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	\$ 7,621,815						

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	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
695 Telecommunications Fund							
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Charges for Services - Rates	2,680,273	2,639,249	101.6%	96.1%	2,789,598	2,789,598	100.0%
Charges for Services - Misc. Service Fees	-	-	N/A	N/A	-	-	N/A
Interest on Investments	128,923	(52,511)	-245.5%	90.5%	142,511	142,511	100.0%
Miscellaneous	1,875	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	2,811,070	2,586,738	108.7%	95.9%	2,932,109	2,932,109	100.0%
Personnel Services	951,365	1,286,713	73.9%	112.3%	847,016	847,016	100.0%
Materials & Services	1,358,651	1,425,868	95.3%	108.5%	1,252,332	1,252,332	100.0%
Capital Outlay	288,467	867,879	33.2%	85.4%	337,802	337,802	100.0%
Debt - Transfer to Debt Service Fund	517,445	517,445	100.0%	100.0%	517,445	517,445	100.0%
Contingency	-	175,405	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	3,115,929	4,273,310	72.9%	105.5%	2,954,595	2,954,595	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(304,858)	(1,686,572)	81.9%	1355.8%	(22,486)	(22,486)	100.0%
Beginning Fund Balance	3,153,230	3,021,118	104.4%	99.3%	3,175,716	3,175,716	100.0%
Ending Fund Balance	\$ 2,848,372	\$ 1,334,546	213.4%	90.3%	\$ 3,153,230	\$ 3,153,230	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	517,444						
Unassigned Fund Balance	\$ 2,330,928						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
720 Insurance Service Fund							
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Charges for Services - Internal	1,772,393	1,518,019	116.8%	94.5%	1,875,033	1,875,033	100.0%
Interest on Investments	81,682	(48,802)	-167.4%	126.0%	64,802	64,802	100.0%
Miscellaneous	7,703	(93,547)	-8.2%	5.8%	133,547	133,547	100.0%
Transfer In (All Funds)	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	1,861,779	1,375,670	135.3%	89.8%	2,073,382	2,073,382	100.0%
Personnel Services	4,490	141,888	3.2%	3.4%	132,908	132,908	100.0%
Materials and Services	1,349,725	1,572,262	85.8%	111.6%	1,209,360	1,209,360	100.0%
Contingency	-	97,632	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	1,354,216	1,811,783	74.7%	100.9%	1,342,267	1,342,267	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	507,563	(436,113)	216.4%	69.4%	731,115	731,115	100.0%
Beginning Fund Balance	2,103,059	1,167,481	180.1%	153.3%	1,371,944	1,371,944	100.0%
Ending Fund Balance	\$ 2,610,622	\$ 731,368	357.0%	124.1%	\$ 2,103,059	\$ 2,103,059	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	2,610,622						
Unassigned Fund Balance	\$ -						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
725 Health Benefits Fund							
Taxes	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Interest	-	-	N/A	N/A	-	-	N/A
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (General Fund)	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	-	-	N/A	N/A	-	-	N/A
Personnel Services	-	-	N/A	N/A	-	-	N/A
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	-	-	N/A	N/A	-	-	N/A
Transfer Out (General Fund)	2,225,545	2,225,545	100.0%	N/A	-	-	N/A
Contingency	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	2,225,545	2,225,545	N/A	N/A	-	-	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(2,225,545)	(2,225,545)	0.0%	N/A	-	-	N/A
Beginning Fund Balance	2,225,545	-	0.0%	N/A	2,225,545	2,225,545	N/A
Ending Fund Balance	\$ 0	\$ (2,225,545)	100.0%	N/A	\$ 2,225,545	\$ 2,225,545	N/A
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-						
Unassigned Fund Balance	\$ 0						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
730 Equipment Fund							
Intergovernmental	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Charges for Services - Internal	4,684,456	4,684,452	100.0%	103.4%	4,529,410	4,529,410	100.0%
Charges for Services - Misc. Service Fees	299,749	158,284	189.4%	102.8%	291,716	291,716	100.0%
Interest on Investments	359,062	(184,736)	-194.4%	93.3%	384,736	384,736	100.0%
Miscellaneous	138,552	87,800	157.8%	209.3%	66,200	66,200	100.0%
Total Revenues and Other Sources	5,481,819	4,745,800	115.5%	104.0%	5,272,062	5,272,062	100.0%
Public Works - Maintenance	2,487,239	2,595,992	95.8%	107.2%	2,321,148	2,321,148	100.0%
Public Works - Purchasing and Acquisition	2,663,150	5,355,786	49.7%	102.1%	2,607,214	2,607,214	100.0%
Contingency	-	146,191	0.0%	N/A	-	-	N/A
Total Expenditures and Other Uses	5,150,389	8,097,970	63.6%	104.5%	4,928,361	4,928,362	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	331,430	(3,352,170)	109.9%	96.4%	343,701	343,700	100.0%
Beginning Fund Balance	7,258,321	7,197,226	100.8%	105.0%	6,914,621	6,914,621	100.0%
Ending Fund Balance	\$ 7,589,751	\$ 3,845,056	197.4%	104.6%	\$ 7,258,321	\$ 7,258,321	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	7,589,751						
Unassigned Fund Balance	\$ 0						

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
731 Parks Equipment Fund							
Taxes	\$ -	\$ -	N/A	N/A	\$ -	\$ -	N/A
Interest	-	-	N/A	N/A	-	-	N/A
Miscellaneous	-	-	N/A	N/A	-	-	N/A
Transfer In (General Fund)	-	-	N/A	N/A	-	-	N/A
Total Revenues and Other Sources	-	-	N/A	N/A	-	-	N/A
Personnel Services	-	-	N/A	N/A	-	-	N/A
Materials and Services	-	-	N/A	N/A	-	-	N/A
Capital Outlay	-	-	N/A	N/A	-	-	N/A
Transfer Out (General Fund)	473,608	473,608	100.0%	N/A	-	-	N/A
Contingency	-	-	N/A	N/A	-	-	N/A
Total Expenditures and Other Uses	473,608	473,608	N/A	N/A	-	-	N/A
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(473,608)	(473,608)	0.0%	N/A	-	-	N/A
Beginning Fund Balance	473,608	-	0.0%	N/A	473,608	473,608	N/A
Ending Fund Balance	\$ -	\$ (473,608)	0.0%	N/A	\$ 473,608	\$ 473,608	N/A
Reconciliation of Fund Balance:							
Restricted and Committed Funds	-	-					
Unassigned Fund Balance	\$ -	-					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
Preliminary as of June 30, 2025
(100% of Fiscal Year)

	Fiscal Year 2025 2nd Year Actuals	Fiscal Year 2025 2nd Year of Biennial Budget	Budget to Actual Percent Collected / Expended	Actual to Actual Year-over-Year Change	Fiscal Year 2024 Year-to- Date Actuals	Final Fiscal Year 2024 End-of-Year Actuals	Actual Percent Collected / Expended
810 Cemetery Fund							
Charges for Services	\$ 23,828	\$ 2,488	957.7%	101.3%	\$ 23,512	\$ 23,512	100.0%
Interest on Investments	47,111	(24,551)	-191.9%	97.0%	48,551	48,551	100.0%
Transfer In (General Fund)	500	500	100.0%	100.0%	500	500	100.0%
Total Revenues and Other Sources	71,439	(21,563)	-331.3%	98.5%	72,563	72,563	100.0%
Transfer Out (General Fund)	47,111	249,543	18.9%	97.0%	48,551	48,551	100.0%
Total Expenditures and Other Uses	47,111	249,543	18.9%	97.0%	48,551	48,551	100.0%
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	24,328	(271,106)	109.0%	101.3%	24,012	24,012	100.0%
Beginning Fund Balance	970,773	946,395	102.6%	102.5%	946,761	946,761	100.0%
Ending Fund Balance	\$ 995,101	\$ 675,289	147.4%	102.5%	\$ 970,773	\$ 970,773	100.0%
Reconciliation of Fund Balance:							
Restricted and Committed Funds	995,101						
Unassigned Fund Balance	<u><u>\$ (0)</u></u>						

City of Ashland

**Schedule of Budgetary Compliance Per Resolution 2023-10, 2023-21, 2023-22, 2023-23, 2023-26, 2024-01, 2024-08,
2024-10, 2024-16, 2024-21, 2024-25, 2024-28, 2024-30, 2025-05, 2025-10, 2025-11, 2025-16**
Preliminary as of June 30, 2025
(100.00% of Biennium)

	Biennial to Date (24 Months)	Biennial Budget 2023-2025	Percent Used	Balance
General Fund				
Administration Department	\$ 8,253,214	\$ 9,255,545	89.2%	\$ 1,002,330
Information Technology Department	3,482,718	4,508,118	77.3%	1,025,400
Finance Department	6,211,124	6,570,208	94.5%	359,084
City Recorder	464,285	574,142	80.9%	109,857
Police Department	16,996,751	18,569,063	91.5%	1,572,312
Fire and Rescue Department	25,258,329	30,806,914	82.0%	5,548,585
Public Works Department	6,364,663	8,299,658	76.7%	1,934,995
Community Development Department	4,187,556	4,891,262	85.6%	703,706
Parks Department	13,879,603	14,547,966	95.4%	668,363
Transfers	1,656,743	1,656,743	100.0%	-
Contingency	-	1,357,998	0.0%	1,357,998
Total General Fund	86,754,986	101,037,616	85.9%	14,282,630
Parks General Fund				
Transfers	631,966	631,966	100.0%	-
Total Parks General Fund	631,966	631,966	100.0%	-
Tourism Fund				
Administration Department - Personnel Services	164,851	170,677	96.6%	5,826
Administration Department - Materials and Services	1,771,495	2,297,676	77.1%	526,181
Contingency	-	74,050	0.0%	74,050
Total Tourism Fund	1,936,346	2,542,403	76.2%	532,007
Housing Fund				
Community Development Department - Material and Services	338,060	423,798	79.8%	85,738
Community Development Department - Capital	-	-	0.0%	-
Total Housing Fund	338,060	423,798	79.8%	85,738
Community Development Block Grant Fund				
Community Development Department - Personnel Services	68,442	69,655	98.3%	1,213
Community Development Department - Materials and Services	188,883	345,927	54.6%	157,044
Total Community Development Grant Fund	257,325	415,582	61.9%	158,257
Reserve Fund				
Interfund Loan	-	-	0.0%	-
Total Reserve Fund	-	-	0.0%	-
Street Fund				
Public Works Department - Operations	13,051,744	20,623,414	63.3%	7,571,670
Public Works Department - Debt	159,027	4,968,539	3.2%	4,809,512
Public Works Department - Transportation SDC's	-	-	0.0%	-
Transfers	2,978,031	2,978,031	100.0%	-
Contingency	-	276,982	0.0%	276,982
Total Street Fund	16,188,802	28,846,966	56.1%	12,658,164
SDC Street Fund				
Public Works Department - Material and Services	1,165	50,000	2.3%	48,835
Public Works Department - Capital Outlay	1,393,806	3,104,875	44.9%	1,711,069
Contingency	-	94,647	0.0%	94,647
Total Street SDC Fund	1,394,971	3,249,522	42.9%	1,805,716
Airport Fund				
Public Works Department - Material and Services	153,439	190,850	80.4%	37,411
Public Works Department - Capital Outlay	2,842,618	4,915,000	57.8%	2,072,382
Transfer	-	-	0.0%	-
Contingency	-	5,726	0.0%	5,726
Total Airport Fund	2,996,057	5,111,576	58.6%	2,078,108
Capital Improvements Fund				
Public Works Department - Capital Outlay	3,642,598	4,075,620	89.4%	433,022
Finance - Open Space (Parks)	-	-	0.0%	-
Transfers	320,568	320,568	100.0%	-
Contingency	-	-	0.0%	-
Total Capital Improvements Fund	3,963,166	4,396,188	90.2%	433,022
Parks Capital Improvement Fund				
Parks Department - Materials and Services	-	-	0.0%	-
Parks Department - Capital Outlay	1,433,299	15,372,100	9.3%	13,938,801
Transfers	1,217,080	1,217,080	100.0%	-
Total Parks Capital Improvement Fund	2,650,379	16,589,180	16.0%	13,938,801
SDC Parks Fund				
Parks Department - Materials and Services	-	-	0.0%	-
Parks Department - Capital Outlay	-	373,532	0.0%	373,532
Contingency	-	11,206	0.0%	11,206
Total SDC Parks Fund	-	384,738	0.0%	384,738
Debt Service Fund				
Debt Service	3,592,006	3,592,033	100.0%	27
Total Debt Service Fund	3,592,006	3,592,033	100.0%	27
Water Fund				
Public Works Department - Conservation	174,994	581,197	30.1%	406,203
Public Works Department - Water Operations	15,389,824	71,567,889	21.5%	56,178,065

**Schedule of Budgetary Compliance Per Resolution 2023-10, 2023-21, 2023-22, 2023-23, 2023-26, 2024-01, 2024-08,
2024-10, 2024-16, 2024-21, 2024-25, 2024-28, 2024-30, 2025-05, 2025-10, 2025-11, 2025-16**
Preliminary as of June 30, 2025
(100.00% of Biennium)

	Biennial to Date (24 Months)	Biennial Budget 2023-2025	Percent Used	Balance
Public Works Department - Water Debt	1,016,027	1,472,514	69.0%	456,487
Transfer	961,082	961,082	100.0%	-
Contingency	-	436,793	0.0%	436,793
Total Water Fund	17,541,927	75,019,475	23.4%	57,477,548
SDC Water Fund				
Public Works Department - Materials and Services	-	150,000	0.0%	150,000
Public Works Department - Capital Outlay	29,844	8,659,843	0.3%	8,629,999
Public Works Department - Water SDC's Debt	366,847	410,512	89.4%	43,665
Contingency	-	274,121	0.0%	274,121
Total SDC Water Fund	396,692	9,494,476	4.2%	9,097,784
Wastewater Fund				
Public Works Department - Wastewater Operations	13,503,738	20,381,100	66.3%	6,877,362
Public Works Department - Wastewater Debt	342,928	342,928	100.0%	0
Transfer	2,235,338	2,235,338	100.0%	-
Contingency	-	356,466	0.0%	356,466
Total Wastewater Fund	16,082,004	23,315,832	69.0%	7,233,828
SDC Wastewater Fund				
Public Works Department - Materials and Services	-	-	0.0%	-
Public Works Department - Capital Outlay	261,692	1,650,525	15.9%	1,388,833
Public Works Department - Wastewater SDC's Debt	-	-	0.0%	-
Contingency	-	49,516	0.0%	49,516
Total SDC Wastewater Fund	261,692	1,700,041	15.4%	1,438,349
Stormwater Fund				
Public Works Department - Storm Water Operations	1,658,780	3,408,275	48.7%	1,749,495
Public Works Department - Storm Water Debt	22,094	22,094	100.0%	0
Contingency	-	64,479	0.0%	64,479
Total Stormwater Fund	1,680,873	3,494,848	48.1%	1,813,975
SDC Stormwater Fund				
Public Works Department - Materials and Services	-	-	0.0%	-
Public Works Department - Capital Outlay	-	64,908	0.0%	64,908
Public Works Department - Stormwater SDC's Debt	-	-	0.0%	-
Contingency	-	1,947	0.0%	1,947
Total SDC Stormwater Fund	-	66,855	0.0%	66,855
Electric Fund				
Administration Department - Conservation	1,716,558	3,230,023	53.1%	1,513,465
Electric Department - Operations	33,104,760	37,848,159	87.5%	4,743,399
Electric Department - Debt Service	-	443,624	0.0%	443,624
Contingency	-	1,136,604	0.0%	1,136,604
Total Electric Fund	34,821,318	42,658,410	81.6%	7,837,092
Telecommunications Fund				
Information Technology Department - Personnel Services	1,798,382	2,133,729	84.3%	335,347
Information Technology Department - Materials and Services	3,645,873	3,713,090	98.2%	67,217
Information Technology Department - Capital Outlay	626,269	1,205,681	51.9%	579,412
Contingency	-	175,405	0.0%	175,405
Total - Telecommunications Fund	6,070,524	7,227,905	84.0%	1,157,381
Insurance Services Fund				
Personnel Services	137,398	137,398	100.0%	0
Material and Services	2,559,085	2,919,020	87.7%	359,935
Contingency	-	97,632	0.0%	97,632
Total Insurance Services Fund	2,696,483	3,154,050	85.5%	457,567
Health Benefits Fund				
Transfers	2,225,545	2,225,545	100.0%	-
Total Health Benefits Fund	2,225,545	2,225,545	100.0%	-
Equipment Fund				
Public Works Department - Maintenance	4,808,387	4,917,140	97.8%	108,753
Public Works Department - Purchasing and Acquisition	5,270,364	7,963,000	66.2%	2,692,636
Contingency	-	146,191	0.0%	146,191
Total Equipment Fund	10,078,751	13,026,331	77.4%	2,947,580
Parks Equipment Fund				
Transfers	473,608	473,608	100.0%	-
Parks Equipment Fund	473,608	473,608	100.0%	-
Cemetery Trust Fund				
Transfers	95,662	298,094	32.1%	202,432
Total Cemetery Trust Fund	95,662	298,094	32.1%	202,432
Total Appropriations	\$ 213,129,143	\$ 349,377,038	61.0%	\$ 136,247,895

City of Ashland
Revenue Summary as of June 30, 2025

					Prior Year 2023-2024		Current / Prior
Revenue Item	Receiving Fund Share	YTD	Revised Budget Amounts	% YTD	YTD	EOFY	YTD % Change
Food & Beverage Tax	General Fund 2%	60,721	67,058	91%	64,710	64,710	93.8%
	Street 73%	2,216,306	2,447,596	91%	2,361,914	2,361,914	93.8%
	Parks Cap. Impr. 25%	759,009	838,218	91%	808,875	808,875	93.8%
Total F&B Tax		3,036,036	3,352,872	91%	3,235,499	3,235,499	93.8%
Transient Lodging Tax	General 69%	2,114,227	2,468,423	86%	1,904,994	1,904,994	111.0%
	Tourism 31%	922,661	1,107,930	83%	853,267	853,267	108.1%
Late & Interest Fees	General 100%	(26)	2,500	-1%	-	-	N/A
		3,036,862	3,578,853	85%	2,758,261	2,758,261	110.1%
Electric User Tax	General 100%	3,360,709	3,835,811	88%	3,564,189	3,564,189	94.3%
Ambulance	General 100%	2,359,487	7,672,095	31%	3,401,341	2,942,561	69.4%
Court Fees & Fines	General 100%	146,414	132,814	110%	143,852	143,852	101.8%
Parking Fees	General Fund	98,110	(20,099)	-488%	220,099	220,099	44.6%
	General Fund	141,343	22,256	635%	61,744	61,744	228.9%
Total Parking Fees		239,454	2,156	11104%	281,844	281,844	85.0%
Franchises	General	4,240,385	4,364,990	97%	3,959,069	3,959,069	107.1%
	Streets	-	-	N/A	(18,300)	(18,300)	0.0%
Total Franchises		4,240,385	4,364,990	97%	3,940,769	3,940,769	107.6%
SDC's	Streets	214,998	150,000	143%	324,118	324,118	66.3%
	Capital Impr. Parks	42,508	50,000	85%	79,140	79,140	53.7%
	Water	192,551	175,000	110%	230,531	230,531	83.5%
	Wastewater	248,826	150,000	166%	286,207	286,207	86.9%
	Storm Drain	22,825	30,000	76%	29,643	29,643	77.0%
Total SDC's		721,709	555,000	130%	949,639	949,639	76.0%
Planning							
Permits and Fees	General 100%	490,393	502,732	98%	710,768	710,768	69.0%
Charges for Services	General 100%	103,046	40,000	258%	54,627	54,627	188.6%
Total Planning		593,439	542,732	109%	765,395	765,395	77.5%
Building							
Permits and Fees	General 100%	610,660	431,584	141%	880,629	880,629	69.3%
Charges for Services	General 100%	5,026	14,057	36%	943	943	533.2%
Total Building		615,687	445,641	138%	881,572	881,572	69.8%
Charges for Services (Sales) (Excludes SDC's)							
	Electric	15,924,592	19,647,657	81%	16,906,547	16,906,547	94.2%
	Water	8,991,029	9,023,492	100%	8,580,508	8,580,508	104.8%
	Wastewater	6,192,564	6,341,967	98%	6,368,033	6,368,033	97.2%
	Stormwater	778,512	771,508	101%	803,492	803,492	96.9%
	Telecommunication	2,680,273	2,639,249	102%	2,789,598	2,789,598	96.1%
Total Sales		34,566,969	38,423,873	90%	35,448,178	35,448,178	97.5%
Interest	All Funds	3,887,247	(1,227,538)	-317%	4,034,193	4,034,193	96.4%
Property Tax (Current Taxes)	General	13,452,923	13,829,997	97%	13,259,071	13,295,282	101.5%
	Debt Svcs	199,941	205,638	97%	198,983	199,438	100.5%
Total Taxes		13,652,864	14,035,634	97%	13,458,054	13,494,721	101.4%
Totals		\$ 70,457,262	\$ 75,714,932	93%	\$ 72,862,785	\$ 72,440,672	96.7%

City of Ashland
Summary of Cash and Investments
Preliminary as of June 30, 2025

Fund	Balance June 30, 2025	Balance June 30, 2024	Change From FY 2024
General Fund	\$ 14,082,485	13,761,893	\$ 320,592
Parks General Fund	-	631,816	(631,816)
Tourism Fund	901,261	880,114	21,147
Housing Fund	212,334	352,643	(140,309)
Community Block Grant Fund	26,380	38,432	(12,052)
Reserve Fund	1,980,545	1,887,551	92,994
Street Fund	2,507,129	4,478,489	(1,971,360)
SDC Street Fund	3,783,526	2,160,970	1,622,556
Airport Fund	427,991	177,512	250,478
Capital Improvements Fund	595,615	1,008,270	(412,655)
Parks Capital Improvements Fund	3,199,224	3,433,439	(234,216)
SDC Parks Fund	478,859	415,320	63,539
Debt Service Fund	1,096,167	1,044,144	52,023
Water Fund	17,430,154	15,430,611	1,999,543
SDC Water Fund	971,872	956,880	14,992
Wastewater Fund	6,180,536	5,236,757	943,779
SDC Wastewater Fund	2,713,575	2,366,941	346,634
Stormwater Fund	2,004,938	1,950,974	53,964
SDC Stormwater Fund	54,768	29,652	25,117
Electric Fund	7,000,239	6,953,766	46,474
Telecommunications Fund	2,511,892	2,704,585	(192,694)
Insurance Services Fund	2,459,324	1,708,289	751,035
Health Benefits Fund	-	2,225,545	(2,225,545)
Equipment Fund	7,598,137	7,308,317	289,820
Parks Equipment Fund	-	473,608	(473,608)
Cemetery Trust Fund	991,239	965,257	25,982
	<u>\$ 79,208,190</u>	<u>\$ 78,581,776</u>	<u>\$ 626,414</u>
 <u>Manner of Investment</u>			
General Banking Accounts	\$ 1,008,415	\$ 3,192,716	\$ (2,184,301)
Local Government Inv. Pool	49,046,581	39,691,658	9,354,923
City Investments	29,153,195	35,697,402	(6,544,207)
	<u>79,208,190</u>	<u>78,581,776</u>	<u>626,414</u>
Total Cash and Investments	<u>\$ 79,208,190</u>	<u>\$ 78,581,776</u>	<u>\$ 626,414</u>



Council Business Meeting

Date: October 7, 2025

Agenda Item	Written Testimony
Department	City Recorder
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

CATEGORY

Informational - this is to inform the body on a particular topic. No motion or direction needed.

SUMMARY

Written testimony submitted before the agenda's publication is included in the agenda packet.

POLICIES, PLANS & GOALS SUPPORTED

AMC 2.04.030 Agendas (E) Council Packets

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

REFERENCES & ATTACHMENTS

1. City Council Testimony 10.7.25_Packet



A RESOLUTION OF THE CITY OF ASHLAND, OREGON
ENDORING THE VALDEZ PRINCIPLES AS A GUIDE FOR
DAY TO DAY CITY OPERATIONS AND PROGRAMS.

WHEREAS, the City of Ashland has consistently shown our concern for environment; and

WHEREAS, the City of Ashland has provided many energy saving programs to our citizens; and

WHEREAS, the City of Ashland worked to provide recycling and alternative transportation opportunities for our citizens; and

WHEREAS, the Valdez Principles embody an environmental framework for future City actions.

NOW, THEREFORE, be it resolved by the Mayor and City Council as follows:

The City of Ashland hereby endorses the attached set of Valdez Principles as modified for the City of Ashland.

The foregoing Resolution was READ and DULY ADOPTED at a regular meeting of the City Council of the City of Ashland on the 15th day of May, 1990.

Nan E. Franklin
Nan E. Franklin
City Recorder

Catherine Golden
Catherine Golden
Mayor

9/22/25
To The Council & Planning Commission
Attached is a framework that
as to dominate all decision making
in Ashland, The Principles are still relevant
Best regards
Brent Thompson

Valdez Principles

By endorsing these Principles, we publicly affirm our belief that the City of Ashland, Oregon has a direct responsibility for the environment. We believe that we must conduct the public's business as responsible stewards of the environment and seek goals only in a manner that leaves the Earth healthy and safe. We believe that the City must not compromise the ability of future generations to sustain their needs.

We recognize this to be a long-term commitment to update our practices continually in light of advances in technology and new understandings in health and environmental science. We intend to make consistent, measurable progress toward the ideal that these principles describe, and to apply them wherever we operate, in a manner consistent with our other obligations under law.

1. Protection of the Biosphere.

We will minimize and strive to eliminate the release of any pollutant that may cause environmental damage to air, water, or earth or its inhabitants. We will safeguard habitats in creeks, ponds, wetlands, natural areas and will minimize contributing to global warming, depletion of the ozone layer, acid rain or smog.

2. Sustainable Use of Natural Resources.

We will make sustainable use of renewable natural resources, such as water, soils and forests. We will conserve nonrenewable natural resources through efficient use and careful planning. We will protect wildlife habitat, open spaces and wilderness, while preserving biodiversity.

3. Reduction and Disposal of Waste.

We will minimize the creation of waste, and wherever possible, recycle materials. We will dispose of all wastes through safe and responsible methods.

4. Wise Use of Energy.

We will make every effort to use environmentally safe and sustainable energy sources to meet our needs. We will invest in and promote energy efficiency and conservation in our operations and that of our citizens.

5. Risk Reduction.

We will minimize the environmental, health and safety risks to our employees and the communities in which we operate by employing safe technologies and operating procedures and by being constantly prepared for emergencies.

6. Safe Products and Services.

We will provide services that minimize adverse environmental impacts and that are safe for consumers. We will inform consumers of the environmental impacts of our services.

7. Damage Compensation.

We will take responsibility for any harm we cause to the environment by making every effort to fully restore the environment and to compensate those persons who are adversely affected.

8. Disclosure.

We will disclose to our employees and to the public incidents relating to our operations that cause environmental harm or pose health or safety hazards. We will disclose potential environmental, health, or safety hazards posed by our operations, and we will not take any action against employees who report any condition that creates a danger to the environment or poses health and safety hazards.

9. Environmental Directors and Managers.

At least one member of management will be a person qualified to represent environmental interests, and will commit management resources to implement these Principles.

10. Annual Assessment.

We will conduct and make public an annual self-evaluation of our progress in implementing these Principles and in complying with all applicable laws and regulations.

Endorsed by the Ashland City Council May 15, 1990

From: [REDACTED]
To: [Ashland City Recorder](#)
Subject: Fwd: Response to Eric's Comment Re: ELEA
Date: Wednesday, September 17, 2025 7:45:25 PM

----- Forwarded message -----

From: **Trina Sanford**
Date: Wed, Sep 17, 2025 at 11:35 AM
Subject: Response to Eric's Comment Re: ELEA
To: Eric Hansen <eric@council.ashland.or.us>
CC: Tonya Graham <tonya@council.ashland.or.us>, Dylan Bloom <dylan.bloom@council.ashland.or.us>, Bob Kaplan <bob@council.ashland.or.us>, <derek.sherrell@council.ashlandoregon.gov>, Gina DuQuenne <gina.duquenne@council.ashland.or.us>, <jeff.dahle@council.ashland.or.us>

Eric,

I want to respond to your comment last night where you tried to justify your vote by suggesting that “the community” has only been speaking against the ELEA. That is simply not true, and you know it. While those who spoke publicly at the meeting last night opposed it, that does not accurately reflect the community as a whole. I, for one, have submitted written support many times, and I know others have as well.

What I found most concerning was the implication in your remarks that emails, phone calls, or direct conversations with Council members carry less weight than public testimony. That is reckless, and more a reflection of your own frustration that things didn't go your way than that of reality.

Some time ago, I spoke publicly in support of the ELEA. As I spoke, the crowd behind me began protesting vocally, and Tonya had to intervene to restore order. I knew I was in the minority that night, but I still stood up with great anxiety to share my perspective. By the end of the evening, I felt unsafe enough that an APD officer walked me to my car. Perhaps my experience explains why others choose not to speak publicly. It isn't because they don't care or lack opinions; it's because the atmosphere in that room can be hostile, intimidating, and unsafe.

Your comment last night dismissed those voices and suggested that any form of communication with Council outside of public testimony is somehow less meaningful. That discourages engagement and creates a false sense of community consensus.

To be clear: what you should have said is that only *public testimony* reflects *your perception* of the community's sentiment. It's unfortunate if that's truly your belief, because I know many have expressed opinions in other ways.

Accountability was a theme last night. Right now, I believe you should be held accountable for your own words. Sometimes saying nothing is better than saying something that undermines community trust.

Do better, Eric.

Trina Sanford



Council Business Meeting

Date: October 7, 2025

Agenda Item	Public Hearing First Reading of Ordinance 3276 - Vacating A Portion of the Fern Street Public Right of Way
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

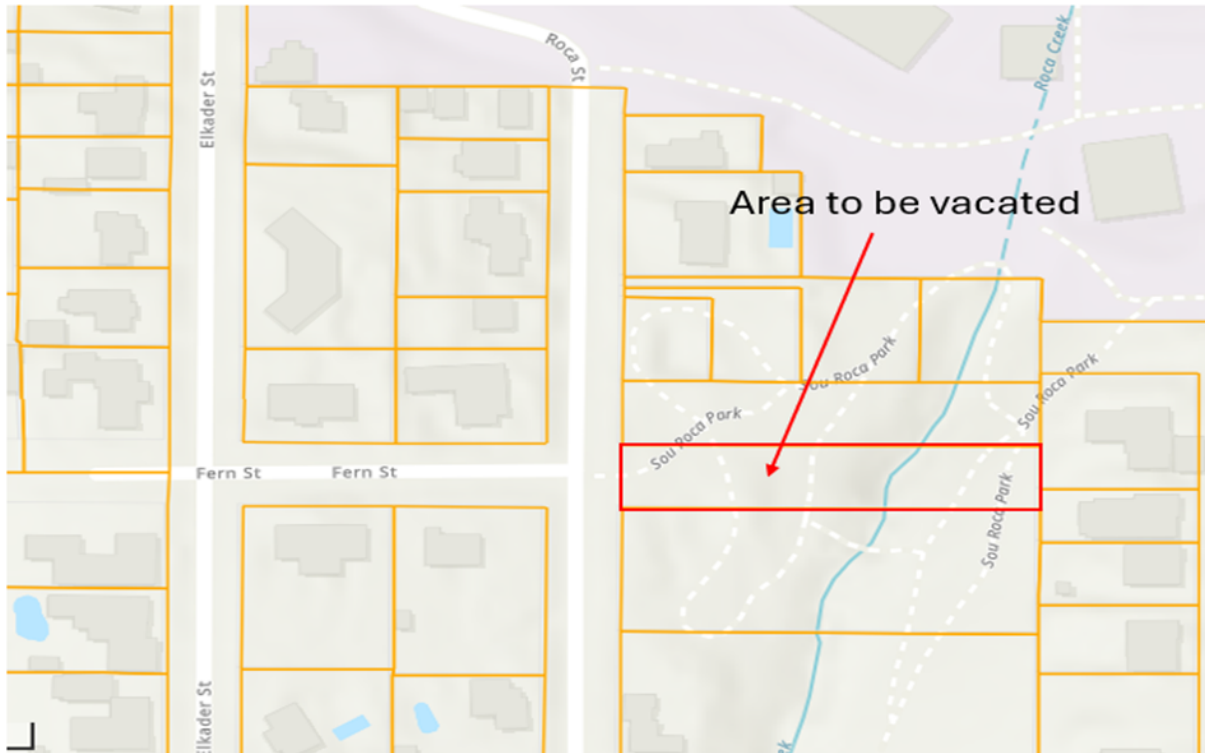
15 Minutes.

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Before the Council is a request to approve the first reading of an ordinance that vacates a portion of the unimproved Fern Street Public Right of Way. As detailed in Oregon Revised Statute 271.120, a Public Hearing and Ordinance approval are required to vacate a public right of way.



POLICIES, PLANS & GOALS SUPPORTED

City Council:

4. Evaluate real property and facility assets to strategically support city mission and goals.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland was approached by representatives from Southern Oregon University (SOU) about initiating the vacation of an unimproved section of Fern Street right of way adjacent to parcels owned by SOU. Staff informed the SOU team of the process requirements involved in vacating public right of way which include:

1. Request the City Council initiate the Right of Way Vacation process (ORS 271.130)



Council Business Meeting

2. Development of the legal description of the area to be vacated
3. Processing the request through the Planning Commission (Noticing and Public Hearing)
4. Processing the request through the City Council (Noticing, Public Hearing and Ordinance approval).
5. Recording all final documents including any easements needed to support infrastructure and/or pedestrian connectivity as requested by the Planning Commission.

Public Works performed an initial assessment to determine if a right of way vacation would be in the public's best interest. From a roadway connectivity standpoint there are significant physical and environmental constraints that create a barrier in connecting Fern Street to Madrone Street (Roca Canyon & Creek). There is a small section of storm drainage pipe in the unimproved right of way that can either have a public utility easement placed over it as part of the final documentation, or it can potentially be abandoned and connected to the system that runs down Roca Street and subsequently outfalls into Roca Creek. There are no other public utilities in the unimproved section of Fern Street and none are needed to support Ashland's existing infrastructure systems.

With this assessment completed staff felt comfortable bringing the request to begin the vacation initiation process to the City Council. The Council discussed and approved initiating the vacation process at the March 4, 2025 Business Meeting ([Reference](#) attached staff report).

After the Council approved the request to initiate the vacation, Public Works coordinated with Planning staff to follow through with the requirements of the Ashland Municipal Code (AMC) for vacating a public right of way.

Right of Way Vacation Requirements:

4.18.030 Review by Planning Commission

Upon receipt of the petition, the same shall be referred to the City Engineer for a determination of whether it contains the requested number of sworn signatures. The City Engineer shall return any petition not meeting the requirements of ORS [271.080](#), together with the filing fee to the petitioner. If the City Engineer determines that the petition is sufficient, it shall be referred to the City Planning Commission for its review and recommendation to the City Council. The Planning Commission shall submit its report to the City Council within sixty (60) days of receipt. Upon receipt of the report by the Commission, or if no report is received from the Commission upon the expiration of sixty (60) days, the City Manager shall set the matter for public hearing as set forth in ORS [271.100](#), et seq.

- **A Planning Commission meeting was scheduled and held on July 22, 2025 and no decision was made regarding a recommendation to vacate the right of way at that time. An additional meeting was held on August 26, 2025 and a formal recommendation regarding the vacation was made at that time.**
- **Planning Commission Motion:**

Commissioners Phillips/KenCairn m/s that the Commission recommend that the City Council approve the requested right-of-way vacation consistent with staff's recommendations with the following conditions: a pedestrian easement be provided extending from Roca Street to Madrone Street; the inclusion of a 10-foot public utility easement for a future storm-drain installation along the frontage of Roca Street as necessary; a deed restriction, for public use of the steep-slope area on eastern portion of the property and the riparian area along Roca Creek, shall be provided for permanent public access. Roll Call Vote: All AYES. Motion Passed 4-0.

- **Reference PC packet and public comment attachment.**

4.18.040 Public Hearings

Public hearings shall be held as set forth in ORS [271.120](#), at which time the petitioner and all affected parties shall be afforded an opportunity to present their views either orally or in writing. The report of the Planning Commission, if any, shall be made a part of the record.



Council Business Meeting

- **This is the action required of Council for the October 7, 2025 Business Meeting (First Reading).**
- **Since the approval process requires approval of an ordinance there is a required first and second reading in order to become legally binding.**

4.18.050 Action By Council

The City Council, after due consideration of testimony by affected parties, and the report of the Planning Commission may approve, reject, or modify the area proposed for vacation which in its sole judgment is deemed in the public interest.

- **Public Hearing – Ordinance approval October 7, 2025 and October 21, 2025**

FISCAL IMPACTS

The only resource requirements were/are associated with staff time to bring the vacation forward through the Planning Commission and City Council. Southern Oregon University will be responsible for the development of new property deeds and recording the applicable documents with Jackson County. If the property is vacated, it will become private and assessable for property taxes as part of the individual tax lots the right of way is vacated too.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the first reading of Ordinance Number 3276 an Ordinance relating to the vacation of a portion of Fern Street.

REFERENCES & ATTACHMENTS

1. 03 04 2025 Initiate Fern Street Vacation
2. 10 07 2025 Fern Street Vacation Ordinance.ORD1
3. PC Fern Street Memo and Comments (Final)
4. Fern Street-SOU Vacation Document
5. Fern Street Vacation Letter 8-19-2025





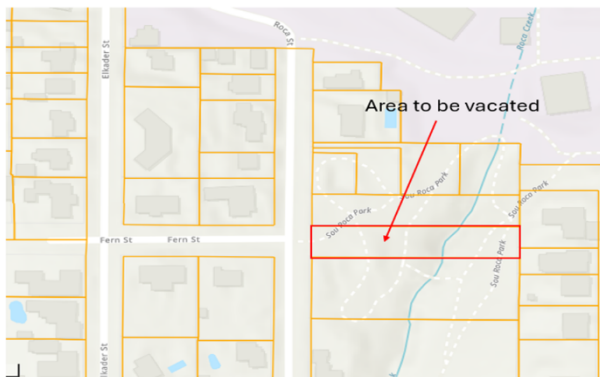
Council Business Meeting

Date: March 4, 2025

Agenda Item	Request of Council to Initiate Right of Way Vacation – Fern Street
From	Scott Fleury, Director
Contact	scott.fleury@ashland.or.us

SUMMARY

Before the Council is a request to initiate the vacation process for a portion of the public right of way. The right of way in question is a portion of Fern Street east of Elkader Street in between Southern Oregon University (SOU) owned properties. This is an un-improved non maintained right of way that basically provides for a storm drain line maintained by the City of Ashland.



POLICIES, PLANS & GOALS SUPPORTED

City Council:

4. Evaluate real property and facility assets to strategically support city mission and goals.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland was approached by SOU representatives inquiring into the possibility of the City initiating the vacation process for the un-improved section of Fern Street. Public Works staff discussed with City Administration and determined the appropriate course of action would be to bring the request forward to the City Council for consideration. The City Council can initiate a right of way vacation process as allowed by Oregon Revised Statute (ORS) 271.130, reference below.

271.130 Vacation on city governing body's own motion; appeal.

- (1) **The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners.** Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.
- (2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.
- (3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.
- (4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such





Council Business Meeting

vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases.

Staff informed SOU representatives of the total process required for right of way vacations, which include public hearings at the Planning Commission and City Council along with development of the appropriate legal descriptions, updated property deeds and easements for utilities.

The specific requirements for right of way vacations are detailed in Ashland Municipal Code (AMC) Chapter 4.18 and Oregon Revised Statute (ORS) 271.080 thru 271.230.

Public Works performed an initial assessment to determine if a right of way vacation would be in the public interest. Due to topographic conditions and a lack of street features to the east, no current roadway would be expected to be developed. There is a storm drain line within the right of way and a public utility easement for it would need to be maintained moving forward if it were to be vacated. These documents would be reviewed and approved by City staff and the Legal Department prior to any final signatures or recordings.

4.18.010 Purpose

The purpose of this Chapter is to establish the procedure for processing requests for the vacation of public rights-of-way and places, and to require petitioners for vacation to deposit with the City Recorder a fee sufficient to cover the cost of publication, posting and other anticipated expenses as authorized by ORS [271.080](#), et seq.

4.18.020 Application

Any person interested in filing a petition for the vacation of all or part of any street, alley, or other public place, shall submit such petition in the form prescribed by the City Engineer pursuant to ORS [271.080](#), and upon filing of the petition shall deposit with the City Recorder a filing fee established by resolution of the City Council. (Ord. 2654, 1991; Ord. 2742, 1994)

- **This is not required if the Council initiates the vacation process as allowed by ORS.**

4.18.030 Review by Planning Commission

Upon receipt of the petition, the same shall be referred to the City Engineer for a determination of whether it contains the requested number of sworn signatures. The City Engineer shall return any petition not meeting the requirements of ORS [271.080](#), together with the filing fee to the petitioner. If the City Engineer determines that the petition is sufficient, it shall be referred to the City Planning Commission for its review and recommendation to the City Council. The Planning Commission shall submit its report to the City Council within sixty (60) days of receipt. Upon receipt of the report by the Commission, or if no report is received from the Commission upon the expiration of sixty (60) days, the City Manager shall set the matter for public hearing as set forth in ORS [271.100](#), et seq.

- **A Planning Commission meeting will be scheduled if the Council moves forward with the vacation process.**

4.18.040 Public Hearings

Public hearings shall be held as set forth in ORS [271.120](#), at which time the petitioner and all affected parties shall be afforded an opportunity to present their views either orally or in writing. The report of the Planning Commission, if any, shall be made a part of the record.

- **This is the action required of Council and would be scheduled for a date in the future after the Planning Commission public hearing.**



Council Business Meeting

- Since the approval process requires approval of an ordinance there would be a required first and second reading in order to become legally binding.

4.18.050 Action By Council

The City Council, after due consideration of testimony by affected parties, and the report of the Planning Commission may approve, reject, or modify the area proposed for vacation which in its sole judgment is deemed in the public interest.

FISCAL IMPACTS

The only resource requirements were/are associated with staff time to bring the vacation forward through the Planning Commission and City Council. SOU will be responsible for the development of new property deeds and recording the applicable documents with the County. If the property is vacated, it will become private and assessable for property taxes as part of the individual tax lots the right of way is vacated too. SOU does intend to sell off the individual lots regardless of whether the City decides to move forward with the vacation process. The vacation of the un-improved right of way will just add additional taxable land to the adjacent lots.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve initiating the vacation process for an un-improved section of Fern Street as defined in this staff report.

I move to take no action on the matter.

REFERENCES & ATTACHMENTS

None



ORDINANCE NO. 3276
AN ORDINANCE RELATING TO THE VACATION
OF A PORTION OF FERN STREET

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are bold-lined-through , and additions are <u>bold underlined</u> .

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

WHEREAS, The City of Ashland City Council initiated the vacation process as allowed by Oregon Revised Statutes (ORS) 271.130; and

WHEREAS, the Planning Commission of the City of Ashland has recommended that said portion of the roadway be vacated; and

WHEREAS, due notice of said petition for vacation has been given on September 20, 2025 in the manner and form required by law, and a hearing has been held thereon; and it appearing to the City Council of the City of Ashland that the public convenience and welfare will be served thereby and that this vacation is in the public interest.

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

SECTION 1. That the certain section of Fern Street located in the City of Ashland described as follows:

A Public Street Vacation of that portion of Fern Street between Roca Street and the easterly boundary of The Galey Addition to the City of Ashland, adjacent to those tracts of lands described as Lots 23, 24 & 25 within The Galey Addition to The City of Ashland laying situate within the Northwest Quarter of Section 15 in Township 39 South, Range 1 East of the Willamette Meridian in the City of Ashland, Jackson County, Oregon, being more particularly described and bounded as follows, to wit;

Commencing at a 1/2 inch iron pipe at the southeast corner of Roca Park Subdivision, recorded in Volume 18, Page 10 in the Plat Records of Jackson County, Oregon, situated on the east line of Lot 24 of the Galey Addition to the City of Ashland, recorded in Volume 3, Page 80 of said Plat Records; thence South 00°16'49" West, along said described east line, a distance of 59.94 feet to the southeast corner thereof, from which a 3/4 inch iron pipe bears North 89°43'11" West, 1.15 feet therefrom, the POINT OF BEGINNING; thence South 00°16'49" West along the east line of Fern Street, a distance of 60.00 feet to intersect the south line of said street; thence North 89°40'30" West, along said south line, 329.97 feet to a point from which a 3/4 inch iron pipe bears North 68°38'31" West, 0.43 feet; thence North 00°16'18" East, along the east line of Roca Street, 30.00 feet to the center line Fern Street; thence North 00°22'00" East continuing along the said east line, 30.00 feet to the southwest

corner of Lot 23 of said plat; thence South 89°40' 30" East, along the north line of said described Fern Street, being 30.00 feet north of, parallel with and adjacent to the former centerline of Fern Street, a distance of 329.92 feet to the POINT OF BEGINNING.

Containing 0.45 acres or 19,797 square feet, more or less

SECTION 2. The City Recorder is hereby directed to deliver a certified copy of this Ordinance No. 3276 to the County Clerk, County Assessor, and County Surveyor of Jackson County, Oregon.

SECTION 3. Codification. In preparing this ordinance for publication and distribution, the City Recorder shall not alter the sense, meaning, effect, or substance of the ordinance, but within such limitations, may:

- (a) Renumber sections and parts of sections of the ordinance;
- (b) Rearrange sections;
- (c) Change reference numbers to agree with renumbered chapters, sections or other parts;
- (d) Delete references to repealed sections;
- (e) Substitute the proper subsection, section, or chapter numbers;
- (f) Change capitalization and spelling for the purpose of uniformity;
- (g) Add headings for purposes of grouping like sections together for ease of reference; and
- (h) Correct manifest clerical, grammatical, or typographical errors.

SECTION 4. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.

PASSED by the City Council this _____ day of _____, 2025.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2025.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

Memo

DATE: August 26, 2025
TO: Planning Commissioners
FROM: Derek Severson, *Planning Supervisor*
RE: Fern Street Right-of-Way Vacation

Background

The Planning Commission conducted the public hearing on the potential vacation of the Fern Street right-of-way at the July 22nd meeting. Following the closing of the hearing, Commissioners left the record open for written testimony until August 26th, 2005 noting that the meeting would reconvene at 7:00 p.m. on August 26th and that the Commission would deliberate and make a recommendation at that time.

During the hearing, the Southern Oregon University project team questioned whether there was in fact a storm drainage line within the right-of-way as had been initially reported by the Public Works/Engineering Division, and Commissioners were hesitant to make a recommendation without knowing whether these facilities were in fact in place.

Commissioners also questioned whether the city would accept the proposed dedication of the Roca Creek riparian area, particularly given the potential maintenance costs including wildfire and riparian mitigation.

Storm Drainage Line

Public Works Director Scott Fleury has since confirmed that the storm drain line has been verified to exist and its route has been staked by city crews so that the University would have a basis for their surveyor to prepare a legal description of the necessary easement. Fleury also clarified that the sanitary sewer line which runs northward north of the Fern Street right-of-way is not within the right-of-way and is owned and maintained by the University through University property.

COMMUNITY DEVELOPMENT DEPARTMENT

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Ashland, Oregon 97520
ashlandoregon.gov

Tel: 541.488.5305
Fax: 541.552.2050
TTY:

800.735.2900

Acceptance of Dedication

A determination as to whether the city accepts the proposed dedication will ultimately need to be made by the City Manager's office and Council in coordination with Parks, and that determination will not come before a Planning Commission recommendation on the vacation is made.

Next Steps

When the meeting reconvenes on August 26th at 7:00 p.m., the record will need to be formally closed and the Commission can then deliberate to a recommendation to Council on the Fern Street right-of-way vacation.

As before, staff's recommendation remains that the Planning Commission forward a favorable recommendation to the City Council with regard to the vacation and ask that public pedestrian access be retained *in some form* to provide a connection from Roca Street to Madrone Street, and that a public utility easement be provided to accommodate the existing utilities in place within this segment of the Fern Street right-of-way.

REFERENCES & ATTACHMENTS

Attachment #1: Written testimony received since July 22nd hearing

COMMUNITY DEVELOPMENT DEPARTMENT

51 Winburn Way
Ashland, Oregon 97520
ashlandoregon.gov

Tel: 541.488.5305
Fax: 541.552.2050
TTY:

800.735.2900

Michael Sullivan

From: noreply@civicplus.com
Sent: Thursday, July 24, 2025 7:40 AM
To: planning
Subject: Online Form Submittal: Contact Planning Commission

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER]

Contact Planning Commission

Full Name	Greg O'Neill
Phone	[REDACTED]
Email Address	[REDACTED]
Subject	Roca Park Potential Solution
Type of Testimony	Written
Message	Good morning, I have an interest in Roca Park, to buy it from SOU, and to turn it into a food forest and mini-ecovillage to provide homes for people in need. I have read the issues regarding the storm drain, dead, and dying trees on the 3.56 acres of land, and will be able to handle those issues working with your commission, and with Mayor Graham. SOU is looking to sell the land to help offset their budget shortfall, and my White Tiger Group will be able to make them an offer that will solve their funding shortfall. Public access on the existing trail through the park, and the disc golf course, we can work with. If it is possible to compare notes on Roca Park, and how best to solve the issues it has, please let me know, thanks.
Attachment 1	<i>Field not completed.</i>
Attachment 2	<i>Field not completed.</i>
Attachment 3	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Michael Sullivan

From: Michael Sullivan
Sent: Wednesday, July 23, 2025 4:15 PM
To: Michael Sullivan
Subject: FW: Online Form Submittal: City Council Public Comment Form

Follow Up Flag: Follow up
Flag Status: Completed

City Council Public Comment Form

Public Comment

Use this form to submit public comment for City Council meetings. This form must be submitted by **10 a.m.** the day of the meeting to be on the record.

If you wish to speak to the Council in person at a meeting, you must fill out a Speaker Request form available on-site. Do not use this form.

Full Name Alyse Emdur

Meeting Date July 22

Email Address

Are you a City of Ashland resident? Yes

Indicate if you want to provide written testimony, or if you want to speak via Zoom. Via Zoom

Which agenda item would you like to address? Fern Street Right Away

Comments (Leave this section blank if you are requesting to speak electronically.) Dear Planning Commision,
I am sending public comment for the Planning Commission Special meeting on July 22, 2025, Agenda Item VI, Vacation of the Fern St Right of Way.
I was pleased to read the commission's suggestion to maintain a public footpath from Roca Street to SOU and Madrone Street to maintain connectivity between neighborhoods. Thank you for listening to our previous public comments and for prioritizing neighborhood walkability and connectivity. I urge the city to protect the trail attributes of this green footpath and not make it a paved walkway. Residents would like to see a natural foot path maintained, not a concrete sidewalk.
Roca Canyon has long been an important natural open space for SOU students and

residents to connect with nature and one another. With the development of residential homes, much of this will be lost. I urge SOU and the City of Ashland to please find a win-win solution to maintain public access to the Roca Creek Loop Trail that circles around the East and West sides of Roca Creek. I urge you to work with SOU to create a Recreational Easement to maintain public access to these trails which are on undevelopable land. The Roca Creek Loop Trail on the East side of Roca Creek is important to residents because unlike nearby Glenwood Park and Garden Way Park, Roca Canyon is actually wild. We value the unmanicured trails and the native trees and plants there. I understand that the City Counsel is focused on creating more housing in Ashland. I believe that we can have both housing and trails. We can have housing and still maintain access to public trails like the Roca Canyon Loop. Please protect this open space. Access to these natural trails attracts students and young families to Ashland. Access to these trails would also be a benefit to the future residents of Roca Park. According to Oregon's Recreational Immunity Law (ORS 105.682), a Recreational Easement would protect landowners from liability in the event that someone was hurt on the trails. Roca Creek is a protected waterway so homeowners will not be able to erect fences around it. Without a Recreational Easement, future property owners will be liable.

Thank you, Alyse

Upload a file or
image

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Michael Sullivan

From: Amy Swan <[REDACTED]>
Sent: Monday, August 18, 2025 9:58 AM
To: Planning Commission - Public Testimony
Cc: Derek Severson
Subject: August 12, 2025 Hearing Testimony

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER]

Dear members of the Planning Commission and SOU representatives,

I'm unable to attend tomorrow night's meeting, but I want to thank you again for the creative and generous solution SOU has proposed: offering to donate the non-buildable land in Roca Canyon to the City. I recognize the challenges SOU is facing right now with federal cuts and lower enrollment, and deeply appreciate your efforts to balance financial realities with community values.

As a neighbor and Ashland resident, this feels like a best-case scenario. It preserves the riparian corridor, honors SOU's history of stewardship, and creates a true win-win for both the University and the community. I sincerely hope the City accepts SOU's offer so that this special place remains wild and accessible. Just this past week, a bear and a couple cubs passed through Roca Canyon into our yard, reminding me how rare and meaningful it is to live alongside wildlife in the heart of town. I hope moments like that will continue for generations.

I also understand the responsibility this would place on Parks and Rec. To help, I've gathered a list of 16 neighbors ready to volunteer for trail maintenance and care. Our petition gathered 132 signatures (110 from Ashland residents), reflecting broad community support so I'm confident we could gather more volunteers if need be. We are eager to work alongside the City to ease concerns around wildfire risk, trail upkeep, and overall stewardship.

I respectfully urge the Planning Commission to recommend that City Council accept SOU's offer. Preserving this land would not only protect a vital wildlife corridor, but also honor SOU's student legacy, strengthen Ashland's livability, and ensure future generations can enjoy this unique greenspace.

With gratitude,
Amy Swan

Maintain Roca Canyon trails!

From Kate Hurster [REDACTED] >
Date Wed 2025-07-09 09:18 PM
To Planning Commission - Public Testimony <PC-public-testimony@ashland.or.us>

[EXTERNAL SENDER]

To whom it may concern,
Regarding the sale of Roca Park from SOU to a developer, my young family and I implore you to maintain an easement for public access to the trails and creek. Our family depends on it for much needed reprieves in nature. Please do the right thing, and keep land accessible to the people who need it most.
Best,
Kathryn Espinosa
--
Kate Hurster
she/her
[REDACTED]
[REDACTED]

A Proposal by Neighbors of SOU and Roca Canyon

Preserve Roca Canyon Trails

Presented by Amy Swan
July 11th, 2025

Dear Ashland City Council Members,

We, the neighbors of Roca Canyon, bring to your attention an important issue ahead of the July 15th meeting: the future of Roca Canyon. The trails in this **Linear Park** are heavily used by disc golfers, SOU students, neighborhood kids, residents, and wildlife. Our goal as neighbors to the campus – our beloved University woven into the very fabric of our city – is to present creative, collaborative solutions that benefit all parties.

Beyond its ecological and recreational value, **Roca Canyon is a place of connection and joy**, especially for our neighborhood's children. In spring, it's common to see kids from Leonard Street and Roca Street meeting at the bottom of the canyon, digging in the sand, splashing in the creek, and learning from nature in the most organic way. These spontaneous moments of play, wonder, and community (unstructured and screen-free) are increasingly rare in today's world. This trail system doesn't just link streets; it links childhoods, neighbors, recreational enthusiasts, and generations. Losing access would mean losing a shared, living classroom and backyard that has quietly shaped the rhythms of our lives.

We understand that SOU is selling the Roca Canyon property out of necessity and we empathize with their financial situation. SOU has been a generous neighbor and a **dedicated steward** of the land, maintaining both Roca Canyon and the disc golf course while providing **Public Access** to this **Natural Park**, which includes **Riparian Habitat**, **Open Space**, **Environmentally Constrained Lands**, and a vital **Wildlife Corridor**. The area supports **Passive Recreation** such as walking, hiking, bird watching, and **Visual and Auditory Solitude**. Unlike other neighborhood parks like Glenwood and Garden Way, **Roca Canyon** offers a unique opportunity to experience wilderness right in the heart of Ashland. We are grateful for SOU's long-standing commitment to keeping this space accessible.

Much of the land west of the creek has a 25% grade and could potentially be developed with city approval. The creek itself is protected by a **Conservation Zone**, which restricts development 40 feet in either direction. However, a future owner could still choose to block access. Trails on the east side, which fall on land with a 35% grade or greater, are effectively **Non-developable**. Our request is simple: we ask SOU and the City of Ashland to work with us to create a **recreational easement** that would preserve access to these trails for future generations.

We also request the preservation of a version of the **Fern Street Right-of-Way** as a **public footpath**, enhancing **Neighborhood Connectivity**, **Walkability**, and **Multi-Modal Transportation**. Although originally intended as a paved connection

between Roca Street and Leonard Street, the steep terrain makes this infeasible for vehicles. However, preserving this route for pedestrian use aligns directly with Ashland's **Comprehensive Plan** goals, including **Transportation Demand Management** and the creation of **Linking Trails** that support **Neighborhood Connections**.

Many residents use this route to walk from Roca Street through the canyon to Leonard Street, then loop around Pinecrest Terrace and back. We understand SOU's desire to vacate the Right-of-Way, but maintaining a **pedestrian Right-of-Way** (at least from Roca Street to the Conservation Zone) would be a reasonable compromise and would tie directly into the proposed recreational easement around the creek.

We recognize that trail maintenance will be essential. We've reached out to the **Ashland Woodlands & Trails Association**, who are reviewing our proposal, and we're also in touch with the **Southern Oregon Land Conservancy**, who may offer support or guidance.

This trail easement and Fern Street footpath would benefit **future developers and residents** alike. Public access to **parks, trails, and wildlife corridors** increases quality of life and **property values**. According to the article *How Open Spaces Impact Property Values* ([Michael Scisco, 2024](#)), homes within ¼ mile of protected open space have enjoyed increase in value. A recent National Association of Home Builders survey ([May 2024](#)) found that **65% of homebuyers** rank access to **trails** among the top five desired community features, and **66%** ranked proximity to **parks** in the same tier. For developers, this means **higher demand**, and a community identity grounded in **sustainability, health, and connection**.

Furthermore, Oregon's **Recreational Immunity Law** ([ORS 105.682](#)) protects landowners who allow public recreational use, stating:

"An owner of land is not liable in contract or tort for any personal injury, death or property damage that arises out of the use of the land for recreational purposes."

This law reassures both SOU and any future developers that trail access does not increase liability risk.

It's also worth noting that these trails have been used annually by the **SOU Science Department** for field studies, so much so that the University intended on turning this land into an Arboretum in their [2010-2020 Master Plan](#) (see pages 15, 26, 34, and 80). We've also seen **Ashland Fire & Rescue** conduct training here, along with **SOU ROTC** practice drills. These uses represent valuable opportunities for education and **risk preparedness**, especially in the face of intensifying wildfire seasons.

We would welcome the opportunity to participate in a **working group or exploratory session** with SOU, City Planners, and community representatives to shape a solution that honors all interests and preserves public value.

Quick Summary: What We're Asking For & Why It Matters

What we're asking for:

- A **recreational easement** to protect trail access along Roca Creek
- Preservation of the **Fern Street Right-of-Way** as a **pedestrian footpath**

Why this benefits everyone:

- **Supports Ashland's Comprehensive Plan** goals for walkability, connectivity, and multi-modal access
 - **Protects natural habitat**, open space, scenic beauty, and wildlife corridor
 - **Encourages outdoor recreation** and non-motorized transportation
 - **Respects SOU's legacy of stewardship** and community engagement
 - **Enhances neighborhood value** for future developers and residents
-

Preserving the Roca Canyon trail system, as well as maintaining a public trail that connects Roca Street to the Madrone and Leonard Street neighborhoods, is a win for everyone: SOU, neighborhood residents, future developers, wildlife, and visitors to our city. This modest request reflects the values our University and City stand for:

Multi-Modal Transportation, Environmental Stewardship, and protecting **natural Open Space** for future generations.

Enclosed with this letter are maps of the proposed **recreational easement**, photos and descriptions, and a petition currently circulating in support. The petition includes brief public testimony from signees and will be formally submitted on July 15th.

Thank you for considering our proposal.

Neighbors of SOU and Roca Canyon

Represented by Amy Swan

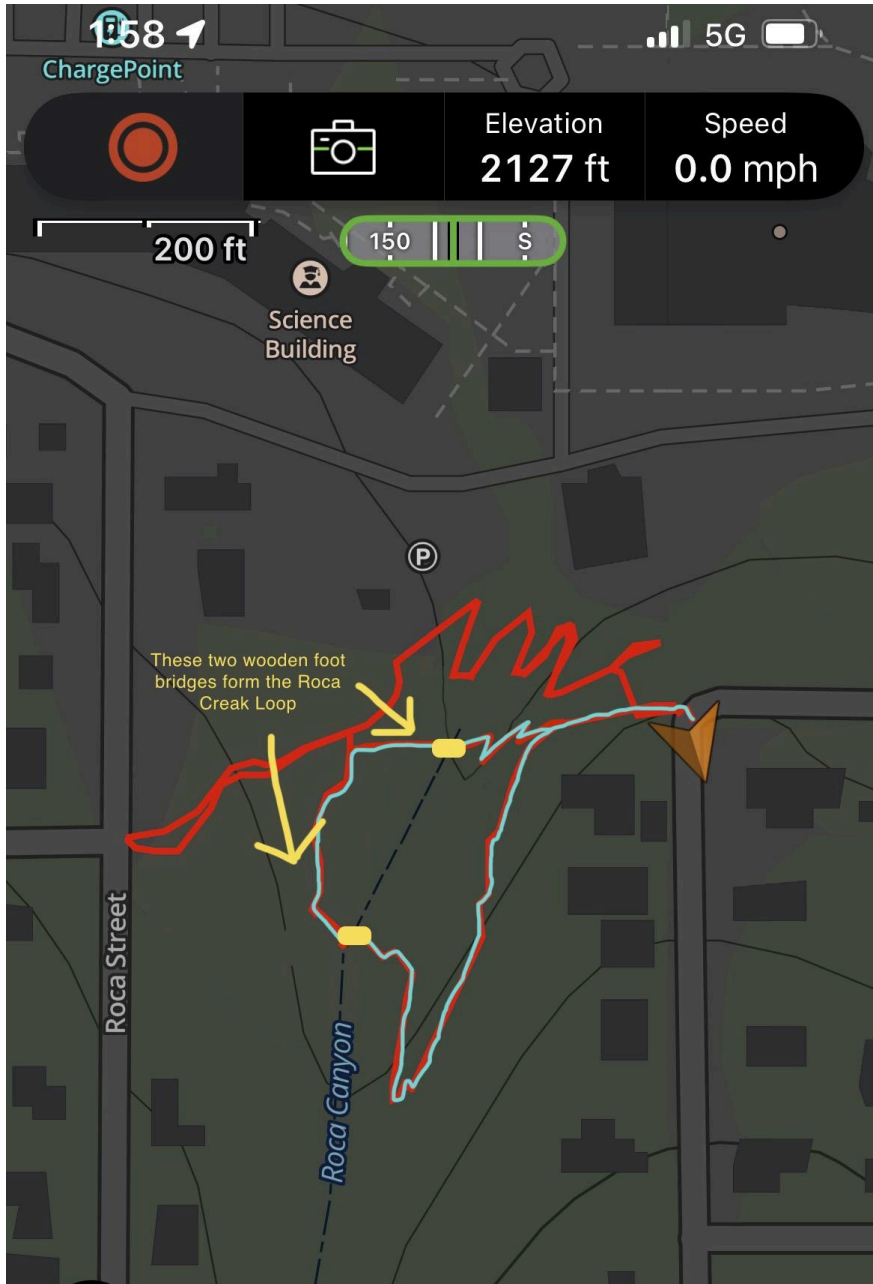


Figure 1.

This figure illustrates the main Roca Creek loop where we are proposing a recreational easement for Ashland Residents. The trail is on Non-Developable Land through a Riparian Habitat and Conservation Zone. The trail allows for Passive Recreation and Visual Auditory Solitude. We aim to preserve this loop in its current state.

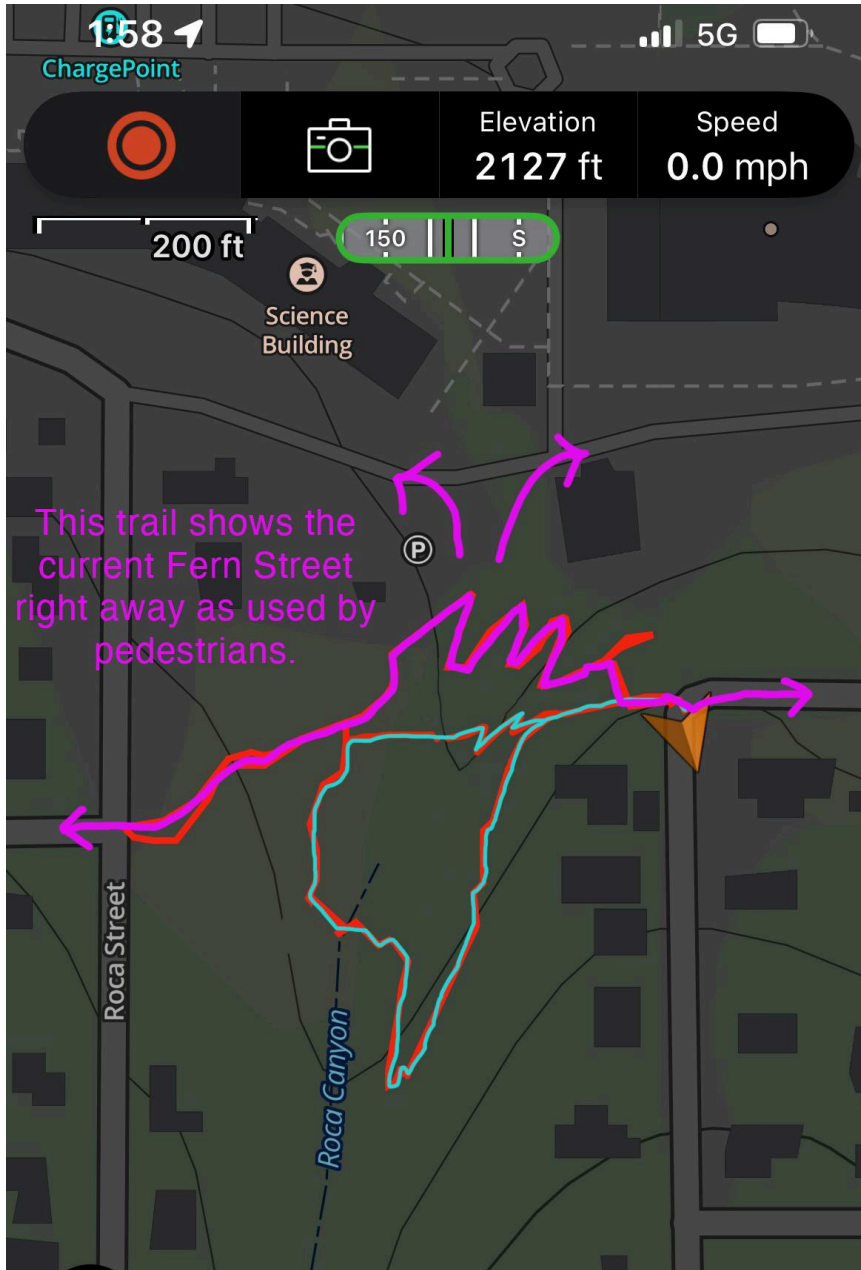


Figure 2.

This figure illustrates how the Fern Street Right Away has functioned for many decades, as a walking right away to connect two neighborhoods and the University. Preserving a version of this Right Away for pedestrian traffic would help the City of Ashland meet several goals identified in the Comprehensive Plan's Transportation Systems Plan including, Connectivity, Walkability, and Multi-Modal transportation.

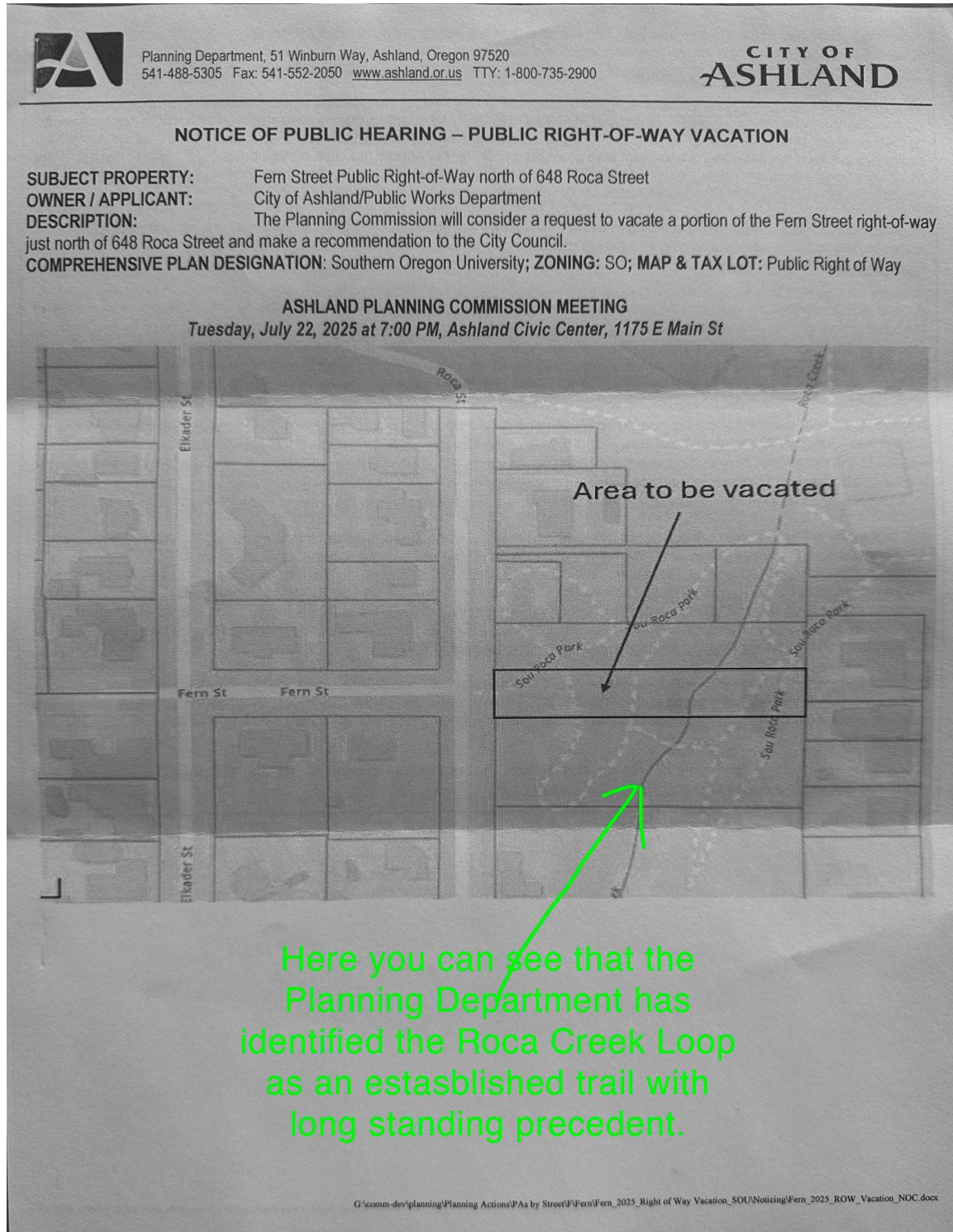


Figure 3.

This map was sent to the neighbors of Roca Park in a mailing that addresses the Fern St. Right-of-Way vacation request. The map identifies the trail system labeled “SOU Roca Park”, acknowledging that (although not public) these existing trails are used by pedestrians.

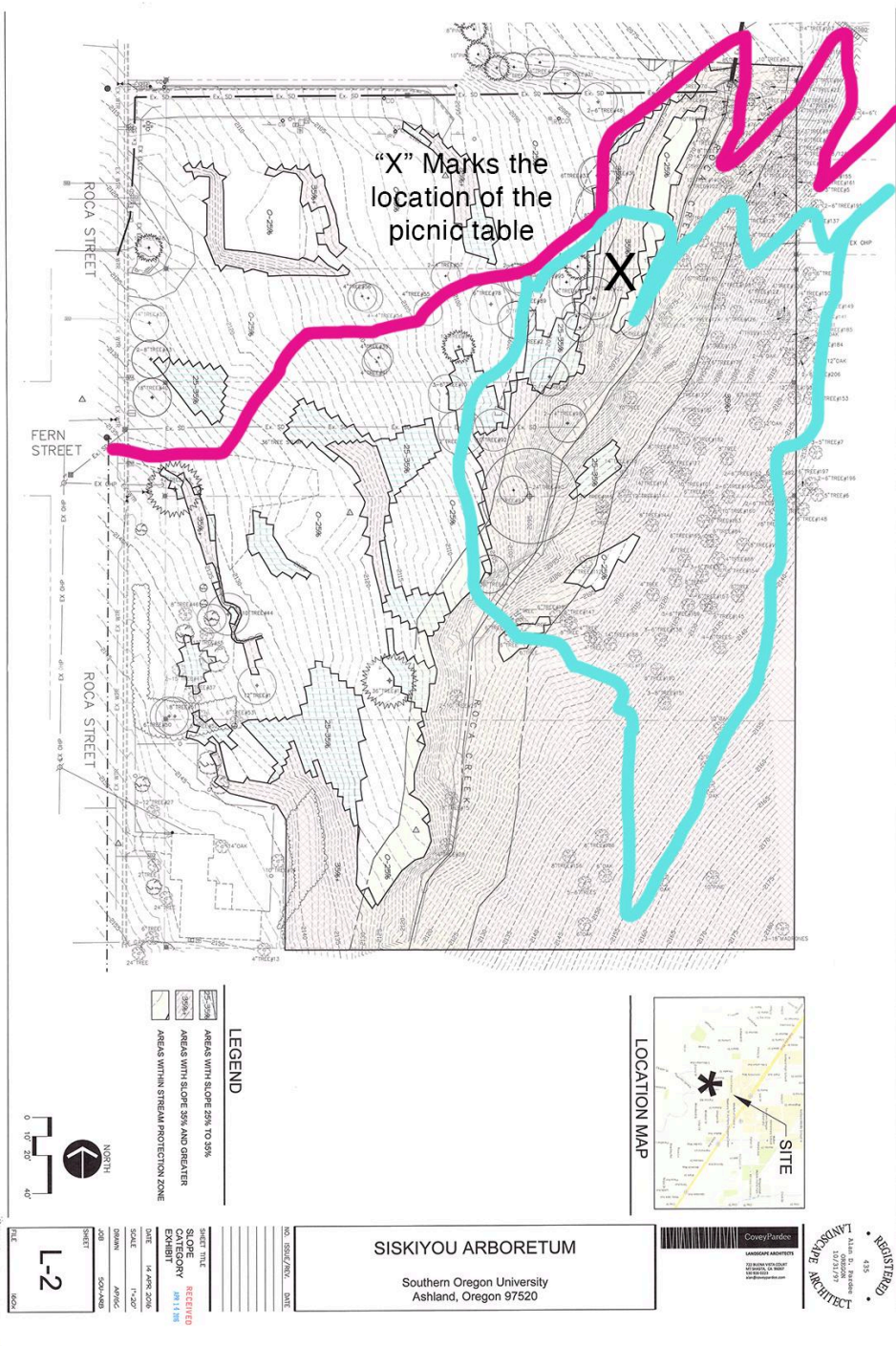


Figure 4.

This map illustrates the topography of the Roca Park property, with slope percentages and GPS-tracked trails overlaid. It highlights how much of the main trail system lies within the **Conservation Area** along Roca Creek and on land with slopes of 35% or greater. It also shows the existing **Fern Street footpath** connecting Roca Street (left) to Madrone and Leonard Streets (right).



Figure 5

This illustration shows the Roca Creek Loop Trail looking North. It is a well tread and clearly defined trail on the East side of Roca Creek on steep Non-Developable Land.



Figure 6

This illustration shows the Roca Creek Loop Trail looking South. It is a well tread and clearly defined trail on the East side of Roca Creek on steep Non-Developable Land.



Figure 7
This illustration shows the upper foot bridge



Figure 8
This illustration shows the lower foot bridge



Figure 9
This illustration shows Roca Creek in July 2025



Figure 10

This illustration shows the recreational picnic table close to the Roca Creek waterway in July 2025



Figure 11

This illustration shows the route from the Fern Street Right Away to the SOU Parking lot.

Petition

Link to the petition:

<https://docs.google.com/forms/d/e/1FAIpQLSeVsXkmfV0Mjusuz4zrJhl4TcB-xFEYWi7GBqb5lZTuHlFmnA/viewform>

We are currently at 55 e-signatures and counting. 81.8% of them are Ashland residents. 34 people so far have submitted comments on what Roca Canyon means to them, to be read in-person at the upcoming meeting on Tuesday, July 15th. Here are a few we've received:

"The world. I take my dogs there and play disc golf often."

"After important science classes at the SOU science building I would walk and meditate here. It's important for the community."

"I've lived by Roca Canyon for 20 years and it's been a part of my kids' life. We love to see it used by people being active and all the wildlife that we are privileged to see!"

"I love Roca Park! I play disc golf there 3 times a week. The Roca park side is the best part of the disc golf course!!!"

"I come to Ashland every year to see the plays. I play disc golf at your beautiful little course. I would like to see it preserved and not developed."

"Public spaces are dwindling everywhere and Ashland's protection of them is what makes it so special. Once the public loses access to a shared treasure it becomes nearly impossible to get back"

Number	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Are you an Ashland resident	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
1	7/8/2025 1	Amy Swan	665 Leonard St			Yes		"I affirm that the information I've provided is accurate and I support this petition."
2	7/8/2025 2	Christopher Stuart Mento	1654 Ashland St Ashland, OR 97520	Chrismstore90@gmail.coi	6074310718	Yes		"I affirm that the information I've provided is accurate and I support this petition."
3	7/8/2025 2	Alyse Emdur	1280 Madrone street	a.emdur@gmail.com	6462630096	Yes		"I affirm that the information I've provided is accurate and I support this petition."
4	7/8/2025 2	Christopher swan	665 Leonard St ashland Or 97520			Yes		"I affirm that the information I've provided is accurate and I support this petition."
5	7/8/2025 2	Timothy M Getman	183 Harrison St Ashland OR 97520	timgetman@gmail.com	2022765038	Yes		"I affirm that the information I've provided is accurate and I support this petition."
6	7/9/2025 7	Nelson Peter Wedin	2365 Morada Ln	nels@parheliabio.com	5414156394	Yes	After important science classes at the SOU science building I would walk and meditate here. It's important for the community.	"I affirm that the information I've provided is accurate and I support this petition."
7	7/9/2025 8	Monika Zarako-Dobrowne	1301 Evan Ln	Monika.zarako@gmail.com	3234476556	Yes		"I affirm that the information I've provided is accurate and I support this petition."
8	7/9/2025 8	Sara Weese	1001 Cove Rd	sara.d.weese@gmail.com	5412916634	Yes		"I affirm that the information I've provided is accurate and I support this petition."
9	7/9/2025 1	Wendy Fine	643 Leonard Street	pinkdiner@gmail.com	310-466-9797	Yes	Green space, waterway, and green views	"I affirm that the information I've provided is accurate and I support this petition."
10	7/9/2025 1	Mindi Morgan	625 South Mountain Avenue	mindimorgan@gmail.com	5419446439	Yes		"I affirm that the information I've provided is accurate and I support this petition."
11	7/9/2025 1	Vanessa Jo Bahr	475 Beach St	vanessajo.studio@gmail.c		Yes	Land should be accessible to all!	"I affirm that the information I've provided is accurate and I support this petition."
12	7/9/2025 1	NaTasha Fleming	8711 Yank Gulch Dr	natasharaefleming@gmail.	5302066470	No	This area provides safe family friendly outdoor recreation in natural spaces not manicured parks. Impeccable views and a beautiful stream my family has enjoyed for years. I hope to be able to keep using the space for our family time!	"I affirm that the information I've provided is accurate and I support this petition."
13	7/9/2025 1	Charlie Henry	1366 E Main St.	skyhawkhenry@gmail.com	5419685120	Yes	Public access to trails in space that cannot be developed is an important part of what makes our community great!	"I affirm that the information I've provided is accurate and I support this petition."
14	7/9/2025 1	Lily Fleming	8711 yank gulch	Lily.Fleming15@gmail.com	4582252423	No		"I affirm that the information I've provided is accurate and I support this petition."
15	7/9/2025 1	Hillary Rufi	704 Elkader St. Ashland	Davis.hillary16@gmail.com	5418409625	Yes	The precious green space must be protected!	"I affirm that the information I've provided is accurate and I support this petition."
16	7/9/2025 1	Darci Mason	460 Liberty St			Yes	We visit Roca park weekly to sit by the creek and enjoy nature. Please don't sell this land too! We're already reeling from the development coming near Henry and Mountain.	"I affirm that the information I've provided is accurate and I support this petition."
17	7/9/2025 1	Elise Pfrommer	1366 E Main St Ashland OR	elisepfrommer98@gmail.c	7814244245	Yes		"I affirm that the information I've provided is accurate and I support this petition."
18	7/9/2025 1	Daniel Golden	886 Oak Street Ashland OR 97520			Yes	Public spaces are dwindling everywhere and Ashland's protection of them is what makes it so special. Once the public loses access to a shared treasure it becomes nearly impossible to get back	"I affirm that the information I've provided is accurate and I support this petition."
19	7/9/2025 1	Élan Chardin Gombart	2978 Diane St	elangombart@gmail.com	5413011031	Yes		"I affirm that the information I've provided is accurate and I support this petition."
20	7/9/2025 1	Brian L Conrad	630 Leonard St	blconrad@gmail.com	5418906853	Yes	Community Park for all!	"I affirm that the information I've provided is accurate and I support this petition."
21	7/9/2025 1	Mary Chapman	680 elkader st	ms.maryjchapman@gmail.	5416104349	Yes	It's valuable gathering place for children and students and families. And provides a sanctuary for wildlife and natural flora	"I affirm that the information I've provided is accurate and I support this petition."
22	7/9/2025 1	Russell Chapman	715 Elkader St	rcam@ashlandhome.net	5418909551	Yes	Kids love sliding on the snow in winter	"I affirm that the information I've provided is accurate and I support this petition."
23	7/9/2025 1	Mary Candice Chapman	715 Elkader Street	dramamama@ashlandhom		Yes	Roca Park is a quiet green spot within walking distance of many homes.	"I affirm that the information I've provided is accurate and I support this petition."
24	7/9/2025 1	Aushna Shepherd	650 Leonard Street, Ashland Oregon 97520	Aushna@icloud.com	541-941-8094	Yes	I've lived by Roca canyon for 20 years and it's been a part of my kids life. We love to see it used by people being active and all the wildlife that we are privileged to see!	"I affirm that the information I've provided is accurate and I support this petition."
25	7/9/2025 2	ILENE GREGORIAN	733 Elkader Street Ashland OR 97520	igregorian@gmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
26	7/9/2025 2	Megan Hilfiker	1361 Quincy St Apt 9G	mhilfiker7@gmail.com	9712098968	Yes	The small little parks tucked into Ashland neighbors are crucial to keeping this town unique. Please do not remove that! Let us keep Roca Park!	"I affirm that the information I've provided is accurate and I support this petition."
27	7/9/2025 2	Elijah Gonzalez	1361 Quincy St	paracord6599@gmail.com	5594716363	Yes	Hands off public lands!! We need these areas for future generations to experience the beauty these places hold. Save this area! These trails are crucial to the residents of Ashland, both physical and mental. Outdoor spaces create a sense of belonging for folks, who can be themselves and be connected to nature. Save public lands!!!	"I affirm that the information I've provided is accurate and I support this petition."
28	7/9/2025 2	Susan Nunes	2385 Table Rock Rd. Space 43, Medford, OR 97501			No		"I affirm that the information I've provided is accurate and I support this petition."
29	7/9/2025 2	Jonah Clare Worthington	622 Drager St, Ashland, OR			Yes	It's everything to me. The discs, the trails, the creek... home	"I affirm that the information I've provided is accurate and I support this petition."

Number	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Are you an Ashland resident	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
30	7/9/2025 2	Karen Ann Larson	20208 Archie briggs rd	karenlarson42@gmail.com	541 948 6861	No	I was born in Medford and have gone back and forth living in Ashland and Bend my whole life and believe easements are very important to have to keep access to trails . This is beneficial for people's mental health to have access to natural areas	"I affirm that the information I've provided is accurate and I support this petition."
31	7/9/2025 2	Marshall Wolf	54 N Mountain Ave	marshallthewolf@gmail.co	7034023122	Yes	Roca Park is a fantastic hidden gem within the Ashland community. The disk golf course is the only one in town that I'm aware of!	"I affirm that the information I've provided is accurate and I support this petition."
32	7/9/2025 2	Kolya Schubert	1150 Ashland Street	kschubert@gmail.com	4049555361	Yes	The world. I take my dogs there and play disc golf often.	"I affirm that the information I've provided is accurate and I support this petition."
33	7/9/2025 2	Ashley Rad	952 b st	Ashleylrاد@gmail.com	9252065718	Yes		"I affirm that the information I've provided is accurate and I support this petition."
34	7/9/2025 2	Raegan Prawitz	591 Fairview st Ashland, Or	rpisa0709@gmail.com	5415808181	Yes		"I affirm that the information I've provided is accurate and I support this petition."
35	7/10/2025	Andrew Wallis	800 Elkader St	ahwallis@gmail.com	5628812145	Yes	Trails are part of Ashlands critical infrastructure. They promote health, community and overall well-being for a minimal price. Please keep the Roca Canyon trails open!	"I affirm that the information I've provided is accurate and I support this petition."
36	7/10/2025	Alaya Ketani	965 Siskiyou Blvd, Ashland, Or 97520	Hotal23@hmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
37	7/10/2025	Kimberly Wagner	1035 Eureka St	kwagner68@gmail.com	541 613 2426	Yes	I support access for SOU to this trail	"I affirm that the information I've provided is accurate and I support this petition."
38	7/10/2025	alexandra holman	644 normal ave, Ashland OR 97520	holman.alexandra@gmail.c		Yes		"I affirm that the information I've provided is accurate and I support this petition."
39	7/10/2025	January Jennings	882 Garden Way Ashland Oregon			Yes	Non-hardscape walking with nature.	"I affirm that the information I've provided is accurate and I support this petition."
40	7/10/2025	Jezra Daniel Fletcher	P.O box 765 Ashland Oregon 97520	Jezrafletcher@gmail.com	5416212123	Yes	I love the disc golf course and would be heart broken if it's taken away!	"I affirm that the information I've provided is accurate and I support this petition."
41	7/10/2025	Charles Wilson	17020 Railway Road Se Yelm Wa98597	Wilsonch@wave.com	360 789 0159	No	I come to Ashland every year to see the plays. I play disc golf at your beautiful little course. I would like to see it preserved and not developed.	"I affirm that the information I've provided is accurate and I support this petition."
42	7/10/2025	Debra Zaslow	692 Elkader St Ashland OR 97520	Dvorat@aol.com	5414820088	Yes	Great place for kids to Play.	"I affirm that the information I've provided is accurate and I support this petition."
43	7/10/2025	Loren James Bohnett	55 Granite St., Ashland, OR. 97520	Ljbohnnett@gmail.com		Yes	We moved to Ashland for the public space and wildlife. Rocca Park is a wonderful shared space. We hope it remains a park going forward.	"I affirm that the information I've provided is accurate and I support this petition."
44	7/10/2025	Cheryl Harden	61 Baum St	cherylharden63@gmail.cor	4083141515	Yes		"I affirm that the information I've provided is accurate and I support this petition."
45	7/10/2025	Richard Owen Baize	462 Liberty St.	Robaize@charter.net	541-261-3981	Yes		"I affirm that the information I've provided is accurate and I support this petition."
46	7/10/2025	Edward Harden	759 N Laurel St	edwardharden@gmail.com	6692736823	Yes		"I affirm that the information I've provided is accurate and I support this petition."
47	7/10/2025	Cynthia Lee Baize	462 Liberty St.	Clbaize@charter.net	541-944-6862	Yes		"I affirm that the information I've provided is accurate and I support this petition."
48	7/10/2025	Derek Hooker	100 eagle mill road Ashland Oregon 97520			Yes	I love Roca Park! I play disc golf there 3 times a week. The the Roca park side is the best part of the disc golf course!!!	"I affirm that the information I've provided is accurate and I support this petition."
49	7/10/2025	Victoria Bohnett	55 Granite Street	tbohnnett@gmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
50	7/10/2025	Felicia Betts	207 Van Vorst St , Jersey City NJ	felicia.k.betts@gmail.com	6098923648	No	I fully support everyone raising awareness to preserve access to these beautiful trails. As someone who hopes to visit this area one day, I want to see this land protected and thriving for both locals and visitors to enjoy. I also have friends who care deeply about this place, and I believe public access to these unbuildable areas is important for recreation, nature, and community well-being. Please secure a recreational easement so future generations can experience this special spot.	"I affirm that the information I've provided is accurate and I support this petition."
51	7/10/2025	Carla Bohnett	55 Granite St, Ashland OR	carla.m.bohnnett@gmail.cor	4086051158	Yes	All parks should be protected and permanent.	"I affirm that the information I've provided is accurate and I support this petition."
52	7/10/2025	Steven Carter	104 Darlington St, Medford, OR	lion-fullers0x@icloud.com	218-248-0118	No	It means traveling to Ashland for trail running followed by meals and entertainment at local businesses.	"I affirm that the information I've provided is accurate and I support this petition."
53	7/10/2025	Roy Ricky Ray	770 Hill St Jacksonville, Or.	rickray3@gmail.com	541-326-1214	No	It has a long history of being a recreational area open to the general public . It would be a shame to lose public access	"I affirm that the information I've provided is accurate and I support this petition."
54	7/10/2025	Melissa Cellini	Medford, OR	Cellinimelissa@gmail.com	N/a	No	I was an Ashland resident for 6 years and I live at residence 587 Roca Street for 3 years. The Roca trails and nature are essential for wildlife in the area. There is an abundance of black bears, deer, turkeys, and more and they NEED that space. There are already too many homes encroaching in their natural space as it is. Additionally, though I am not a disc golf person, there are also a lot of people who enjoy playing the sport there. This area is already small enough and does not need to be sold or repurposed for any other use. Leave the wildlife WILD!	"I affirm that the information I've provided is accurate and I support this petition."
55	7/11/2025	Seth Thomas	322 Garfield St. Ashland	somastheth@gmail.com	2075920517	Yes	It such a nice green space. I have have many good times playing disk golf there	"I affirm that the information I've provided is accurate and I support this petition."

Dear Ashland City Council Members,

As of today, July 14th at 3:00 PM, **103 people have signed a petition** in support of preserving the **Roca Canyon trail system and Fern St. footpath** and maintaining **public access** to this beloved green space.

Attached, you'll find:

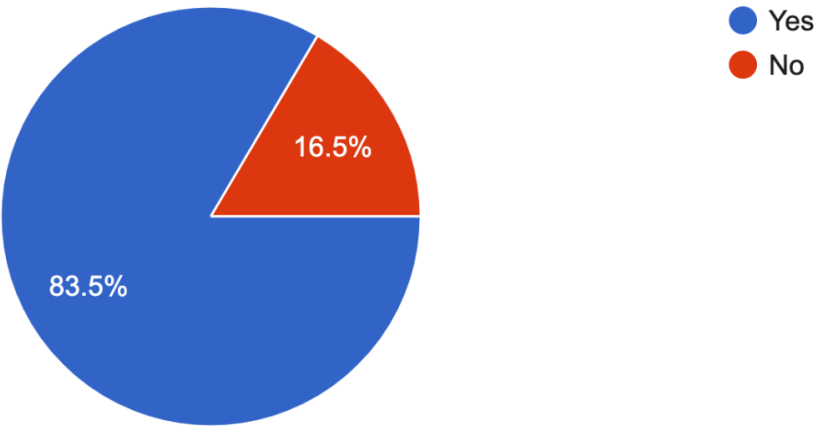
- A full list of petition signers, including names, addresses, and personal comments
- A chart showing the breakdown of **Ashland residents vs. visitors** who signed

Thank you for taking the time to read through these messages. We hope the community's words help illustrate just how deeply **Roca Canyon matters** to your constituents and to those who love and visit Ashland.

With appreciation,
Amy Swan

Are you an Ashland resident

103 responses



#	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Ashland resident?	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
1	7/8/2025 1:	Amy Swan	665 Leonard St			Yes		"I affirm that the information I've provided is accurate and I support this petition."
2	7/8/2025 2:	Christopher Stuart Mentore	1654 Ashland St Ashland, OR 97520	Chrismentore90@gmail.com	6074310718	Yes		"I affirm that the information I've provided is accurate and I support this petition."
3	7/8/2025 2:	Alyse Emdur	1280 Madrone street	a.emdur@gmail.com	6462630096	Yes		"I affirm that the information I've provided is accurate and I support this petition."
4	7/8/2025 2:	Christopher swan	665 Leonard St ashland Or 97520			Yes		"I affirm that the information I've provided is accurate and I support this petition."
5	7/8/2025 2:	Timothy M Getman	183 Harrison St Ashland OR 97520	timgetman@gmail.com	2022765038	Yes		"I affirm that the information I've provided is accurate and I support this petition."
6	7/9/2025 7:	Nelson Peter Wedin	2365 Morada Ln	nels@parheliabio.com	5414156394	Yes	After important science classes at the SOU science building I would walk and meditate here. It's important for the community.	"I affirm that the information I've provided is accurate and I support this petition."
7	7/9/2025 8:	Monika Zarako-Dobrowner	1301 Evan Ln	Monika.zarako@gmail.com	3234476556	Yes		"I affirm that the information I've provided is accurate and I support this petition."
8	7/9/2025 8:	Sara Weese	1001 Cove Rd	sara.d.weese@gmail.com	5412916634	Yes		"I affirm that the information I've provided is accurate and I support this petition."
9	7/9/2025 1:	Wendy Fine	643 Leonard Street	pinkdiner@gmail.com	310-466-9797	Yes	Green space, waterway, and green views	"I affirm that the information I've provided is accurate and I support this petition."
10	7/9/2025 1:	Mindi Morgan	625 South Mountain Avenue	mindimorgan@gmail.com	5419446439	Yes		"I affirm that the information I've provided is accurate and I support this petition."
11	7/9/2025 1:	Vanessa Jo Bahr	475 Beach St	vanessajo.studio@gmail.com		Yes	Land should be accessible to all!	"I affirm that the information I've provided is accurate and I support this petition."
12	7/9/2025 1:	NaTasha Fleming	8711 Yank Gulch Dr	natasharaefleming@gmail.cc	5302066470	No	This area provides safe family friendly outdoor recreation in natural spaces not manicured parks. Impeccable views and a beautiful stream my family has enjoyed for years. I hope to be able to keep using the space for our family time!	"I affirm that the information I've provided is accurate and I support this petition."
13	7/9/2025 1:	Charlie Henry	1366 E Main St.	skyhawkhenry@gmail.com	5419685120	Yes	Public access to trails in space that cannot be developed is an important part of what makes our community great!	"I affirm that the information I've provided is accurate and I support this petition."
14	7/9/2025 1:	Lily Fleming	8711 yank gulch	Lily.Fleming15@gmail.com	4582252423	No		"I affirm that the information I've provided is accurate and I support this petition."
15	7/9/2025 1:	Hillary Rufi	704 Elkader St. Ashland	Davis.hillary16@gmail.com	5418409625	Yes	The precious green space must be protected!	"I affirm that the information I've provided is accurate and I support this petition."
16	7/9/2025 1:	Darci Mason	460 Liberty St			Yes	We visit Roca park weekly to sit by the creek and enjoy nature. Please don't sell this land too! We're already reeling from the development coming near Henry and Mountain.	"I affirm that the information I've provided is accurate and I support this petition."
17	7/9/2025 1:	Elise Pfrommer	1366 E Main St Ashland OR	elisepfrommer98@gmail.com	7814244245	Yes		"I affirm that the information I've provided is accurate and I support this petition."
18	7/9/2025 1:	Daniel Golden	886 Oak Street Ashland OR 97520			Yes	Public spaces are dwindling everywhere and Ashland's protection of them is what makes it so special. Once the public loses access to a shared treasure it becomes nearly impossible to get back	"I affirm that the information I've provided is accurate and I support this petition."
19	7/9/2025 1:	Élan Chardin Gombart	2978 Diane St	elangombart@gmail.com	5413011031	Yes		"I affirm that the information I've provided is accurate and I support this petition."

#	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Ashland resident?	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
20	7/9/2025 11:16	Brian L Conrad	630 Leonard St	blconrad@gmail.com	5418906853	Yes	Community Park for all!	"I affirm that the information I've provided is accurate and I support this petition."
21	7/9/2025 11:16	Mary Chapman	680 elkader st	ms.maryjchapman@gmail.co	5416104349	Yes	It's valuable gathering place for children and students and families. And provides a sanctuary for wildlife and natural flora	"I affirm that the information I've provided is accurate and I support this petition."
22	7/9/2025 11:16	Russell Chapman	715 Elkader St	rcam@ashlandhome.net	5418909551	Yes	Kids love sliding on the snow in winter	"I affirm that the information I've provided is accurate and I support this petition."
23	7/9/2025 11:16	Mary Candice Chapman	715 Elkader Street	dramamama@ashlandhome.		Yes	Roca Park is a quiet green spot within walking distance of many homes.	"I affirm that the information I've provided is accurate and I support this petition."
24	7/9/2025 11:16	Aushna Shepherd	650 Leonard Street, Ashland Oregon 97520	Aushna@icloud.com	541-941-8094	Yes	I've lived by Roca canyon for 20 years and it's been a part of my kids life. We love to see it used by people being active and all the wildlife that we are privileged to see!	"I affirm that the information I've provided is accurate and I support this petition."
25	7/9/2025 2:11	ILENE GREGORIAN	733 Elkader Street Ashland OR 97520	igregorian@gmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
26	7/9/2025 2:11	Megan Hilfiker	1361 Quincy St Apt 9G	mhilfiker7@gmail.com	9712098968	Yes	The small little parks tucked into Ashland neighbors are crucial to keeping this town unique. Please do not remove that! Let us keep Roca Park!	"I affirm that the information I've provided is accurate and I support this petition."
27	7/9/2025 2:12	Elijah Gonzalez	1361 Quincy St	paracord6599@gmail.com	5594716363	Yes	Hands off public lands!! We need these areas for future generations to experience the beauty these places hold. Save this area! These trails are crucial to the residents of Ashland, both physical and mental. Outdoor spaces create a sense of belonging for folks, who can be themselves and be connected to nature. Save public lands!!!	"I affirm that the information I've provided is accurate and I support this petition."
28	7/9/2025 2:12	Susan Nunes	2385 Table Rock Rd.Space 43, Medford, OR 97501			No		"I affirm that the information I've provided is accurate and I support this petition."
29	7/9/2025 2:12	Jonah Clare Worthington	622 Drager St, Ashland, OR			Yes	It's everything to me. The discs, the trails, the creek... home	"I affirm that the information I've provided is accurate and I support this petition."
30	7/9/2025 2:12	Karen Ann Larson	20208 Archie briggs rd	karenlarson42@gmail.com	541 948 6861	No	I was born in Medford and have gone back and forth living in Ashland and Bend my whole life and believe easements are very important to have to keep access to trails . This is beneficial for people's mental health to have access to natural areas	"I affirm that the information I've provided is accurate and I support this petition."
31	7/9/2025 2:12	Marshall Wolf	54 N Mountain Ave	marshallthewolf@gmail.com	7034023122	Yes	Roca Park is a fantastic hidden gem within the Ashland community. The disk golf course is the only one in town that I'm aware of!	"I affirm that the information I've provided is accurate and I support this petition."
32	7/9/2025 2:12	Kolya Schubert	1150 Ashland Street	kschubert@gmail.com	4049555361	Yes	The world. I take my dogs there and play disc golf often.	"I affirm that the information I've provided is accurate and I support this petition."
33	7/9/2025 2:12	Ashley Rad	952 b st	Ashleylrاد@gmail.com	9252065718	Yes		"I affirm that the information I've provided is accurate and I support this petition."
34	7/9/2025 2:12	Raegan Prawitz	591 Fairview st Ashland, Or	rpisa0709@gmail.com	5415808181	Yes		"I affirm that the information I've provided is accurate and I support this petition."
35	7/10/2025 11:16	Andrew Wallis	800 Elkader St	ahwallis@gmail.com	5628812145	Yes	Trails are part of Ashlands critical infrastructure. They promote health, community and overall well-being for a minimal price. Please keep the Roca Canyon trails open!	"I affirm that the information I've provided is accurate and I support this petition."
36	7/10/2025 11:16	Alaya Ketani	965 Siskiyou Blvd, Ashland, Or 97520	Hotai23@hotmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
37	7/10/2025 11:16	Kimberly Wagner	1035 Eureka St	kwagner68@gmail.com	541 613 2426	Yes	I support access for SOU to this trail	"I affirm that the information I've provided is accurate and I support this petition."

#	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Ashland resident?	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
38	7/10/2025	alexandra holman	644 normal ave, Ashland OR 97520	holman.alexandra@gmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
39	7/10/2025	January Jennings	882 Garden Way Ashland Oregon			Yes	Non-hardscape walking with nature.	"I affirm that the information I've provided is accurate and I support this petition."
40	7/10/2025	Jezra Daniel Fletcher	P.O box 765 Ashland Oregon 97520	Jezraffletcher@gmail.com	5416212123	Yes	I love the disc golf course and would be heart broken if it's taken away!	"I affirm that the information I've provided is accurate and I support this petition."
41	7/10/2025	Charles Wilson	17020 Railway Road Se Yelm Wa98597	Wilsonch@wave.com	360 789 0159	No	I come to Ashland every year to see the plays. I play disc golf at your beautiful little course. I would like to see it preserved and not developed.	"I affirm that the information I've provided is accurate and I support this petition."
42	7/10/2025	Debra Zaslow	692 Elkader St Ashland OR 97520	Dvorat@aol.com	5414820088	Yes	Great place for kids to Play.	"I affirm that the information I've provided is accurate and I support this petition."
43	7/10/2025	Loren James Bohnett	55 Granite St., Ashland, OR. 97520	Ljbohnnett@gmail.com		Yes	We moved to Ashland for the public space and wildlife. Rocca Park is a wonderful shared space. We hope it remains a park going forward.	"I affirm that the information I've provided is accurate and I support this petition."
44	7/10/2025	Cheryl Harden	61 Baum St	cherylharden63@gmail.com	4083141515	Yes		"I affirm that the information I've provided is accurate and I support this petition."
45	7/10/2025	Richard Owen Baize	462 Liberty St.	Robaize@charter.net	541-261-3981	Yes		"I affirm that the information I've provided is accurate and I support this petition."
46	7/10/2025	Edward Harden	759 N Laurel St	edwardharden@gmail.com	6692736823	Yes		"I affirm that the information I've provided is accurate and I support this petition."
47	7/10/2025	Cynthia Lee Baize	462 Liberty St.	Clbaize@charter.net	541-944-6862	Yes		"I affirm that the information I've provided is accurate and I support this petition."
48	7/10/2025	Derek Hooker	100 eagle mill road Ashland Oregon 97520			Yes	I love Roca Park! I play disc golf there 3 times a week. The the Roca park side is the best part of the disc golf course!!!	"I affirm that the information I've provided is accurate and I support this petition."
49	7/10/2025	Victoria Bohnett	55 Granite Street	tbohnnett@gmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
50	7/10/2025	Felicia Betts	207 Van Vorst St , Jersey City NJ	felicia.k.betts@gmail.com	6098923648	No	I fully support everyone raising awareness to preserve access to these beautiful trails. As someone who hopes to visit this area one day, I want to see this land protected and thriving for both locals and visitors to enjoy. I also have friends who care deeply about this place, and I believe public access to these unbuildable areas is important for recreation, nature, and community well-being. Please secure a recreational easement so future generations can experience this special spot.	"I affirm that the information I've provided is accurate and I support this petition."
51	7/10/2025	Carla Bohnett	55 Granite St, Ashland OR	carla.m.bohnnett@gmail.com	4086051158	Yes	All parks should be protected and permanent.	"I affirm that the information I've provided is accurate and I support this petition."
52	7/10/2025	Steven Carter	104 Darlington St, Medford, OR	lion-fullers0x@icloud.com	218-248-0118	No	It means traveling to Ashland for trail running followed by meals and entertainment at local businesses.	"I affirm that the information I've provided is accurate and I support this petition."
53	7/10/2025	Roy Ricky Ray	770 Hill St Jacksonville, Or.	rickray3@gmail.com	541-326-1214	No	It has a long history of being a recreational area open to the general public . It would be a shame to lose public access	"I affirm that the information I've provided is accurate and I support this petition."

#	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Ashland resident?	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
54	7/10/2025	ˆ Melissa Cellini	Medford, OR	Cellinimelissa@gmail.com	N/a	No	I was an Ashland resident for 6 years and I live at residence 587 Roca Street for 3 years. The Roca trails and nature are essential for wildlife in the area. There is an abundance of black bears, deer, turkeys, and more and they NEED that space. There are already too many homes encroaching in their natural space as it is. Additionally, though I am not a disc golf person, there are also a lot of people who enjoy playing the sport there. This area is already small enough and does not need to be sold or repurposed for any other use. Leave the wildlife WILD!	"I affirm that the information I've provided is accurate and I support this petition."
55	7/11/2025	ˆ Seth Thomas	322 Garfield St. Ashland OR	somastheth@gmail.com	2075920517	Yes	It such a nice green space. I have have many good times playing disk golf there	"I affirm that the information I've provided is accurate and I support this petition."
56	7/11/2025	ˆ Helen Lee Eckard	857 BlackBerry Lane, Ashland, OR 97520	quilternyc@gmail.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
57	7/11/2025	ˆ Valeria Breiten	1185 Fern st	valeriabreiten@gmail.com	4806887442	Yes	It is nature, animals, walking access to stores, view of trees and mountains, quiet.	"I affirm that the information I've provided is accurate and I support this petition."
58	7/11/2025	ˆ Lily Shepherd	650 Leonard Street	nalaeve@yahoo.com		Yes		"I affirm that the information I've provided is accurate and I support this petition."
59	7/12/2025	ˆ Diane K. Vaillancourt	223 John Street, Santa Cruz, CA 95060	vaillancourt@cruzio.com	8313322303	No	Ashland is a place where retirees like myself look to relocate. It is a friendly, indeed open-hearted, city that offers closeness to nature, many cultural opportunities, and a top-flight university. I had the pleasure of walking Roca Park's trails last month. That park is a jewel in Ashland's heart. It speaks to the City's and University's commitment to preserving quality of life for its inhabitants, people and nature alike. In these anxious times, preserving closeness to nature is an especially strong value for people like me. It is my hope that the City and University will see the benefit in allowing the requested public easement and right of way. Thank you.	"I affirm that the information I've provided is accurate and I support this petition."
60	7/12/2025	ˆ Alison Laughlin	717 Roca St Ashland OR		5414823196	Yes	It is very important.	"I affirm that the information I've provided is accurate and I support this petition."
61	7/12/2025	ˆ Dalia Richmond	891 Roca St, Ashland, OR	richmonddalia@gmail.com	5306431848	Yes		"I affirm that the information I've provided is accurate and I support this petition."
62	7/12/2025	ˆ Anna Friend	668 Leonard St.	friend.anna@gmail.com	5412509556	Yes	We walk our dog there and use it for recreation. We also live nearby and see it as a critical wildlife corridor that is worth preserving.	"I affirm that the information I've provided is accurate and I support this petition."
63	7/12/2025	ˆ Sarah Ross	63259 NW Lavacrest Street Bend, OR	sarahmross00@gmail.com	9709031925	No		"I affirm that the information I've provided is accurate and I support this petition."
64	7/12/2025	ˆ Christina Ammon	150 Rocky Knoll Lane	ChristinaAmmonWriter@gmail.com		No		"I affirm that the information I've provided is accurate and I support this petition."
65	7/12/2025	ˆ Amy Titus	430 Morton St.	lahondahiker@gmail.com	4158904957	Yes		"I affirm that the information I've provided is accurate and I support this petition."
66	7/12/2025	ˆ Robert Sals	5187 E. 149th Place, Thornton, CO 80602	robbsals@icloud.com	7206208004	No	My daughter lives in Ashland. I visit her often, and when I do, walking the trails of Roca Park is one of the things I very much enjoy doing. Ashland's dedication to preserving its beautiful natural environment is one of the things I love about this city. I hope the Roca Park trails are preserved for generations to come.	"I affirm that the information I've provided is accurate and I support this petition."
67	7/12/2025	ˆ Alexis Mixer	119 Madison street, Talent OR	alexismixer@gmail.com	2032603783	No	I hike this area frequently and really appreciate the open spaces that remain in the neighborhood. It also allows for safe spaces for deer especially during fawning season. This is so necessary and provides a lot of benefit to the community! Please don't let this land be developed.	"I affirm that the information I've provided is accurate and I support this petition."

#	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Ashland resident?	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
68	7/12/2025	Chella Foster-Flynn	2521 Verano rd, Irvine, CA	chellafosterflynn@gmail.com	9712766732	No	Many SOU alumni and neighborhood members have very specific memories in this canyon. It is essential to the area that it remain accessible for people to walk, read by the stream, and cross to the other side. It is important to have access to spaces like this so we can build a community that appreciates the specific ecosystem and land that SOU and Ashland is situated in, and Roca canyon's stream and oak grove is a perfect example of this.	"I affirm that the information I've provided is accurate and I support this petition."
69	7/12/2025	Elaine Hebert	1504 Oregon St	ehebert@igc.org		Yes		"I affirm that the information I've provided is accurate and I support this petition."
70	7/12/2025	Maryann short	1025 timberline terrace			Yes		"I affirm that the information I've provided is accurate and I support this petition."
71	7/12/2025	Barbara Magee	258 A Street #1-76	barbmagee43912@gmail.com	5419418426	Yes		"I affirm that the information I've provided is accurate and I support this petition."
72	7/12/2025	Vanessa Campbell	1183 Prospect St	v.campbell84@yahoo.com	2149490502	Yes	It's a beautiful park to walk to with my grandkids. They love to go to see all the deer roaming and watch the older kids play frisbee on the disc golf course. There are old beautiful trees that have been there forever too. So many animals depend on that land for their homes.	"I affirm that the information I've provided is accurate and I support this petition."
73	7/12/2025	Joseph Freedman	655 Leonard St Ashland Oregon 97520	freedman.joseph@gmail.com	4074633789	Yes	Save this green space!	"I affirm that the information I've provided is accurate and I support this petition."
74	7/12/2025	Hailey Dickson	315 Stoneridge Avenue	haileyrdickson@gmail.com	4088573607	Yes	I walk there all the time. It's lovely and peaceful and close. Starting going when I first started at SOU in 2019	"I affirm that the information I've provided is accurate and I support this petition."
75	7/13/2025	Jason Brooks	439 Beach St	grasslandman@gmail.com	5416319406	Yes	This park and others like it within our neighborhood add to the unique open space ethic of our community. It would be ideal if the space was not developed as open places provide homes and safe passage for wildlife as well as recreational opportunities for residents. If the space must be developed, it is crucial that an easement be granted for trail use for not only residents but wildlife as well.	"I affirm that the information I've provided is accurate and I support this petition."
76	7/13/2025	Deborah Herron Mulligan	606 Ashland st	Dher1@aol.com	3233656134	Yes	Keeping greenscape , parks and trails with in the residential community is integral for a beautiful atmosphere and outdoor activities . This is why we choose to live here.	"I affirm that the information I've provided is accurate and I support this petition."
77	7/13/2025	Alicia Diaz	15588 Highway 238	ayurvedawithalicia@gmail.co	6195724372	No		"I affirm that the information I've provided is accurate and I support this petition."
78	7/13/2025	Kathy Uhtoff	633 Roca Street	Kathyuhtoff@yahoo.com	541-488-0603	Yes	I feel that the quality of life in Ashland is enhanced by the current amount of open space. It is a tragedy to take it away.	"I affirm that the information I've provided is accurate and I support this petition."
79	7/13/2025	Nancy K Boyer	425 Normal Ave Ashland OR	boyerbeware@yahoo.com	5418412541	Yes	Keep the Rocca Canyon for open space and connected trails.	"I affirm that the information I've provided is accurate and I support this petition."
80	7/13/2025	Stephen Burns	843 south mountain ave	burnsfish@hotmail.com	5412536147	Yes	A nice open space that we use regularly for walks with our dogs and family.	"I affirm that the information I've provided is accurate and I support this petition."
81	7/13/2025	Ani Hansen	650 Monroe St. Ashland Oregon, 97520	anisophene@gmail.com	707-477-8187	Yes	Roca canyon is a wild animal refuge. They go their to drink water. It's extremely important not to sell off and privatize and keep it open for the community and wildlife. I walk there everyday with my dog and enjoy the nature. It's a shame the university is trying to privatize open land and cut off a natural resource to the wildlife. It needs to remain open for the whole community and the animals we share this land with. I'm beyond disappointed in the university. All they want is money, and they don't care about our community. Roca canyon NEEDS to remain open.	"I affirm that the information I've provided is accurate and I support this petition."

#	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Ashland resident?	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
82	7/13/2025	† Patricia Ajemian	650 Monroe Street	pajemian@sbcglobal.net	650-619-9424	Yes	Roca Park has been a part of the city since SOU was founded. Ashland is known for its respect for the environment and wildlife, which is one of the reasons people take pride in their city. Please do not privatize a natural resource. The wildlife in the area uses it everyday along with the people in Ashland. Please let Roca Park be preserved as a wildlife corridor.	"I affirm that the information I've provided is accurate and I support this petition."
83	7/13/2025	† Robert Rawlings	443 Liberty St	rhrawlings@gmail.com	4154687296	Yes	Ashland residents love the disk course and dog walkers also love it. It's full of heritage fruit trees, and conifers.	"I affirm that the information I've provided is accurate and I support this petition."
84	7/13/2025	· Laura Burke	1124 , Tolman Creek Road	laurajburke27@gmail.com	5039755072	Yes		"I affirm that the information I've provided is accurate and I support this petition."
85	7/13/2025	· Teresa Coppedge	2927 Barbara St, Ashland, OR 97520			Yes	I love trails, the recreation and access they provide, in this case the U and neighborhood.	"I affirm that the information I've provided is accurate and I support this petition."
86	7/13/2025	· Adam Garrett	368 Bridge Street	lsuninspired@gmail.com	5037500774	Yes	I'm a double majoring pre-med and art student at SOU and this area is one of my favorites to walk around when I need to destress and reconnect after classes. I hope this gains the traction it deserves, SOU (and the federal government imo) needs to do better <3	"I affirm that the information I've provided is accurate and I support this petition."
87	7/13/2025	· Juliane Z Parker	518 Oak St			Yes	Roca park is awesome. I use to walk that all the time in between study breaks. This is a great access for everyone	"I affirm that the information I've provided is accurate and I support this petition."
88	7/13/2025	· Claire F Cross	714 Beach St			Yes	SOU owns many other properties that are suitable for building. Roca Canyon is not. Developing it would be environmentally irresponsible. Leave it alone.	"I affirm that the information I've provided is accurate and I support this petition."
89	7/13/2025	· Shereen Perillat	765 W Pebble Beach Dr	Shereenperillat@gmail.com	435-313-3294	Yes		"I affirm that the information I've provided is accurate and I support this petition."
90	7/13/2025	· Victoria C Leo	350 Mobile Drive	victoria.leo.reiki@gmail.com		Yes	We need to preserve these trails - and without access they are lost. We can't rely on verbal assurances of a new landowner! Verbal contracts are worthless. There must be legally-guaranteed access for well-behaved citizens to hike and recreate. This waterway and land is a PUBLIC resource and we can't allow another affluent new home builder to block our recreation. Thank you.	"I affirm that the information I've provided is accurate and I support this petition."
91	7/13/2025	· Aaron Perillat	765 W Pebble Beach Dr	Barview@gmail.com	541-646-0660	Yes		"I affirm that the information I've provided is accurate and I support this petition."
92	7/13/2025	· Blair Wojcik	1964 Mae St	blairwojcik@gmail.com	7347658233	Yes	The City needs to serve all people who live here, not just the wealthy. Their continued mismanagement of funds needs to end and they need to get engaged on addressing real issues that support our residents.	"I affirm that the information I've provided is accurate and I support this petition."
93	7/13/2025	· Joseph Leigh Laughlin	852 Clay St	Mariculturehawaii@gmail.com	8082174077	Yes	We walked our dog there, play with our kids and sled when there is snow. We also walk to the store , and the museum from Roca St.	"I affirm that the information I've provided is accurate and I support this petition."
94	7/13/2025	† Koren Laughlin	852 Clay St	KorenJoyce@gmail.com	5413248452	Yes	We love it. We play with our kids and used to play with and walk our dog (he died). We sled in winter and throw snow balls. We use the trail to get off the hill.	"I affirm that the information I've provided is accurate and I support this petition."
95	7/13/2025	† Jessica Freedman	655 Leonard St			Yes	This park is part of our community! My kids are growing up in it. Let's please protect it.	"I affirm that the information I've provided is accurate and I support this petition."
96	7/13/2025	† Alexi McCullough	98 Pine St	alexib.mccullough@gmail.com	5418406777	Yes		"I affirm that the information I've provided is accurate and I support this petition."
97	7/14/2025	† Rory Finney	434 Morton St	Roryfinney@mac.com	5416214421	Yes	Beauty and relief	"I affirm that the information I've provided is accurate and I support this petition."
98	7/14/2025	† Lynda S Cue	1155 Fern St	pcue@mind.net	5414829372	Yes		"I affirm that the information I've provided is accurate and I support this petition."

#	Timestamp	Full Legal Name	Street Address	Email Address	Phone Number	Ashland resident?	Additional comments of support. What does Roca Park mean to you?	Electronic Signature
99	7/14/2025	Elaine Yates	467 Scenic Dr	cosmic11@att.net	510-506-0724	Yes		"I affirm that the information I've
100	7/14/2025	Christopher Blair	828 Roca St	chrismblair@gmail.com	3176178297	Yes	Love the disc golf course. Just moved here and it was a part of the decision to move where we did.	"I affirm that the information I've
101	7/14/2025	Rebecca Blair	828 Roca St, Ashland	Becxas@gmail.com		Yes	Having access to the park important to allow for 3rd space for students and residents, the disc golf course for everyone and habitat for wildlife!	"I affirm that the information I've
102	7/14/2025	Melissa Lowry	1160 Prospect St	melissalowry1210@gmail.com	9165296269	Yes	Roca Park is an important piece of our neighborhood and connections to neighboring areas. It's beloved by local wildlife and the community. Please allow this space to continue to be utilized as a recreational space rather than privately owned development.	"I affirm that the information I've
103	7/14/2025	Marie Caballero	633 Roca St Ashland	Marieuhtoff@gmail.com	5419081013	Yes	The natural creek and peaceful setting of Roca Park could continue to be a beautiful asset to the SOU community. The disc golf course is well used and is a fun activity that builds community. It is a wildlife corridor with many birds and mammals coming to drink in the creek. This area should continue to be a place for recreation and relaxation for SOU students and the community.	"I affirm that the information I've

Fwd: Online Form Submittal: Contact City Council

From Brandon Goldman <brandon.goldman@ashland.or.us>

Date Sun 2025-07-13 08:32 AM

To Michael Sullivan <michael.sullivan@ashland.or.us>; Alissa Kolodzinski <alissa.kolodzinski@ashland.or.us>; Derek Severson <derek.severson@ashland.or.us>

This is additional public comment relating to the SOU master plan for the record.

Brandon Goldman, AICP
Director of Community Development
City of Ashland

brandon.goldman@ashland.or.us

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Sunday, July 13, 2025 6:39:10 AM

To: City Council <council@ashland.or.us>

Subject: Online Form Submittal: Contact City Council

[EXTERNAL SENDER]

Contact City Council

Your submission will be sent to Council and become part of the public record.

Use the [Public Testimony Form](#) if you want your submission to be on the record and archived with Agenda Packet.

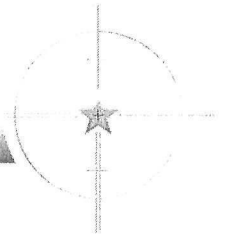
Full Name	Kathy Uhtoff
-----------	--------------

Phone	[REDACTED]
-------	------------

Email	[REDACTED]
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Subject	Fern Street easement
Are you a City of Ashland resident?	Yes
Message	I strongly oppose removing the Fern Street easement. Though I realize the original purpose of the easement was to continue Fern Street, currently if the easement is kept in place, it would provide open space and public access for the community. Ideally an easement would be obtained from SOU before the sale of the property to provide further community access to current hiking trails. There is a very large fir tree on the easement and though Ashland's tree ordinance might prohibit cutting it down, construction nearby would definitely injure the roots. Please vote no on removing the easement. Thank you— Kathy Uhtoff
Upload Your File	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

**EXHIBIT "A"****LEGAL DESCRIPTION – FERN STREET PUBLIC VACATION
SOUTHERN OREGON UNIVERSITY–648 ROCA STREET, ASHLAND
ASSESSOR'S MAP NO. 39 1E 15 BB, TAX LOTS 1600 & 6800**

A Public Street Vacation of that portion of Fern Street between Roca Street and the easterly boundary of The GaleY Addition to the City of Ashland, adjacent to those tracts of lands described as Lots 23, 24 & 25 within The GaleY Addition to The City of Ashland laying situate within the Northwest Quarter of Section 15 in Township 39 South, Range 1 East of the Willamette Meridian in the City of Ashland, Jackson County, Oregon, being more particularly described and bounded as follows, to wit;

Commencing at a 1/2 inch iron pipe at the southeast corner of Roca Park Subdivision, recorded in Volume 18, Page 10 in the Plat Records of Jackson County, Oregon, situated on the east line of Lot 24 of the GaleY Addition to the City of Ashland, recorded in Volume 3, Page 80 of said Plat Records; thence South 00°16'49" West, along said described east line, a distance of 59.94 feet to the southeast corner thereof, from which a 3/4 inch iron pipe bears North 89°43'11" West, 1.15 feet therefrom, the POINT OF BEGINNING; thence South 00°16'49" West along the east line of Fern Street, a distance of 60.00 feet to intersect the south line of said street; thence North 89°40'30" West, along said south line, 329.97 feet to a point from which a 3/4 inch iron pipe bears North 68°38'31" West, 0.43 feet; thence North 00°16'18" East, along the east line of Roca Street, 30.00 feet to the center line Fern Street; thence North 00°22'00" East continuing along the said east line, 30.00 feet to the southwest corner of Lot 23 of said plat; thence South 89°40'30" East, along the north line of said described Fern Street, being 30.00 feet north of, parallel with and adjacent to the former centerline of Fern Street, a distance of 329.92 feet to the POINT OF BEGINNING.

Containing 0.45 acres or 19,797 square feet, more or less

Prepared by:

Shawn Kampmann
Professional Land Surveyor

Polaris Land Surveying LLC
P.O. Box 459
Ashland, Oregon 97520

Date: April 9, 2025

s:\surveys\1512-25\Fern Street Vacation Legal.docx



Shawn Kampmann

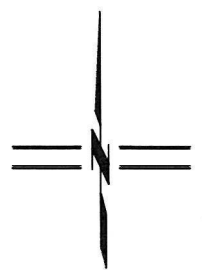


RENEWAL DATE: 6/30/25

FERN STREET VACATION MAP

LYING SITUATE IN
NORTHWEST QUARTER OF SECTION 15
TOWNSHIP 39 SOUTH, RANGE 1 EAST, W.M.
CITY OF ASHLAND, JACKSON COUNTY, OREGON

FOR
Southern Oregon University
1250 Siskiyou Boulevard
Ashland, Oregon 97520



SCALE: 1" = 50'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

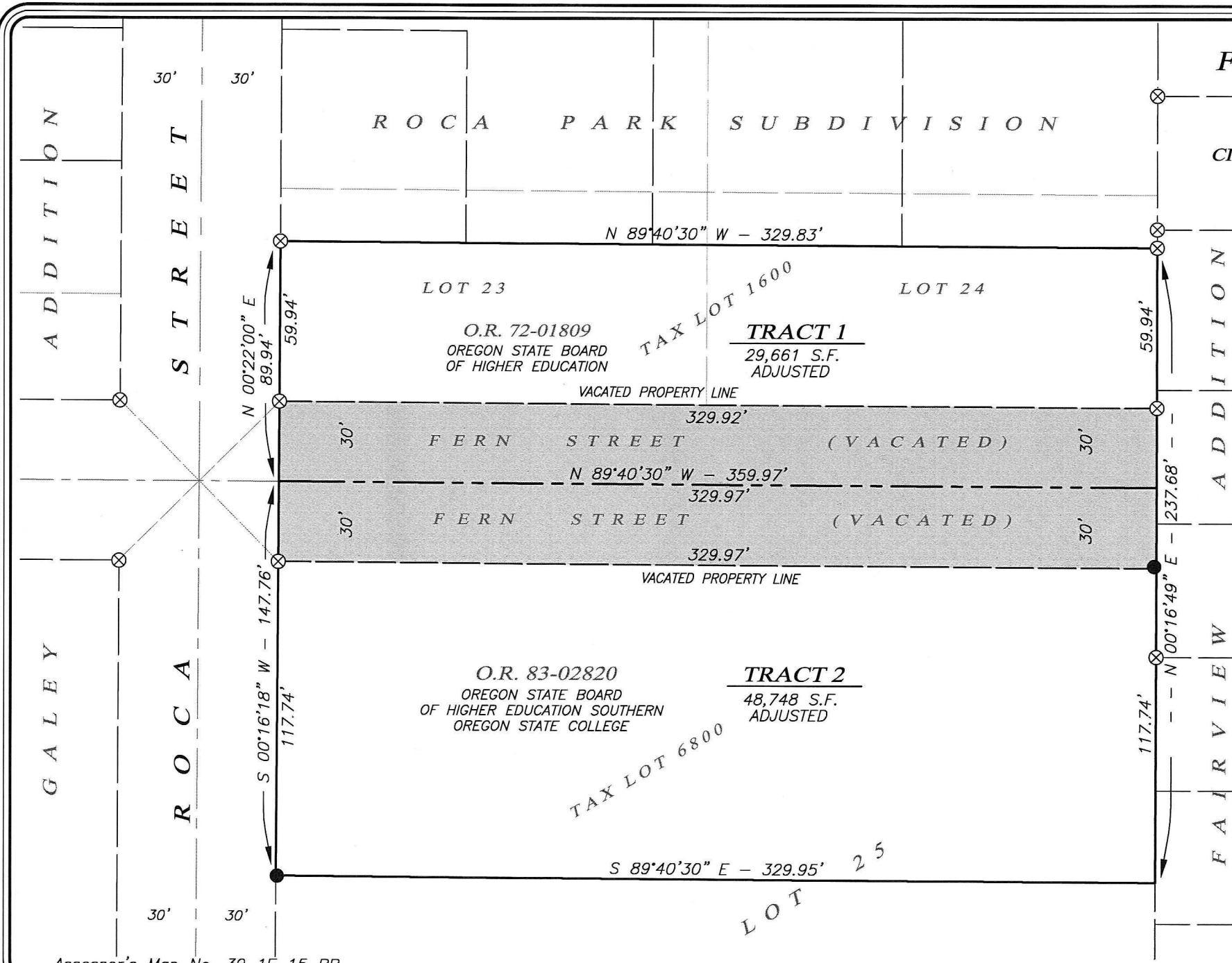
Shawn Kampmann

OREGON
JULY 14, 1998
SHAWN KAMPMANN
2883 LS

RENEWAL DATE: 6/30/2025

SURVEYED BY:
POLARIS LAND SURVEYING
P.O. BOX 459
ASHLAND, OREGON 97520
(541) 482-5009

DATE: APRIL 10, 2025
PROJECT NO. 1512-25



POLARIS LAND SURVEYING



OFFICE OF THE GENERAL COUNSEL

August 26, 2025

The City of Ashland
Planning Commission

Re: Southern Oregon University – Fern Street Vacation

Dear Planning Commission Members,

We appreciate your thoughtful consideration of the Fern Street property vacation.

Please know that SOU supports the current staff recommendation of the Fern Street vacation, which no longer includes a stormwater easement, as it is our understanding that this easement will be abandoned. Additionally, the City has requested a 10-foot frontage easement along Roca Street, which we agree with regarding the property.

As we shared with the Planning Commission on July 22, 2025, SOU is willing to deed a section of property along both sides of Roca Creek to the City of Ashland, providing public access to this riparian corridor in perpetuity, and is happy to work with the City to facilitate this transfer. In addition, regardless of the deed, we would grant an access easement on the most downhill property line of the SOU-owned parcels to connect a pedestrian pathway between Roca Street and Madrone Street.

Like SOU, we understand the City faces budget constraints that may not allow it to take on new property. If the City is unable to accept the proposed Roca Creek property, SOU might consider deeding the property to a mature non-governmental/non-profit group that is appropriately governed, funded, insured, and would agree to reasonable terms and conditions. This process could take considerable time. SOU requests that, if the City cannot accept the deed offered, it not delay regarding the Fern Street vacation decision, Roca and Marone Street access easement, and that the City not place further conditions upon the vacation other than those currently recommended by staff.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rob Patridge', with a stylized flourish at the end.

Rob Patridge
General Counsel



Council Business Meeting

Date: October 7, 2025

Agenda Item	Public Hearing for a Legislative Amendment to the Southern Oregon University Facilities Masterplan and First Reading of Ordinances #3267, #3268, and #3269 (#PA-L-2025-00016)
Department	Community Development
From	Brandon Goldman, Director of Community Development, Derek Severson, Planning Manager

TIME ESTIMATE

30 Minutes

CATEGORY

Ordinance/Resolution - a motion is needed to adopt the ORD. or RESO.

SUMMARY

On July 15, 2025, the City Council approved First Reading of Ordinances 3267–3269 to adopt the Southern Oregon University 2025 Facilities Master Plan. When the items came forward for Second Reading on August 19, 2025, SOU representatives and the Ashland Legal Department requested they be returned to First Reading so Council could consider how conditional use permits are applied to SOU properties. As the public hearing was reopened to allow SOU to provide additional written testimony regarding the CUP requirement, the hearing remains open for oral testimony from the public at the continued First Reading on October 7, 2025.

POLICIES, PLANS & GOALS SUPPORTED

Ashland Comprehensive Plan – The Economy Element

Policy (7.07.03.6) *The City shall work with the College to encourage the growth of research and graduate programs. The City shall encourage the establishment of the Asian Studies facility, and other such facilities that provide a bridge to the international marketplace.*

Ashland Comprehensive Plan – Public Services Element

Goal (9.07.03): *To make maximum effort toward utilization of present and future educational and recreational facilities and resources through public, private and city cooperation*

BACKGROUND AND ADDITIONAL INFORMATION

Southern Oregon University submitted an amendment to the City of Ashland's Comprehensive Plan to adopt the *2025 SOU Facilities Master Plan*, which sets out the University's long-term vision for campus development, design standards, and the potential sale of surplus properties over the next decade. In coordination with SOU, City planning staff prepared a legislative package consisting of three ordinances: Ordinance No. 3267, incorporating the 2025 SOU Facilities Master Plan as a supporting document in the Comprehensive Plan; Ordinance No. 3268, amending sections of the Ashland Municipal Code for consistency with the Master Plan; and Ordinance No. 3269, updating the Zoning and Comprehensive Plan maps to reflect changes for university-owned properties that may transition to private ownership.

At First Reading on July 15, 2025, the Council approved all three ordinances and adopted specific amendments to Ordinances #3267 and #3268.

- **Ordinance No. 3267** was amended to establish maximum height allowances throughout the new SO zone, allowing buildings up to 60 feet outright, and up to 70 feet with a Conditional Use Permit (CUP). For properties located along Ashland Street adjacent to the Climate Friendly Area (CFA) overlay, Council specified that height standards would align with CFA regulations: 50 feet permitted outright, 60 feet permitted outright with the inclusion of at least 25% affordable or student housing, and would allow buildings taller than 50' or 60' through a Conditional Use Permit (CUP) process, as originally





Council Business Meeting

recommended by the Planning Commission. This distinction maintains consistency with the adjacent Climate Friendly Area for permitted building heights and provides for a higher level of review for taller buildings within the designated “University District.”

- **Ordinance No. 3268** was amended to increase the maximum allowable height for ground-mounted solar installations in Section 5.C.5 to 38 feet, specifically to support the potential installation of dual-axis solar tracking systems, which require additional vertical clearance. The ordinance was also clarified to treat references to the adopted SOU 2025 Facilities Master Plan as illustrative rather than mandatory, providing implementation flexibility.
- **Ordinance No. 3269**, which updates the Zoning and Comprehensive Plan maps consistent with the Master Plan, was approved without modification.

The ordinances, incorporating the amendments made at First Reading on July 19th 2025, were scheduled for Second Reading and final adoption on August 19, 2025. At that meeting, the Ashland Legal Department requested a continuance of First Reading to October 7, 2025, so that Council could re-consider whether Conditional Use Permits should be required for SOU projects located within 50 feet of privately owned property. SOU presented a letter to the Council, included in the packet, outlining their request for reconsideration and proposing specific revisions to Draft Ordinance 3268

Conditional Use Permit Applicability

The CUP requirement under discussion is separate from the building height standards addressed by Council on July 15th. Instead, it applies specifically to development proposed within 50 feet of privately owned property. Since 2010, this standard has ensured that projects on the campus perimeter receive additional review to evaluate potential impacts on neighboring landowners. Retaining this requirement allows the City to consider factors such as scale, traffic, architectural compatibility, and the generation of light, noise, and glare, as well as broader effects on municipal services including Police and Fire. Eliminating the CUP process would remove the City’s ability to apply conditions to mitigate these impacts, reducing oversight for development near privately owned property.

Under the existing Chapter 18 land use requirements, as carried forward in the amended draft of Ordinance 3268, the CUP provisions tied to development within 50 feet of privately owned property appear in the following sections:

- *AMC 18.3.6.020.B (Applicability):*

“...areas within 50 feet of privately owned land are subject to a Type II Conditional Use Permit review process.”

- *AMC 18.3.6.030.A (Permitted Uses):*

“Uses permitted outright are ... provided ... they are greater than 50 feet from privately owned property.”

- *AMC 18.3.6.040.B (Conditional Uses):*

“Any use, site design, or construction within 50 feet of privately owned property.”

These are the preexisting provisions that establish the CUP requirement based on proximity to privately owned property, separate from the building height CUP thresholds also listed in AMC 18.3.6.040(C–D).

Because the 50-foot distance threshold includes public rights-of-way, few SOU properties are actually within a distance of 50 feet from privately owned parcels. Most campus frontages are along major commercial, and collector streets are separated from private property by wide rights-of-way that exceed 50 feet. City GIS staff has prepared the attached map to illustrate the limited areas where this provision would apply. Where SOU directly abuts narrow neighborhood residential streets or is immediately adjacent to privately owned property, the CUP criteria apply to ensure those edge locations receive additional review.

At their June 24th hearing, the Planning Commission discussed the 50-foot distance threshold and determined



Council Business Meeting

that it provides an important opportunity to review potential impacts on adjoining privately owned property. The Commission recommended retaining the pre-existing language in Chapter 18 to ensure this safeguard remains in place. The Planning Commission emphasized that the CUP process is a valuable tool for confirming adequate facilities and addressing potential adverse impacts where university development occurs near private property. They concluded that retaining this requirement offers a balanced approach, provides certainty for most campus projects while preserving compatibility at the campus edges. The Council did not speak directly to this provision during its July 19th hearing. Upon reconsideration of First Reading, the Council may approve the ordinances as presented or propose amendments in response to SOU's requested changes.

FISCAL IMPACTS

Adoption of the SOU 2025 Facilities Master Plan has no direct fiscal impact to the City. However, the plan supports the university's efforts to address financial challenges through the sale of surplus properties, which may generate new property tax revenue once in private ownership. Additionally, the plan facilitates future campus development that contributes to Ashland's economy through employment, student spending, and housing opportunities.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve First Reading and schedule Second Reading on November 4th, for the following ordinances:

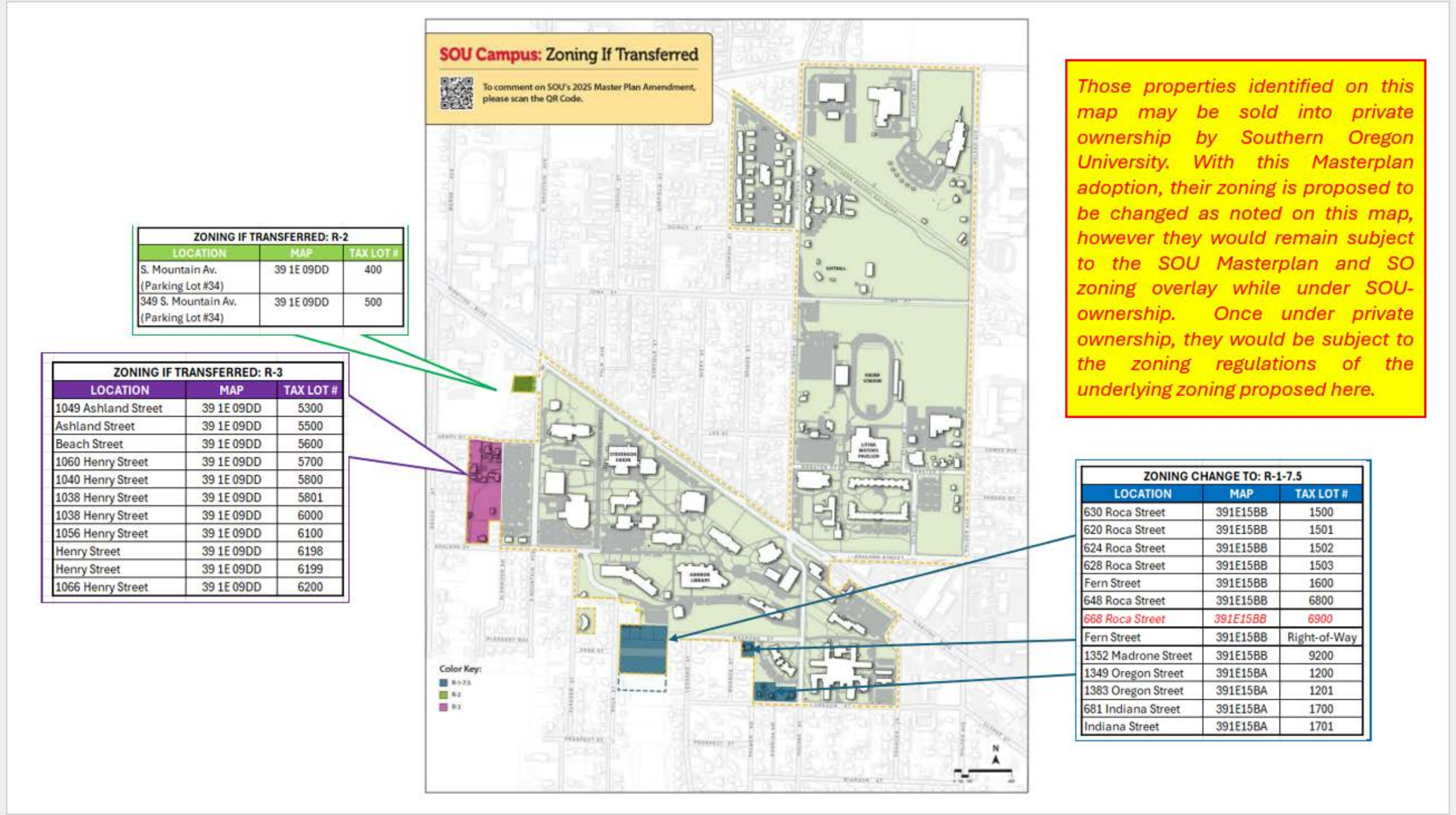
- **Ordinance No. 3267**, an ordinance amending the City of Ashland Comprehensive Plan to adopt and incorporate the Southern Oregon University 2025 Facilities Master Plan Amendment as a supporting document to the Comprehensive Plan;
- **Ordinance No. 3268**, an ordinance amending AMC 15.04.210–.216, AMC 18.3.6, AMC 18.4.7, AMC 18.5.2.020, AMC 18.5.2.030, and AMC 18.5.7.020 to be consistent with the Southern Oregon University 2025 Facilities Master Plan Amendment; *[or as amended]*
- **Ordinance No. 3269**, an ordinance amending the adopted Zoning and Comprehensive Plan maps to be consistent with the Southern Oregon University 2025 Facilities Master Plan Amendment.

REFERENCES & ATTACHMENTS

1. Attach1A_Staff Exhibit S-1_Zone Changes
2. Attach2_SOU Master Plan Update ORD 3267 AMENDED
3. Attach3_SOU Master Plan Update ORD3268 10072025_AMENDED
4. Attach4_SOU Master Plan Update ORD 3269 AMENDED
5. Attach4A_Ord 3269 ExhibitA_COMPPLAN_MAP
6. Attach4B_Ord 3269 ExhibitB_ZONING_MAP
7. Attach5_SOU MASTER PLAN
8. SOU Master Plan Letter 9-26-2025
9. SOU CUP 50foot Buffer Map



Staff Exhibit S-1. Zoning for Transferred Properties



ORDINANCE NO. 3267

AN ORDINANCE AMENDING THE CITY OF ASHLAND COMPREHENSIVE PLAN TO ADOPT AND INCORPORATE THE SOUTHERN OREGON UNIVERSITY 2025 FACILITIES MASTER PLAN AMENDMENT AS A SUPPORTING DOCUMENT TO THE CITY OF ASHLAND COMPREHENSIVE PLAN.

(SOU 2025 Facilities Master Plan Amendment: Planning Action #PA-L-2025-00016)

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

WHEREAS, Oregon’s Statewide Planning Goal 2 “Land Use Planning”, Chapter 197 of the Oregon Revised Statutes and Chapter 660, Division 30 of the Oregon Administrative Rules require that the planning activities of universities, as state agencies, be coordinated with local Comprehensive Plans and Land Use Ordinances; and

WHEREAS, the City of Ashland and Southern Oregon University recognize that coordinated master planning is mutually beneficial; and

WHEREAS, Southern Oregon University has prepared master plans for adoption by the City of Ashland since 1990 to guide the strategic development of the university within the broader context of the city and ensure that the University’s land use actions are consistent with local regulations and statewide land use planning goals; and

WHEREAS, Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions; the City Council finds it is necessary to adopt the Southern Oregon University 2025 Facilities Master Plan Amendment as a roadmap to guide the strategic development of the public university’s facilities and land use over the next decade, and to adopt new Zoning and Comprehensive Plan Maps and associated land use regulations to align with the Southern Oregon University 2025 Facilities Master Plan Amendment.

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

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293; 531 P 2d no, 734 (1975); and

WHEREAS, the City of Ashland Planning Commission considered the amendment of the City of Ashland’s Comprehensive Plan to adopt and incorporate the Southern Oregon University 2025 Facilities Master Plan Amendment as a supporting document; to amend the Zoning Map and Comprehensive Plan Map; and to amend the Ashland Municipal Code and Land Use Ordinances to align with the Southern Oregon University 2025 Facilities Master Plan Amendment at a duly advertised public hearing on June 24, 2025, following deliberations, recommended approval of the amendments; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on July 15, 2025; and

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

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Ashland Municipal Code and Land Use Ordinance in manner proposed, that an adequate factual base exists for the amendments, the amendments are consistent with the comprehensive plan, that the proposed zoning map and land use code amendments are consistent with City of Ashland approval criteria for land use ordinance and zoning map amendments as set forth in AMC 18.5.9.020.B and are consistent with the City of Ashland Comprehensive Plan, with other City policies, and with the Oregon Statewide Planning Goals and OAR 660-030-0070, and that such amendments are fully supported by the record of this proceeding.

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

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

SECTION 2. The City of Ashland Comprehensive Plan, Chapter II, [INTRODUCTION AND DEFINITIONS 2.04.15] is hereby amended to read as follows:

SOUTHERN OREGON UNIVERSITY (2.04.15)

These areas are designated to provide for the unique needs of Southern Oregon University (SOU). It is applied to areas that are located within the mutually approved SOU boundary and under University ownership. It is implemented by the Land Use Ordinance, but the actual rezoning of the property cannot occur until it is actually owned or controlled by the University. The SOU 2025 Facilities Master Plan Amendment is incorporated into the City of Ashland Comprehensive Plan in the Comprehensive Plan Appendix.

SECTION 3. The City of Ashland Comprehensive Plan, Chapter II, [INTRODUCTION AND DEFINITIONS 2.04.15] is hereby supported with the adoption and incorporation into the Comprehensive Plan Appendix of the document entitled “*Southern Oregon University 2025*

Facilities Master Plan Amendment” attached hereto as **Exhibit A**, as said plan is amended with conditions by the Planning Commission and City Council attached hereto as **Exhibit B**, said exhibits being attached hereto and incorporated herein by this reference.

SECTION 4. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 5. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions, and text descriptions of amendments (i.e., Section 2) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first reading by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.
ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2025.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

Exhibit A

See attached “Southern Oregon University 2025 Facilities Master Plan Amendment”

Exhibit B

Conditions of Approval [PA-L-2025-00016]

Added by the Planning Commission and City Council through the public hearing process

The Planning Commission recommended adoption of the Southern Oregon University 2025 Facilities Master Plan Amendment including the zoning map amendment and zone changes for properties to be transferred and associated ordinance amendments, subject to the following adjustments:

- 1) That any project within 50 feet of private property shall require a Type II Conditional Use Permit.
- 2) That the construction of solar arrays over parking lots shall be exempt from land use review when proposed in a manner consistent with the illustrative standards detailed in the Facilities Master Plan with a maximum height not exceeding thirty-eight feet (38'). The construction of solar arrays over parking lots shall not trigger upgrades to the parking lots, however new parking lots shall comply with parking lot design requirements.
- 3) That maximum building heights within the SO zone shall be as follows: Throughout the SO zone exclusive of the University District noted below, building heights of up to 60 feet shall be permitted outright, and heights up to 70 feet shall be allowed with approval of a Conditional Use Permit. However, for properties within the University District bounded by Walker Avenue, Ashland Street, Webster Street, and Stadium Street, height allowances shall be consistent with those applied in Climate Friendly Areas (CFAs) with 50 feet permitted outright, up to 60 feet permitted outright with the inclusion of at least 25% affordable or student housing, and any height exceeding these permitted maximums shall require approval of a Conditional Use Permit, not to exceed 110 feet.
- 4) The projects with a gross habitable floor area (GHFA) of 15,000 square feet or more shall be subject to a Type II Site Design Review.
- 5) That properties within the SO zone shall be exempt from Tree Removal Permits provided that the work is completed by a licensed professional arborist, with the University to provide an annual report on tree-related activities on campus to the City and Tree Management Advisory Committee.
- 6) That properties within the SO zone shall be exempted from the sign ordinance and subject to the sign program put forth in the Facilities Master Plan.
- 7) That the University shall establish a standard of direct communication with neighbors before the construction of new buildings, sale of university property or future Master Plan updates.
- 8) That properties within the SO zone shall be subject to the Water Resources Protection Zones Ordinance.

ORDINANCE NO. 3268

AN ORDINANCE AMENDING AMC 15.04.210-.216, AMC 18.3.6, AMC 18.4.7, AMC 18.5.2.020, AMC 18.5.2.030 & AMC 18.5.7.020 TO BE CONSISTENT WITH THE SOUTHERN OREGON UNIVERSITY 2025 FACILITIES MASTER PLAN AMENDMENT.

(SOU 2025 Facilities Master Plan Amendment: Planning Action #PA-L-2025-00016)

Annotated to show **deletions** and **additions** to the code sections being modified.
Deletions are **~~bold strikethrough~~** and additions are **bold underlined**.

WHEREAS, Oregon’s Statewide Planning Goal 2 “Land Use Planning”, Chapter 197 of the Oregon Revised Statutes and Chapter 660, Division 30 of the Oregon Administrative Rules require that the planning activities of universities, as state agencies, be coordinated with local Comprehensive Plans and Land Use Ordinances; and

WHEREAS, the City of Ashland and Southern Oregon University recognize that coordinated master planning is mutually beneficial; and

WHEREAS, Southern Oregon University has prepared master plans for adoption by the City of Ashland since 1990 to guide the strategic development of the university within the broader context of the city and ensure that the University’s land use actions are consistent with local regulations and statewide land use planning goals; and

WHEREAS, Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions; the City Council finds it is necessary to adopt the Southern Oregon University 2025 Facilities Master Plan Amendment as a roadmap to guide the strategic development of the public university’s facilities and land use over the next decade, and to adopt new Zoning and Comprehensive Plan Maps and associated land use regulations to align with the Southern Oregon University 2025 Facilities Master Plan Amendment.

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

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293; 531 P 2d no, 734 (1975); and

WHEREAS, the City of Ashland Planning Commission considered the amendment of the City of Ashland’s Zoning Map and Comprehensive Plan Map to align with the Southern Oregon

University 2025 Facilities Master Plan Amendment as a supporting document to the Comprehensive Plan; and to amend the Ashland Municipal Code Section AMC 15.04.210-.216 and the Land Use Ordinances AMC 18.3.6, AMC 18.4.7, AMC 18.5.2.030 & AMC 18.5.7.020 to align with the Southern Oregon University 2025 Facilities Master Plan Amendment at a duly advertised public hearing on June 24, 2025, following deliberations, recommended approval of the amendments; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on July 15, 2025; and

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

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Ashland Municipal Code and Land Use Ordinance in manner proposed, that an adequate factual base exists for the amendments, the amendments are consistent with the comprehensive plan, that the proposed zoning map and land use code amendments are consistent with City of Ashland approval criteria for land use ordinance and zoning map amendments as set forth in AMC 18.5.9.020.B and are consistent with the City of Ashland Comprehensive Plan, with other City policies, and with the Oregon Statewide Planning Goals and OAR 660-030-0070, and that such amendments are fully supported by the record of this proceeding.

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

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

SECTION 2. Section 15.04.210 [Demolition or Relocation of Structures] of the Ashland Land Use Ordinance is hereby amended as follows:

AMC 15.04.210

- C. No demolition or relocation permit is required:
1. For structures of less than 500 square feet in size.
 2. For relocation of a structure upon the same lot.
 3. To demolish a building declared to be dangerous under the Uniform Code for the Abatement of Dangerous Buildings pursuant to AMC [15.04.010.B](#).
 4. **For any demolition within the SO district. Southern Oregon University shall be exempt from this ordinance, but shall comply with the demolition provisions within the adopted Southern University 2025 Facilities Master Plan Amendment.**

SECTION 3. Section 18.3.6 [Southern Oregon University District] of the Ashland Land Use Ordinance is hereby amended as follows:

18.3.6.020 Applicability

A. This chapter applies to properties designated as SO on the Zoning Map. The Southern Oregon University (SOU) district implements the Southern Oregon University 2025 Facilities Master Plan Amendment ~~Campus Master Plan Update for Southern Oregon University dated April 12, 2010,~~ with all conditions added by the Planning Commission and City Council, as adopted and incorporated into the Comprehensive Plan by Ordinance No. 3267 on August 5, 2025 ~~Ordinance No. 3014 on June 1, 2010.~~ It can be applied to all areas now or hereinafter owned by the State of Oregon acting by and through the State Board of Higher Education, and located within the SOU district boundary, as shown on the SOU **2025 Facilities Master Plan Amendment**, adopted by SOU and approved by the City. **The District shall not apply to properties identified on the Zoning If Transferred Map and transferred by SOU and no longer owned by SOU.**

B. This chapter, together with chapters [18.5.2](#) Site Design Review, 18.4.3 Parking, Access, and Circulation, ~~and 18.4.7 Signs are the only portions of this ordinance,~~ and 18.3.11 Water Resource Protection Zones are the only portions of this ordinance to be effective within the SOU zone; except that areas within 50 feet of privately owned land are subject ~~chapter 18.5.4 Conditional Use Permit to a Type II Conditional Use Permit review process.~~ In addition, the creation or vacation of public streets or public ways shall be subject to mutual agreement between the City and SOU and all other applicable laws. **Prior to the sale of university property, or to the submittal of applications to the city for the construction of new buildings or the amendment of the Southern Oregon University Facilities Master Plan, the University shall provide written notice to neighboring property owners of record within 200 feet of the project and provide written evidence of such notice to the city with the application submittal.**

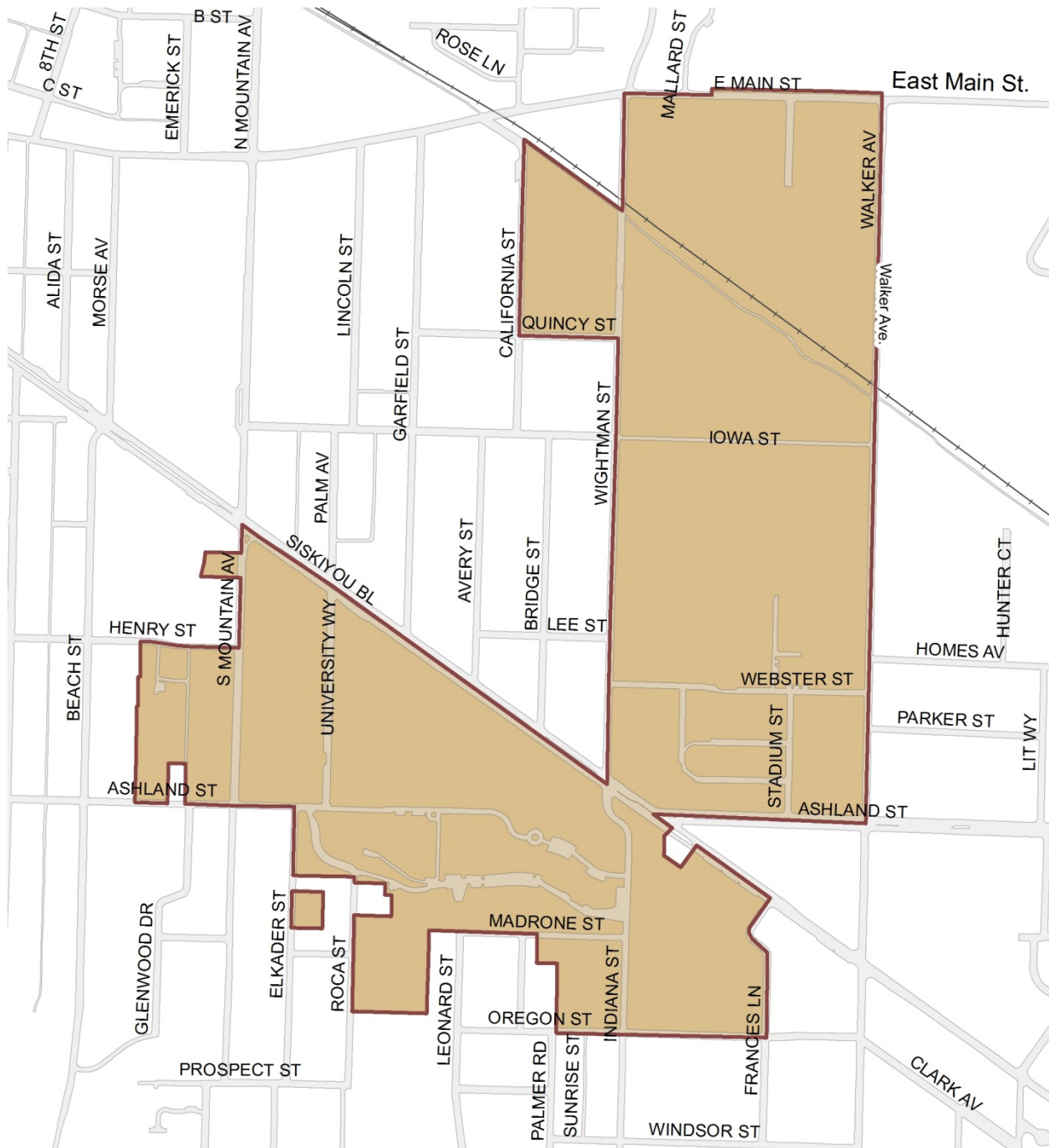


Figure 18.3.6.020. Southern Oregon University District

18.3.6.030 Permitted Uses

Permitted uses are as follows.

A. Uses permitted outright are all those which are directly and indirectly related to the educational functions of SOU, provided that such uses are indicated and located in conformance with the adopted and City approved SOU 2025 Facilities Master Plan Amendment and are greater than 50 feet from privately owned property.

B. Wireless Communication Facilities authorized pursuant to chapter [18.4.10](#) Wireless Communication Facilities.

18.3.6.040 Conditional Uses

Uses subject to approval of a conditional use permit, per chapter [18.5.4](#), are as follows.

A. Any use, site design, or construction or alteration of same not agreed upon in advance by the City and SOU in the SOU **2025 Facilities Master Plan Amendment**.

B. Any use, site design, or construction within 50 feet of privately owned property.

C. ~~Any construction over 40 feet in height~~ Construction that exceeds 60 feet in height within the SO zone, exclusive of the University District described in Section C below, shall require approval of a Conditional Use Permit, up to a maximum height of 70 feet.

D. Construction that exceeds the permitted maximum height of 50 feet, or 60 feet with the inclusion of at least 25 percent affordable or student housing, within the University District bounded by Walker Avenue, Ashland Street, Webster Street and Stadium Street, shall require approval of a Conditional Use Permit, up to a maximum height of 110 feet.

D. E. Wireless Communication Facilities not permitted outright and authorized pursuant to chapter [18.4.10](#) Wireless Communication Facilities.}

SECTION 4. Section 18.4.7.040 [Exempted Signs] of the Ashland Land Use Ordinance is hereby amended as follows:

18.4.7.040 Exempted Signs

The following signs and devices shall not be subject to the provisions of this chapter. All of the following exempted signs shall be subject to the other regulations contained in chapter [18.4.7](#) relative to the size, lighting, or spacing of such signs.

[A-M unchanged]

N. Southern Oregon University. Signs on properties within the Southern Oregon University District on lands owned by the University shall be exempted from this chapter, and shall follow the guidelines for Signage on Campus contained within the Southern Oregon University 2025 Facilities Master Plan Amendment.

SECTION 5. Section 18.5.2.020 [Review Procedures] of the Ashland Land Use Ordinance is hereby amended as follows:

[A-B unchanged]

C. Exempt from Site Design Review. The following types of uses and projects are exempt from site design review:

1. Detached single-family dwellings and associated accessory structures and uses.
2. Accessory residential units meeting the requirements of subsection [18.2.3.040](#) and duplexes meeting the requirements of section [18.2.3.110](#).

3. Land divisions and property line adjustments, which are subject to review under chapter [18.5.3](#).
4. The following mechanical equipment:
 - a. Private, noncommercial radio and television antennas not exceeding a height of 70 feet above grade or 30 feet above an existing structure, whichever height is greater, and provided no part of such antenna shall be within the setback yards required by this chapter. A building permit shall be required for any antenna mast or tower over 50 feet above grade or 30 feet above an existing structure when the same is constructed on the roof of the structure.
 - b. Not more than three parabolic disc antennas, each under one meter in diameter, on any one lot or dwelling unit.
 - c. Roof-mounted solar collection devices in all zones, with the exception of E-1 and C-1 zoned properties located within designated historic districts. The devices shall comply with solar setback standards described in chapter [18.4.8](#) and the height standards of the respective zoning district.
 - d. Roof-mounted solar collection devices on E-1 and C-1 zoned properties located within designated historic districts if the footprint of the structure is not increased, the plane of the system is parallel to the slope of the roof and does not extend above the peak height of the roof or existing parapets, or is otherwise not visible from a public right-of-way. The devices shall comply with solar setback standards described in chapter [18.4.8](#) and height requirements of the respective zoning district.
 - e. Installation of mechanical equipment other than those exempted in subsections a-d, above, and which is not visible from a public right-of-way, except alleys, or adjacent residentially zoned property and consistent with other provisions of the ordinance codified in this section, including solar access in chapter [18.4.8](#), and noise and setback requirements of subsection [18.2.4.020.B](#). See also screening standards for mechanical equipment in subsection [18.4.4.030.G.4](#).
 - f. Routine maintenance and replacement of existing mechanical equipment in all zones. (Ord. 3229 § 9, amended, 12/19/2023; Ord. 3199 § 25, amended, 06/15/2021; Ord. 3155 § 15, amended, 07/17/2018)
5. **Solar Arrays Over Parking Lots in the SO-zone. Solar arrays over parking lots shall be exempt from Site Design Review, and subject to ministerial approval in conjunction with building permit issuance, where they meet the following standards:**

- a. The proposed solar array is consistent with the general design approach illustrated in the adopted SOU 2025 Facilities Master Plan Amendment, which is intended to be illustrative rather than prescriptive.
- b. The proposed solar array does not exceed a height of 38 feet.
- c. The proposed solar array complies with the Solar Access Ordinance in Chapter 18.4.8 where abutting privately-owned property to the north.
- d. The proposed solar array does not impede emergency vehicle access or circulation.
- e. Permits (structural and electrical) shall be obtained from the City of Ashland Building Division.

SECTION 6. Section 18.5.2.030 [Review Procedures] of the Ashland Land Use Ordinance is hereby amended as follows:

18.5.2.030 Review Procedures

A. Type I Review. Except as provided by [18.5.2.030](#), subsections B - G, below, applications for Site Design Review are subject to the Type I procedure, pursuant to section [18.5.1.050](#).

B. C-1, E-1, HC, and M-1 Zones. In the C-1, E-1, HC, and M-1 zones, but not within the Downtown Design Standards or Detail Site Review overlays, new structures or additions greater than 15,000 square feet in gross floor area, or greater than 50 percent of an existing building's gross floor area are subject to Type II review.

C. Downtown Design Standards Overlay. In the Downtown Design Standards overlay, new structures or additions greater than 2,500 square feet in gross floor area, or greater than ten percent of an existing building's gross floor area are subject to Type II review.

D. Detail Site Review Overlay. In the Detail Site Review overlay, new structures or additions greater than 10,000 square feet in gross floor area, or longer than 100 feet in length or width are subject to Type II review.

E. Residential Site Review. Residential structures or additions greater than 10,000 square feet in gross floor area, other than single-family homes or accessory uses on individual lots, are subject to Type II review.

F. Croman Mill District. In the Croman Mill district, new structures or additions greater than 15,000 square feet in gross floor area are subject to Type II review.

G. Landscape and Irrigation Plan Amendments. Minor amendments to landscape and irrigation plans approved pursuant to chapter [18.4.4](#) to improve fire safety, public safety, water conservation, or energy efficiency may be processed as Ministerial or Type I actions.

H. Southern Oregon University District Site Review. In the SO District, new structures or additions greater than 15,000 square feet in gross habitable floor area (GHFA) are subject to Type II review. All other development subject to Site Design Review shall be reviewed as a Type I review for compliance with the current Southern Oregon University 2025 Facilities Master Plan Amendment development standards.

SECTION 7. Section 18.5.7.020 [Applicability and Review Procedure] of the Ashland Land Use Ordinance is hereby amended as follows:

AMC 18.5.7.020 Applicability and Review Procedure

All tree removal and topping activities shall be carried out in accordance with the requirements of this chapter and as applicable, the provisions of part [18.3](#), Special Districts and Overlay Zones, and chapter [18.4.4](#), Landscaping, Lighting, and Screening.

If tree removal is part of another planning action involving development activities, the tree removal application, if timely filed, shall be processed concurrently with the other planning action. Applications for tree removal permits are reviewed as follows:

A. Ministerial Action. The following tree removal permits are subject to the ministerial procedure in section [18.5.1.040](#):

1. Emergency tree removal permit.

B. Type I Reviews. The following tree removal permits are subject to the Type I review in section [18.5.1.050](#). This section applies to removal of trees that are a hazard or are not a hazard.

1. Removal of trees greater than six inches DBH on private lands zoned C-1, E-1, M-1, CM, or HC.
2. Removal of trees greater than six inches DBH on lots zoned R-2, R-3, and R-1-3.5 that are not occupied solely by a detached single-family dwelling and associated accessory structures including an accessory residential unit, or by a duplex.
3. Removal of significant trees, as defined in part [18.6](#), on vacant property zoned for residential purposes including but not limited to R-1, RR, WR, and NM zones.
4. Removal of significant trees as defined in part [18.6](#), on lands zoned SOU, on lands under the control of the Ashland School District, or on lands under the control of the City.
5. Tree topping permit.

C. Exempt from Tree Removal Permit. The following activities are exempt from the requirement for a tree removal permit in subsections [18.5.7.020.A](#) and [B](#), above:

1. Those activities associated with the establishment or alteration of any park under the Ashland Parks and Recreation Commission. However, the Parks and Recreation Department shall provide an annual plan in January to the Tree Commission outlining proposed tree removal and topping activities, and reporting on tree removal and topping activities that were carried out in the previous year.
2. Removal of trees in single-family residential zones on lots occupied only by a detached single-family dwelling and associated accessory structures including an accessory residential unit, or by a duplex, where the property is less than twice the minimum lot size or otherwise ineligible to be partitioned or subdivided, except as otherwise regulated by chapter [18.3.10](#), Physical and Environmental Constraints Overlay, and chapter [18.3.11](#), Water Resources Protection Zones (Overlays).
3. Removal of trees in multifamily residential and health care zones on lots occupied only by a detached single-family dwelling and associated accessory structures including an accessory residential unit, or by a duplex, where the property cannot be further developed with additional dwelling units other than an accessory residential unit or a duplex, except as otherwise regulated by chapter [18.3.10](#), Physical and Environmental Constraints Overlay, and chapter [18.3.11](#), Water Resources Protection Zones (Overlays).
4. Removal of trees less than six inches DBH in any zone, excluding those trees located within the public right-of-way or required as conditions of approval with landscape improvements for planning actions.
5. Removal of trees less than 18 caliper inches in DBH on any public school lands, **Southern Oregon University**, and other public land, excluding heritage trees.
6. Removal of trees within the wildfire lands area of the City, as defined on adopted maps, for the purposes of wildfire fuel management consistent with the fuel modification area standards in section [18.3.10.100](#), and in accord with the requirements of chapter [18.3.10](#), Physical and Environmental Constraints Overlay, and chapter [18.3.11](#), Water Resources Protection Zones (Overlays).
7. Removal of dead trees.
8. Those activities associated with tree trimming for safety reasons, as mandated by the Oregon Public Utilities Commission, by the City's Electric and Telecommunication Utility. However, the Utility shall provide an annual plan to the Tree Commission outlining tree trimming activities and reporting on tree trimming activities that were carried out in the previous year. Tree trimming shall be done, at a minimum, by a journeyman tree

trimmer, as defined by the Utility, and will be done in conformance and to comply with OPUC regulations.

9. Removal of street trees within the public right-of-way subject to street tree removal permits in AMC [13.16](#).

10. Those activities associated with tree trimming or removal at the airport, within the Airport (A) overlay zone for safety reasons, as mandated by the Federal Aviation Administration. The Public Works Department shall provide an annual report to the Tree Commission outlining tree trimming activities and reporting on tree trimming activities that were carried out in the previous year.

11. Those activities associated with the tree removal and maintenance of trees within the SO zone consistent with the current Southern Oregon University 2025 Facilities Master Plan Amendment when conducted by a licensed and certified arborist. However, Southern Oregon University shall provide an annual plan from its staff arborist or a contract arborist in January to the Tree Commission outlining proposed tree removal and topping activities, and reporting on tree removal and topping activities that were carried out in the previous year.

SECTION 8. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 9. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions, and text descriptions of amendments (i.e., Section 2) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first reading by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2025.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

ORDINANCE NO. 3269

AN ORDINANCE AMENDING THE ADOPTED ZONING AND COMPREHENSIVE PLAN MAPS TO BE CONSISTENT WITH THE SOUTHERN OREGON UNIVERSITY 2025 FACILITIES MASTER PLAN AMENDMENT.

(SOU 2025 Facilities Master Plan Amendment: Planning Action #PA-L-2025-00016)

WHEREAS, Oregon’s Statewide Planning Goal 2 “Land Use Planning”, Chapter 197 of the Oregon Revised Statutes and Chapter 660, Division 30 of the Oregon Administrative Rules require that the planning activities of universities, as state agencies, be coordinated with local Comprehensive Plans and Land Use Ordinances; and

WHEREAS, the City of Ashland and Southern Oregon University recognize that coordinated master planning is mutually beneficial; and

WHEREAS, Southern Oregon University has prepared master plans for adoption by the City of Ashland since 1990 to guide the strategic development of the university within the broader context of the city and ensure that the University’s land use actions are consistent with local regulations and statewide land use planning goals; and

WHEREAS, Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions; the City Council finds it is necessary to adopt the Southern Oregon University 2025 Facilities Master Plan Amendment as a roadmap to guide the strategic development of the public university’s facilities and land use over the next decade, and to adopt new Zoning and Comprehensive Plan Maps and associated land use regulations to align with the Southern Oregon University 2025 Facilities Master Plan Amendment.

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

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293; 531 P 2d no, 734 (1975); and

WHEREAS, the City of Ashland Planning Commission considered the amendment of the City of Ashland’s Zoning Map and Comprehensive Plan Map to align with the Southern Oregon University 2025 Facilities Master Plan Amendment as a supporting document to the Comprehensive Plan; and to amend the Ashland Municipal Code and Land Use Ordinances to align with the Southern Oregon University 2025 Facilities Master Plan Amendment at a duly

advertised public hearing on June 24, 2025, following deliberations, recommended approval of the amendments; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on July 15, 2025; and

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

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Ashland Municipal Code and Land Use Ordinance in manner proposed, that an adequate factual base exists for the amendments, the amendments are consistent with the comprehensive plan, that the proposed zoning map and land use code amendments are consistent with City of Ashland approval criteria for land use ordinance and zoning map amendments as set forth in AMC 18.5.9.020.B and are consistent with the City of Ashland Comprehensive Plan, with other City policies, and with the Oregon Statewide Planning Goals and OAR 660-030-0070, and that such amendments are fully supported by the record of this proceeding.

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

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

SECTION 2. The officially adopted City of Ashland Comprehensive Plan Map, adopted July 1, 2008 to guide development of the City to ensure the best use of financial, natural, and energy resources, and to serve as a guide for City planning, in conjunction with the Comprehensive Plan's goals and policies, is hereby amended to redesignate 26 properties totaling approximately 6.58 acres within the current Southern Oregon University District which have been identified by the University for disposition. With this redesignation and associated rezoning, these properties will be rezoned as noted in the attached maps. These properties will remain subject to regulation under the Southern Oregon University District zoning overlay while under University ownership, but with sale to non-University owners will be subject to regulation under the underlying zoning proposed herein. These amendments are reflected on the revised Comprehensive Plan Map, attached hereto as Exhibit A, and made a part hereof by this reference.

SECTION 3. The officially adopted City of Ashland Zoning Map, adopted and incorporated by Ashland Municipal Code Section 18.1.2.070 to delineate official zoning boundaries is hereby amended to rezone 26 properties totaling approximately 6.58 acres within the current Southern Oregon University District zoning overlay which have been identified by the University for disposition. These properties will be rezoned as noted in the attached map but will remain subject to regulation under the Southern Oregon University District zoning overlay while under University ownership. With sale to non-University owners, they will be subject to regulation under the underlying zoning proposed herein. These amendments are reflected on the revised Zoning Map, attached hereto as Exhibit B, and made a part hereof by this reference.

SECTION 4. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 5. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions, and text descriptions of amendments (i.e., Section 2) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first reading by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.
ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2025.

Tonya Graham, Mayor

Reviewed as to form:

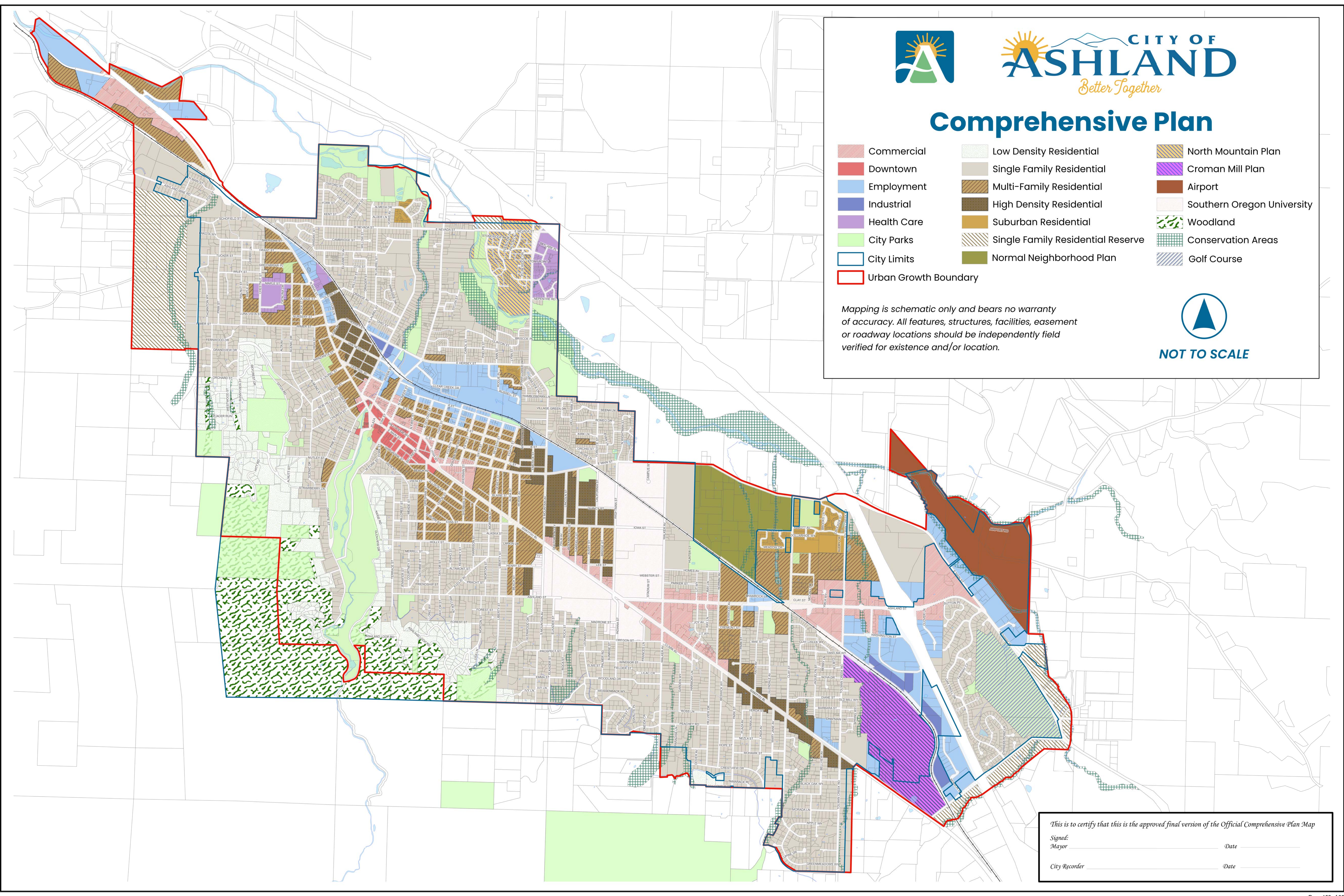
Johan Pietila, City Attorney

Exhibit A

Amended Comprehensive Plan Map

Exhibit B

Amended Zoning Map



Comprehensive Plan

- | | | |
|-----------------------|-----------------------------------|----------------------------|
| Commercial | Low Density Residential | North Mountain Plan |
| Downtown | Single Family Residential | Croman Mill Plan |
| Employment | Multi-Family Residential | Airport |
| Industrial | High Density Residential | Southern Oregon University |
| Health Care | Suburban Residential | Woodland |
| City Parks | Single Family Residential Reserve | Conservation Areas |
| City Limits | Normal Neighborhood Plan | Golf Course |
| Urban Growth Boundary | | |

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



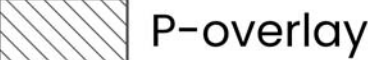
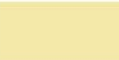
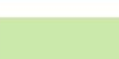
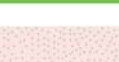
NOT TO SCALE

This is to certify that this is the approved final version of the Official Comprehensive Plan Map

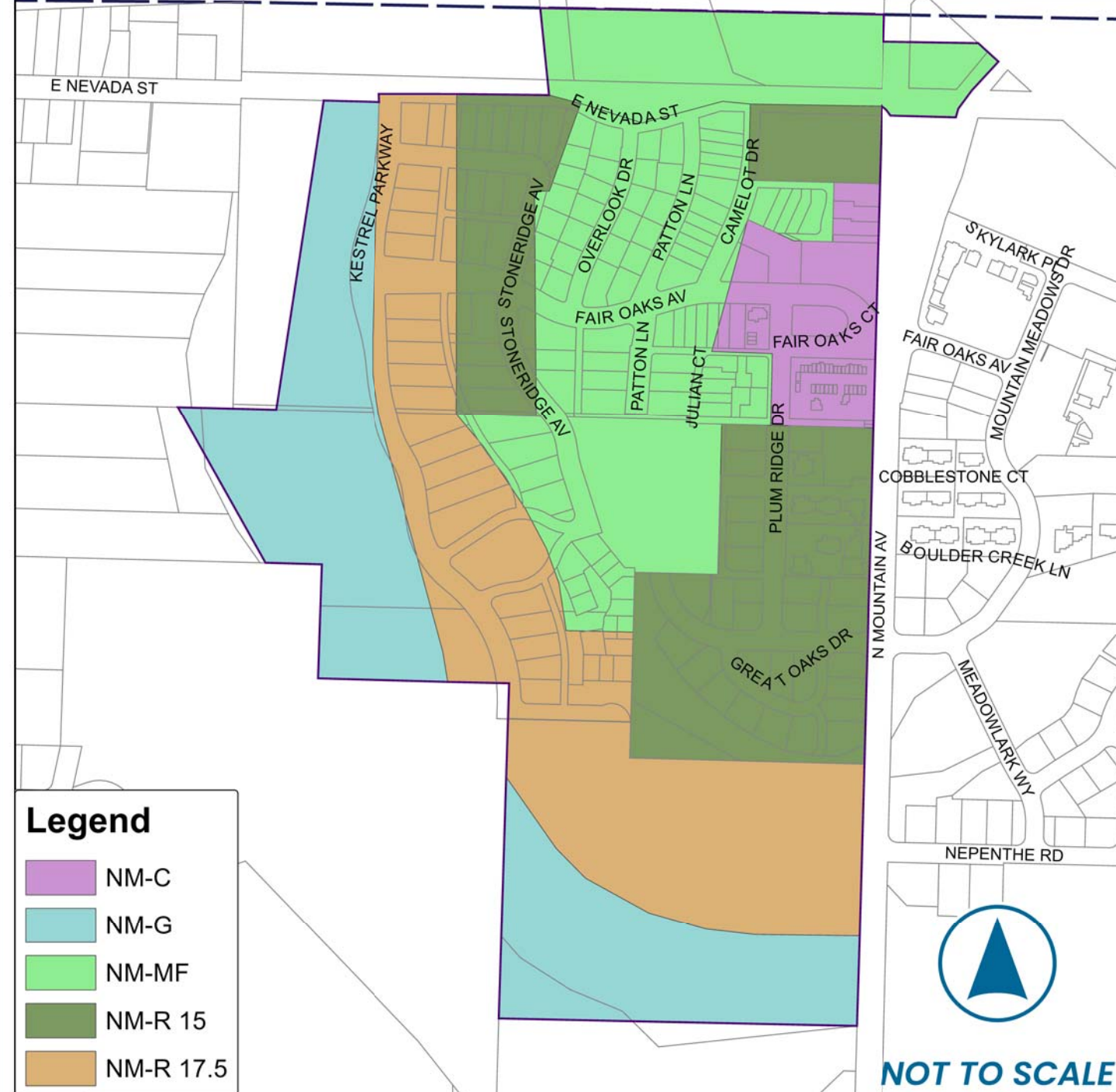
Signed: _____ Date _____

City Recorder _____ Date _____

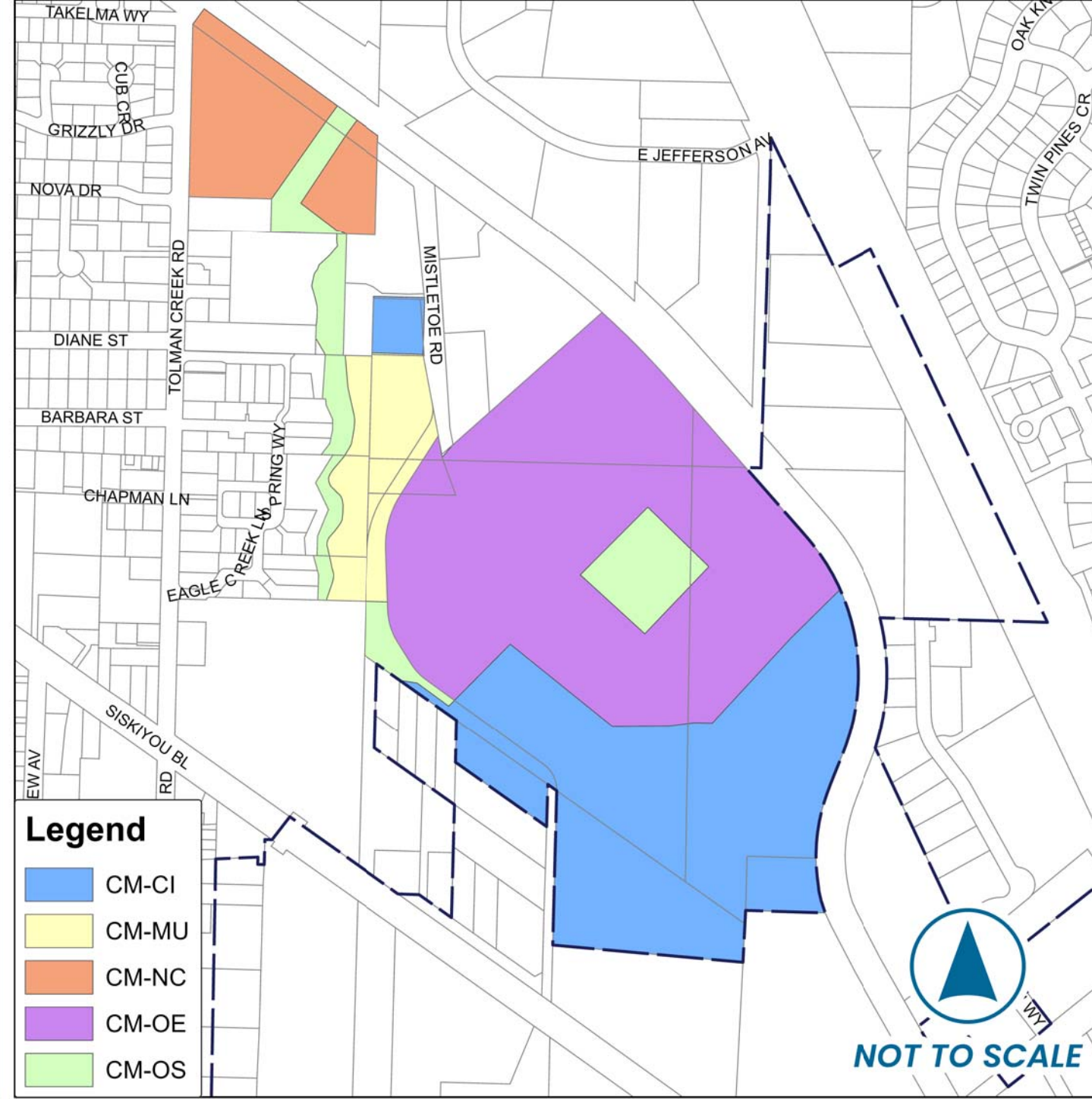
 CITY OF ASHLAND
Better Together
Zoning Map

- | | | |
|---|---|---|
|  City Limits |  C-1 |  R-1-10 |
|  CFA Overlay |  C-1-D |  R-1-3.5 |
|  P-overlay |  E-1 |  R-1-5 |
|  Airport Overlay |  HC |  R-1-7.5 |
|  Freeway Overlay |  M-1 |  R-2 |
|  Residential Overlay |  NM |  R-3 |
|  North Mountain Zone |  Croman Zone |  RR-.5 |
|  Urban Growth Boundary | |  RR-1 |
| | |  SO |
| | |  WR |
| | |  WR-20 |
- Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.
- 
NOT TO SCALE

North Mountain Zoning Overlay Detail



Croman Mill Zoning Overlay Detail



This is to certify that this is the approved final version of the Official Comprehensive Plan Map

Signed: _____ Date _____
Mayor

City Recorder _____ Date _____



FACILITIES MASTER PLAN AMENDMENT

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SOU's Land Acknowledgment

We acknowledge that Southern Oregon University is located within the ancestral homelands of the **Shasta, Takelma, and Latgawa** peoples who lived here since time immemorial. These Tribes were displaced during rapid Euro-American colonization, the Gold Rush, and armed conflict between 1851 and 1856. In the 1850s, discovery of gold and settlement brought thousands of Euro-Americans to their lands, leading to warfare, epidemics, starvation, and villages being burned. In 1853 the first of several treaties were signed, confederating these Tribes and others together – who would then be referred to as the Rogue River Tribe. These treaties ceded most of their homelands to the United States, and in return they were guaranteed a permanent homeland reserved for them. At the end of the Rogue River Wars in 1856, these Tribes and many other Tribes from western Oregon were removed to the Siletz Reservation and the Grand Ronde Reservation. Today, the [Confederated Tribes of Grand Ronde Community of Oregon](#) and the [Confederated Tribes of Siletz Indians](#) are living descendants of the Takelma, Shasta, and Latgawa peoples of this area. We encourage YOU to learn about the land you reside on, and to join us in advocating for the inherent sovereignty of Indigenous people.

Chapter 1—Introduction

Substantial changes have occurred in higher education since the adoption of the Southern Oregon University Master Plan in 2010. In 2013, the Oregon University System and the Chancellor’s Office were eliminated by the Oregon Legislature and each university became self-governed with an independent board of trustees. The state also created a Higher Education Coordinating Commission. These changes substantially altered the funding model for higher education in Oregon as well as the model for capital construction for Oregon’s Technical and Regional Universities (TRUs).

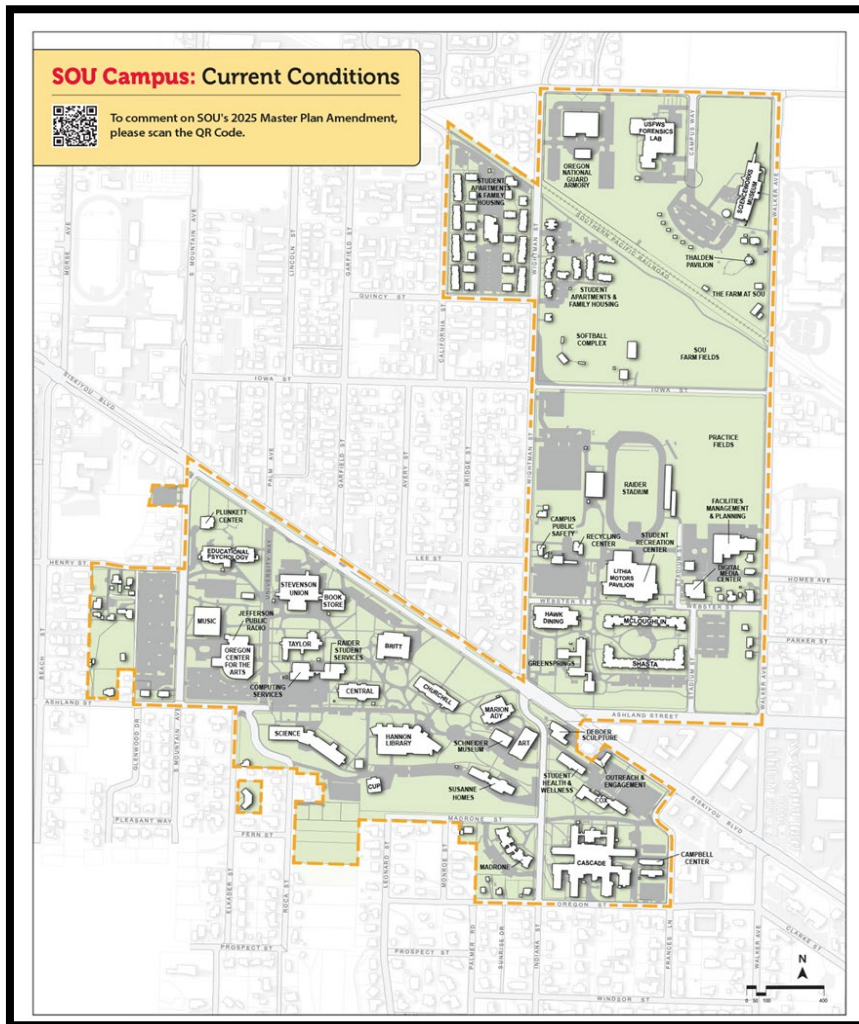
This 2025-35 Southern Oregon University Campus Facilities Master Plan (2025-35 Master Plan) is an update from the 2010-2020 SOU Master Plan and is prepared as a guide for campus facility development that is likely to occur during this cycle. This Facilities Master Plan seeks to embrace the current economic realities faced by SOU. With the State of Oregon’s support of public universities and the reality that student tuition cannot continue to climb, this plan also addresses SOU’s desire to create non-traditional revenue and cost containment methods for the long-term stability of SOU as well as put in place opportunities for SOU to build its reserve to face difficult times as we recently did during the pandemic.

SOU has intentionally not undergone extensive Visioning and Imagining exercises, as was done leading into the 2010-2020 Plan. This 2025-2035 Master Plan is designed to update changes from the 2010 plan that have occurred on campus as well as identify those projects which the University believes will occur in this cycle. Some Future Development areas are identified for desired projects which are, as yet, undefined and unfunded. The eventual design and use of these Future Development areas and potential projects, will likely require additional discussions and better development of the campus needs that each will address. It is anticipated that in the future, prior to the next iteration of a campus Facilities Master Plan, SOU will engage stakeholders and the community again, in a new strategic Visioning process. This 2025-35 Master Plan is broken down into sections that address the main facilities elements of the SOU campus, each with a map (See, Appendix A) identifying existing and future facilities:

- Capital Improvements generally;
- Academic Facilities;
- Housing Facilities;
- Athletic Facilities and
- Sustainability Infrastructure.

Understanding the 2025-35 Facilities Master Plan Maps

The maps are integral parts of this Master Plan. They both aide in the understanding of the future development of campus facilities and also help identify what is known about each project. To capture where we are going in the next decade, it is at times important to understand where we are today. Below is the map of the existing SOU campus:



Additionally, this Master Plan addresses some zoning and development code issues (See Appendix A, Map 6, Zoning if Transferred) which will help SOU and the City work together in the upcoming ten years.

This plan has been created by a Project Team tasked with identifying the facility needs that fit the goals and clear objectives of the University over this next ten-year period. This Facilities Master Plan supersedes the previous 2010-2020 Plan. In many ways, this 2025-35 Master Plan reflects where the University knows it is headed, while also anticipating the unknown demands on our campus, and provides the flexibility to respond to opportunities during this next ten-year period.

Who We Are

Southern Oregon University is a regionally-engaged learning community committed to being the educational provider of choice for learners throughout their lives.



WE INSPIRE curiosity and creativity, compel critical thinking, foster discovery, and cultivate bold ideas and actions.

WE ACHIEVE student success, professional preparation, and civic engagement through service excellence, evolving technologies, and innovative curriculum.

WE FOSTER access, equity, inclusion and diversity in thought and practice.

WE PREPARE our learners to be responsible, engaged citizens in our democracy.

WE PROMOTE economic vitality, sustainability, cultural enrichment, and social well-being in our region, the state, the nation, and the world.

Purpose of the Master Plan

The 2025 Master Plan serves several purposes. It is a guide to facility development, it anticipates student and faculty needs, and it creates certainty of process and understanding between SOU and the City of Ashland. This Master Plan supports the evolving academic and professional development needs of students by identifying facilities such as the Creative Industries Project and The Farm; it anticipates housing needs for the future such as the redevelopment of the Cascade future development area; and it fosters our culture and values by engaging tribal communities, celebrating and supporting our thriving Athletics programs, and embracing sustainability and renewable resources.

The Project Team conducted interviews with many stakeholders including Athletics staff; the SOU Native Nations Liaison; Sustainability Director; Facilities Management; University Housing staff; the Deans of Arts and Communication including Center for the Arts; Education, Leadership, Health, and Humanities; Social Sciences; Science and Business; Honors College; and the Dean of Undergraduate Studies and the University Library.

Outreach

The Project Team held two comment forums, both on-campus events, that were held on October 3, 2024 and October 10, 2024 to present the basic elements of this 2025-35 Master Plan. The goal of these sessions was to communicate the known projects for the next ten years, facilities challenges facing the University and the potential disposal of some University-owned property. During these forums participants could ask questions and concerns. SOU stakeholders and the surrounding community were invited by email and flyers. Based on stakeholder and community feedback, the Project Team included additional future development projects to the Master Plan and clarified the labeling and presentation of several items.

In addition to these forums, SOU created a website in order to make it easy for any interested party to submit comments to the Project Team. Examples of this successful outreach include the addition of more family housing for students on the map as well as refined places for public art.



The Project Team has also worked with Associated Students of Southern Oregon University (ASSOU) Leadership to discuss changes in the 2025-35 Master Plan.

Internal Comment Example

“The Hawk could improve the consistency and quality of offerings. The dorms could have maintenance promptly repair broken laundry machines. The dorm HVAC could be better explained to students and adjustments supported. The fire alarms could be monitored and false alarms fined to improve sleep quality for students.”

External Comment Example

“It would be helpful to have more than a map to look at and guess the intention. Could some text be added to the website to explain the maps? Is student population increasing? Decreasing? What majors are seeing greater/less interest? Providing some context around the uni’s patterns and goals would help us provide better feedback.”

City of Ashland Goals

Statewide planning Rules (OAR 660-30) direct State institutions such as SOU to coordinate with local jurisdictions on campus facilities. This recognizes the unique longevity, growth, and renovation needs for University facilities and the unique role of a university campus within any city. The City of Ashland has created a zoning designation for the SOU campus properties (Southern Oregon University District) that governs the use and development of this area. The specific provisions of that use and development, contained in this Master Plan, are intended to govern how the campus grows and functions. Once adopted by the City of Ashland, the provisions in [Chapter 7] of this Master Plan become the primary governing rules for SO -zoned property, including the future zoning of some property should it be transferred out of University System ownership.

In addition to the use and development provisions, the City works in partnership with SOU to create effective transportation systems, infrastructure and services. Together, both SOU and the City work together to benefit the surrounding businesses and community as a whole.

SOU’s direct academic programs involve over 5,000 individuals and create a large positive economic impact. Our graduates provide a workforce multiplier for the region and we offer many other campus outreach programs.

Contributing to Ashland and the Rogue Valley

Youth Programs/Summer Camps

SOU hosts and provides programming for more than 5,000 youth through our Youth Programs and Summer Camps, which include summer youth classes, the Black Youth Summer Institute, Konaway Nika Tillicum for Native American/Indigenous students, Summer ACADEMY, and Academia Latina.

Oregon Center for the Arts at SOU

The OCA at SOU educates students, artist-practitioners, and scholars in a learning environment that cultivates SOU's values of creativity, collaboration, discovery and diversity. Cumulatively, among music, theater, special events, concerts and others events, more than 16,000 members of the community stepped onto SOU for a cultural connection, including:

- 10,500 theater goers
- 1,300 musical concert series attendees
- 3,800 chamber music concert attendees

SOU Community Preschool

The Community Preschool at SOU provides a play-based environment for community members where experiential learning is encouraged. Its play-based curriculum bridges theory into practice and is guided by professional staff through careful observation and planning based on children's strength, interests and needs.

Employer for the Community

SOU employs nearly 750 faculty, classified and unclassified staff and administrators, making it one of the largest employers in Jackson County.

Hannon Library

The 122,830 square foot Hannon Library offers access to an ever-growing number of resources for instructional, research, and general information needs. The collections complement the educational programs of SOU and include materials in a variety of formats. Students and community members have access to 340,000 print volumes and 115,000 e-books, 296,000 government publications, and 1,689 periodical, serial, and newspaper subscriptions.

Jefferson Public Radio

JPR is a regional public radio broadcasting network serving over a million potential listeners in a 60,000 square-mile area in Southern Oregon and Northern California. JRP is owned by SOU and is headquartered on the Ashland Campus.

Schneider Museum of Art

The Schneider Museum of Art is a vital force in the intellectual life of Southern Oregon University that promotes an understanding of the visual arts within a liberal arts education. SMA serves both an academic and community audience and builds a challenging environment that engages with the visual arts through exhibitions and programs supporting interdisciplinary study, research and discourse. The museum is open year-round and The museum's permanent collection is primarily focused on works on paper from the twentieth century and beyond, and includes artists Mark Tobey, David Siqueiros, Jack McLarty, George Inness, and Alexander Calder. Other works in the collection: lithographs by William Hogarth, Pre-Columbian ceramics from Costa Rica, Native American baskets, and woven artifacts from New Guinea.

SOU Food Pantry

The SOU Food Pantry ensures that SOU students have food and other basic necessities to alleviate the effects of hunger and poverty, easing the burden on the greater Ashland community.

The Osher Lifelong Learning Institute (OLLI)

OLLI at SOU is a member-driven educational community of more than 1700 adults, primarily aged 50 and older who live in the Ashland area. OLLI brings its participants into connection with courses, activities, events and excursions each year during SOU's fall, winter and spring terms.

History

Southern Oregon University began as Ashland Academy in 1872, and went through several changes prior to being an official state normal school in 1887. The school was closed due to lack of funding in 1890-95 but reopened in 1899. In 1904, the school became a full state school but funding was again eliminated in 1909, leading to the facility being closed. Finally, in 1926 the school was reestablished in its current location.



The initial school facility was Churchill Hall, followed by Britt Hall in 1936 and Susanne Homes 1947 (original section). In 1939 three state normal schools were designated Colleges of Education by the state.

Naming Heritage

In 1956, the Southern Oregon College of Education became Southern Oregon College, and in 1975 the name changed to Southern Oregon State College. The current moniker of Southern Oregon University was adopted in 1997. Throughout that time, while the name had changed,

the mission of serving the educational needs of our students and helping make Ashland a vibrant community remained steadfast.

Bright Future

This 2025-35 Master Plan looks to a bright future honoring this legacy and charting a course to serve the students of a new era. Each section of this Master Plan addresses elements of campus and charts a path forward: Educational/Academic Facilities, Housing, Athletics, Sustainability, Future Development Areas, and Zoning and Development Standards.

A Master Plan is by its nature a forward-looking document but it is also an opportunity to reflect on the 2010-2020 Master Plan and identifies certain elements (completed, continuing, and discontinued), which will inform decisions for this next period of time. Each section of this Master Plan identifies some significant changes that have occurred in the past fifteen years such as upgrades to Churchill Hall and the Performing Arts / JPR Building, the creation of the Lithia Motors Pavilion and creation of Raider Village (Shasta Hall and McLoughlin Hall).

Changes Since 2010 Master Plan

Some projects identified in the 2010-2020 Master Plan have not been pursued and are now considered to be non-viable. These include the Arboretum, Faculty Housing facilities, and the stand-alone Jefferson Public Radio facility. Other priorities from that previous Master Plan have provided significant benefits to the SOU community, such as the pedestrian crossing upgrades along Siskiyou Blvd. and the SOU Solar Initiative. Solar power generation has continued through this past decade and is a significant part of SOU's ongoing success (see Sustainability, Chapter 5).



Some larger ideas discussed in the past, such as creating a special overlay zoning district with the City of Ashland, tentatively titled the "University District," or the construction of Faculty Housing, are no longer included. This idea of an overlay zoning district was discussed in the

Spotlight: Improved Safety

In 2012, as part of the North Campus Village ("NCV") residence halls project, SOU commissioned a traffic engineering study to analyze the vehicle and pedestrian traffic flow along and across Siskiyou Blvd and Ashland Street within the SOU campus boundaries. The consultants recommended installation of a new diagonal crosswalk at the major Siskiyou-Indiana-Wightman intersection as well as the installation of pedestrian-activated flashing crossing signals at other select locations along Siskiyou Blvd and Ashland St.

As part of the NCV construction project, SOU upgraded the traffic signals and installed the diagonal crosswalk at Siskiyou-Indiana-Wightman. As recommended by the traffic study, SOU also installed pedestrian -activated flashing crossing signals at Siskiyou Blvd & University Ave, Siskiyou Blvd & Garfield St, Siskiyou Blvd & Bridge St, Ashland St & Stadium St, and Siskiyou Blvd & Frances Lane.

Since the signalization and crosswalk improvements, pedestrian safety along Siskiyou has improved dramatically, with only 17 incidents down from 47 Motor Vehicle/Pedestrian incidents (as reported by Ashland Police Department) over this 12-year period.

2000 Master Plan and again is referenced in the 2010-2020 Master Plan. The potential benefits of providing for a pattern of development and redevelopment of property near or adjacent to the University is something that the University looks forward to discussing in the future, but is beyond the scope of a Facilities Master Plan.

By its nature, the creation of a University District zoning overlay will impact not only the University but our neighbors, so a larger process of engagement is critical and should be done through the leadership of the City. In 2018 the City did create the Transit Triangle District, which encompassed some of the area

bordering the University. Current discussions with the City indicated that this Transit Triangle District may evolve into a Climate Friendly Area, consistent with the state-wide Climate Friendly and Equitable Community Rules adopted by the State of Oregon. Faculty Housing was an approved element of the 2010-20 Master Plan but funding and design never occurred and has been removed. Related issues such as identifying the appropriate land use zone for property transferred by the University to a private party is addressed as part of the process of legislative adoption for this Master Plan by the City (“Zoning if Transferred” Map, Appendix A.)

Transportation System

Since the 2010-20 Master Plan the University has seen a significant reduction in enrollment, a significant increase in on-line or hybrid learning and a corresponding reduction in transportation impacts and needs. In recent years there has been a reduction in requested parking passes and no new parking facilities created. It is possible to get a discount for having a carpooling parking pass and the SOU community can get RVTB passes (free for faculty, staff, and discounted for students). RVTB reports increases in SOU pass usage. In light of current needs, no new or altered vehicle system elements (parking, roads or access points) are proposed to be changed.

Consistent with our goals of sustainability and multi-modal transportation, SOU continues to encourage bicycle use. There are 13 covered bike parking locations on campus providing 260 spots. Understanding that the primary use of bicycles by the SOU community and that the center of campus is encouraged to be ‘walkable’, these bike shelters are located primarily around the perimeter of the academic campus and at residence halls. The most recent residence halls (Shasta and McLoughlin) have included bike hangers in each room to provide this option to student bike owners. This is a recognition of security preferences and value of today’s bike. We will continue to review the needs of bike users and update our policies (currently evaluating how to address e-bikes in regard to safety and security) to reflect changing usage and equipment. This will also include working to add secure bike parking to the new Creative Industries project on the west side of campus that would be open to the public for visitors to that side of campus, including for theater or concert events.

Pedestrian connectivity and safety continue to be a focus for SOU (See Spotlight on Pedestrian Safety Crossing Siskiyou.) Facilities staff continue to work tirelessly to maintain the quality of pathways throughout campus as those are impacted by weather, landscaping and ordinary wear and tear. One significant project outlined in this Master Plan is within the Athletics core of campus - an improved pedestrian way from Raider Village to the new Softball Complex. This will connect the elements of the campus sporting facilities to the main residence and dining hub providing a comfortable and well signed spine through the north end of campus.

SOU prides itself in being a walk friendly and bike friendly campus and will continue to build on existing programs and initiatives through the length of this Master Plan.

Chapter 2—Academic Facilities

Where We Have Been

The 2010-20 Facilities Master Plan identified several SOU buildings in need of upgrades & re-investment. Churchill, Britt, Central, McNeal, Science, Theater Arts, and Cascade were identified on that list. SOU has been able to address all of these buildings since 2010 and has also made significant improvements to Taylor Hall. A Map of Academic Facilities and supporting buildings is attached as Appendix A and a full list of facilities and information about each is set forth in Appendix B.



Significant Changes to SOU Buildings Since 2010

Academic Buildings	Reno Dates	Work Scope	Notes
Churchill Hall	2011	Seismic upgrade and complete systems replacement (HVAC, plumbing, electrical), new fire & life safety systems, ADA upgrades, new windows, new interior finishes throughout	
Britt Hall	2019-24 (4 phases)	Seismic upgrade and complete systems replacement (HVAC, plumbing, electrical), new fire & life safety systems, ADA upgrades, new roof, new interior finishes throughout	
Central Hall	2022-current	Seismic upgrade and complete systems replacement (HVAC, plumbing, electrical), new fire & life safety systems, ADA upgrades, new interior finishes, new roof, exterior refurbish	Upper floor TI buildout scheduled for 2025
McNeal	2017-18	Building replaced by the new Lithia Motors Pavilion and Student Recreation Center	
Science Building	2015-16	Seismic upgrade and complete systems replacement (HVAC, plumbing, electrical), new fire & life safety systems, ADA upgrades, new windows, new roof, exterior waterproofing, all new interior finishes and equipment	
Theater Arts (Oregon Center for the Arts)	2017-18	Interior renovations to the existing building. Building additions to add new program spaces and faculty offices. New interior finishes	A new wing was added to the existing building for new JPR studios & offices.
Taylor Hall	2013 & 2022	Replacement of all windows, new exterior finishes, renovation of public restrooms, ADA upgrades, upgrades to lobbies & corridors, Anthropology dept. renovation	
North Campus Village (New Res Halls)	2011-12	Two all-new residence halls (Shasta & McLoughlin-700 beds) and a new Dining/Kitchen facility (Hawk Dining) were constructed on the north campus	Replacement of Cascade was envisioned in the 2010 MP
Cascade Complex	2024	Abatement & hazardous materials removal in progress. Complete demolition to be completed in 2025	Replacement of the Cascade complex was anticipated in the 2010 MP



Where We Are Going

This Master Plan anticipates significant work (beyond maintenance and repair) to several existing buildings in this 2025-35 cycle:

Academic Buildings	Anticipated dates	Work Scope	Notes
Music (Creative Industries)	2025-27	Complete renovation of the existing building and an approx. 10,000 sq. ft. addition for a new teaching theater, new ADA restrooms & support spaces	
Education-Psychology	2025-27	Exterior rehabilitation (new windows & doors, skylights, exterior waterproofing, interior renovations	No change in building footprint anticipated
Digital Media Center (DMC)	2027-28	Interior renovations and an approx. 4,000 sq. ft. addition	
Susanne Homes	Future Dev TBD	Partial demolition of the west wing, complete renovation of original building.	
The Farm Administration Building	Future Dev TBD	Demolition of old the farmhouse (155 Walker Ave). Construction of a new multi-purpose building for food prep, education, and administration	

SPOTLIGHT: The Farm at SOU

Located at the far north end of the SOU campus, adjacent to the ScienceWorks Hands-on Museum, The Farm at SOU is a center for sustainability. The student-led organic farm produces healthy, sustainably harvested food for the SOU community. It is a hub for education, student and faculty research and community outreach to Ashland and the entire Rogue Valley. Our projects are inspiring a generation of ecologically-committed leaders who promote a vision of living and working sustainably in community and on the land. The Farm at SOU is and was conceived as a learning laboratory where students from all disciplines can dream big. Student research and projects on this site have already included work on K-12 curriculum to teach watershed restoration, research on solar technologies in agricultural landscapes, the role of visual art in environmental activism, and research on soil water retention. The Farm hosts Farm to School programs through a collaboration with Rogue Valley Farm to School.

As shown on the Academic Facilities Map in Appendix A, The Farm has significant investment and anticipated development.

Pending projects include the new farmhouse (2,200 sq. ft), classrooms, exhibition space, offices, restrooms, a pollinator garden, and a commercial kitchen.

These improvements have been designed and will be incorporated around the existing Thalden Pavilion. Together with the Ashland School District and ScienceWorks, SOU commissioned plans for the phases of improving The Farm which are incorporated into this Master Plan and attached as Appendix A.

The Farm currently employs up to 12 students at one time. The Farm is critical to two SOU degrees as well as a Certificate in Environmental Horticulture and Horticultural Business. In addition to restoration ecology, hydrology, soil science, and agroecology, the following courses are taught exclusively at The Farm:

- Sustainable Food Systems: The Land
- Sustainable Food Systems: The Harvest
- Sustainable Food Systems: The Planting
- Propagation, Integrated Pest Management
- Irrigation Management
- Greenhouse Management

Creative Industries

The Creative Industries represent a dynamic economic and occupational subsector that encompasses a broad spectrum of activities focused on culture, entertainment, arts, and information. This project will transform the existing Music Building into a state-of-the-art collaborative learning environment, equipping students with professional-grade facilities and tools to thrive in the Creative Industries economy.

The renovation will include a seismic upgrade, full replacement of mechanical, electrical, and plumbing systems, new life-safety systems (fire alarms and sprinklers), substantial ADA accessibility improvements, and energy efficiency enhancements. A key component of the project is a 10,000-square-foot expansion, featuring a new teaching studio and support facilities to enhance hands-on learning opportunities.

This upgraded facility will enable students to integrate creativity and innovation into their educational experiences and career pathways. SOU's Creative Industries curriculum emphasizes STEM competencies while prioritizing creative production and storytelling. Students will be

prepared for diverse careers across music, performing arts, film and video, digital media, design, software development, television, radio, video gaming, eSports, virtual and augmented reality, product design, fashion, architecture, advertising, strategic communication, publishing, journalism, and more.

The skills cultivated within this program are not only essential for success in creative fields but also applicable across numerous economic sectors, highlighting the versatility and adaptability of creative development and production. This project is a critical step in preparing students to lead and innovate in the fast-evolving Creative Industries landscape.

Education-Psychology Building Renovation

Education-Psychology Building is a 47,000 sq. ft. 3-story academic building that was constructed in 1973. The facility is home to the Education and Psychology departments and houses numerous classrooms, faculty offices and the community pre-school. The facility is substantially unchanged since it was constructed 52 years ago.

SOU will rehabilitate the Ed-Psych “exterior envelope” over the next 2-3 years. Work scope will include new roofing, replacing the existing skylights, replacing exterior doors and windows, re-sealing patio decks and stair landings, and re-pointing and re-sealing the exterior brick veneer.

The building footprint will remain unchanged. The building appearance will be substantially unchanged after this envelope rehabilitation project is completed

Digital Media Center

SOU’s current Digital Media Center (DMC) is a vital hub for Creative Industries development and media literacy education in Southern Oregon. The DMC boasts unparalleled production resources in the region, including a sound recording booth, an equipment check-out facility, and a 1,000-square-foot multi-cam studio equipped with an LED lighting grid and green screen. These facilities have established the DMC as a key partner for local news organizations, K-12 media educators, and Southern Oregon Public Broadcasting Service (SOPBS).

As part of the Creative Industries Project, many current DMC functions will be merged into the new facility. Once the Creative Industries space is online, the existing DMC building will be repurposed for other academic and athletic uses, maximizing the value of SOU’s infrastructure.



Southern Oregon University

Susanne Homes Building

Susanne Homes, constructed in two phases (1947 and 1958), is another example of SOU's evolving campus needs. Originally designed as a dormitory to foster independent student living, its decades-old infrastructure—including obsolete and failing plumbing systems, steam heating, single-pane windows, community restrooms, and undersized electrical service—can no longer support student housing. Since 2018, the building has been partially occupied by the Honors College and SOU Service Center.

A high-level architectural review suggests that the 1958 addition should be demolished, while the original 1947 wing has potential for renovation into academic space. Although design and funding for a renovation have not yet begun, the deteriorating infrastructure necessitates future planning.

SOU's ability to fund academic structures largely relies on State bonding approved by the Oregon Legislature for maintenance, repairs, new construction, demolition, and substantial remodels. With significant deferred maintenance across campus, SOU has strategically allocated available funds to prioritize safe and effective learning environments. While the rising costs of renovation reflect the evolving nature of higher education and increasingly complex building operations, SOU remains committed to addressing these challenges.

Beyond maintenance, SOU has embraced innovation to meet the needs of modern students, offering flexible modalities such as online synchronous and asynchronous classes. These advancements require significant investment in physical spaces and technology to support delivery. Despite these shifts, SOU upholds the value of in-person instruction and human interaction, ensuring that the majority of courses continue to foster direct engagement in well-maintained and technologically advanced learning spaces.





Chapter 3—Athletics

Student-athletes play a substantial role in the fabric of SOU. With over 450 student-athletes, our athletic programs are key to SOU's recruitment and retention of students. Our student-athletes maintain higher-than-average grade point averages and tend to be some of our most involved students in both on- and off-campus activities.

SOU has a vision to provide student-athletes, alumni, donors, and fans with competitive facilities and outstanding game-day experiences.

A significant part of making this vision a reality was replacing McNeal Pavilion with the current Lithia Motors Pavilion and renovating Raider Stadium. These were key initiatives of the 2010 Master Plan which have been achieved.

Where We Have Been

The aging McNeal Pavilion was SOU's marquee athletics facility for nearly sixty years and was replaced with a state-of-the-art three-story building. The \$22 million secured by SOU in 2012, however, was based on renovating, not replacing, the pavilion. When architects and engineers determined that a full replacement was necessary for safety reasons, the state allocation was simply not enough to construct a new facility and house all necessary programs. SOU's national championship football program, among others, like track and field, was without a locker room in the current plan. The "finished" 100,000 square-foot Lithia Motors Pavilion was not large enough to accommodate all the needs of a growing athletic program for men and women competing in thirteen sports (now nineteen), as well as academic offices and classrooms. To mitigate space issues, SOU simultaneously renovated Raider Stadium. This ensured that SOU



could remain competitive in the recruitment of student-athletes and compliant with federally mandated Title IX requirements for gender equity.

The new Lithia Motors Pavilion is now providing both competition space and locker room space for men's and women's indoor sports (basketball, volleyball, and wrestling), men's and women's soccer, office space for athletic administration, as well as other academic programs. The building also continues to house the Bob Riehm Arena offering 1,400 seats for spectators attending SOU basketball, volleyball, and wrestling competitions. There are also four classrooms for students enrolled in the Outdoor Adventure Leadership Program and Health and Physical Education.

The Raider Stadium renovation project ensured that outdoor sports (in particular football and track and field/cross country) had coach offices, locker rooms for the men's and women's teams, meeting and conference areas, a training room, and a weightlifting area for all programs. Improvements have extended beyond the Stadium to Wightman Street, where three dilapidated tennis courts have been converted into sand volleyball courts used by our new Beach Volleyball team. The continued rehabilitation of this area may include upgrades to make the remaining space multi-functional for other similar sports such as Pickleball.





Where We Are Going

As shown on the Athletic Facilities Map, our facilities will continue to be centered around the Lithia Motors Pavilion. The vision for the SOU Athletics District includes a new pedestrian mall that flows seamlessly between Raider Village, the Lithia Motors Pavilion, and Raider Stadium and it will extend to connect to the Softball Complex. This proposed pedestrian walkway and plaza space will use pavers and other natural materials to unite the Athletics District and direct the SOU community to athletic events.

Proposed Improvements during this Master Plan include a Softball Complex (Spotlight below), a small expansion to the Lithia Motors Pavilion, a Practice Building, and upgraded facilities for concessions and food trucks.

This Master Plan anticipates the continued growth and success of our Athletics programs. We have identified areas that will serve this growth and where future development will take place.

SOU does anticipate the use of Future Development Areas shown on the Athletics Map, to be developed under the Design and Development Guidelines and will be in furtherance of our educational Mission. The full design, programming, and funding of such areas are as-yet undetermined. One example of a need that may be addressed with such future development is that our current roster of 110 wrestlers, between our men's and women's teams, would benefit from a potential new facility (labeled as Future Development), located between the Lithia Motors Pavilion and the Beach Volleyball courts. Similarly, we appreciate and embrace the passionate Raider fans who attend events at Raider Stadium and want to make this an amazing experience for attendees. This is why the development of a tailgating area has been identified for Future Development, but because there is no current design, timing, or funding for the project, it has been designated for Future Development.

SOU also anticipates needed upgrades for Raider Stadium. This facility was built in the 1980s and needs additional renovations. An assessment of every aspect—from bleachers to bathrooms to the press box—will be undertaken to move forward with making this facility the center of a quality game-time or graduation experience.

The Athletics District is an exciting hub of student life and community engagement with SOU. Investments in these facilities will continue to pay off, creating academic opportunities and top-notch venues for our student-athletes.



SPOTLIGHT: Softball Complex

Since the reintroduction of softball as an intercollegiate sport and the field conversion from baseball to softball, the SOU softball program has won several Conference Championships and three National Titles (2019, 2021 and 2023). The SOU softball program is one of the most popular sports with fans, SOU alumni, and community members.

Historically an underutilized baseball field, this portion of the Athletics District was revived in 2001 and the outfield and dirt infield were modified to softball field dimensions. The distance from the dugouts to the playing field remains at baseball field distances.

There is a seating capacity of 500 in the existing bleachers. The bleachers and press box have not been changed or upgraded since being installed or slightly improved in 2001 for the softball field conversion. The previous concession stand building has been converted to the team's locker room.

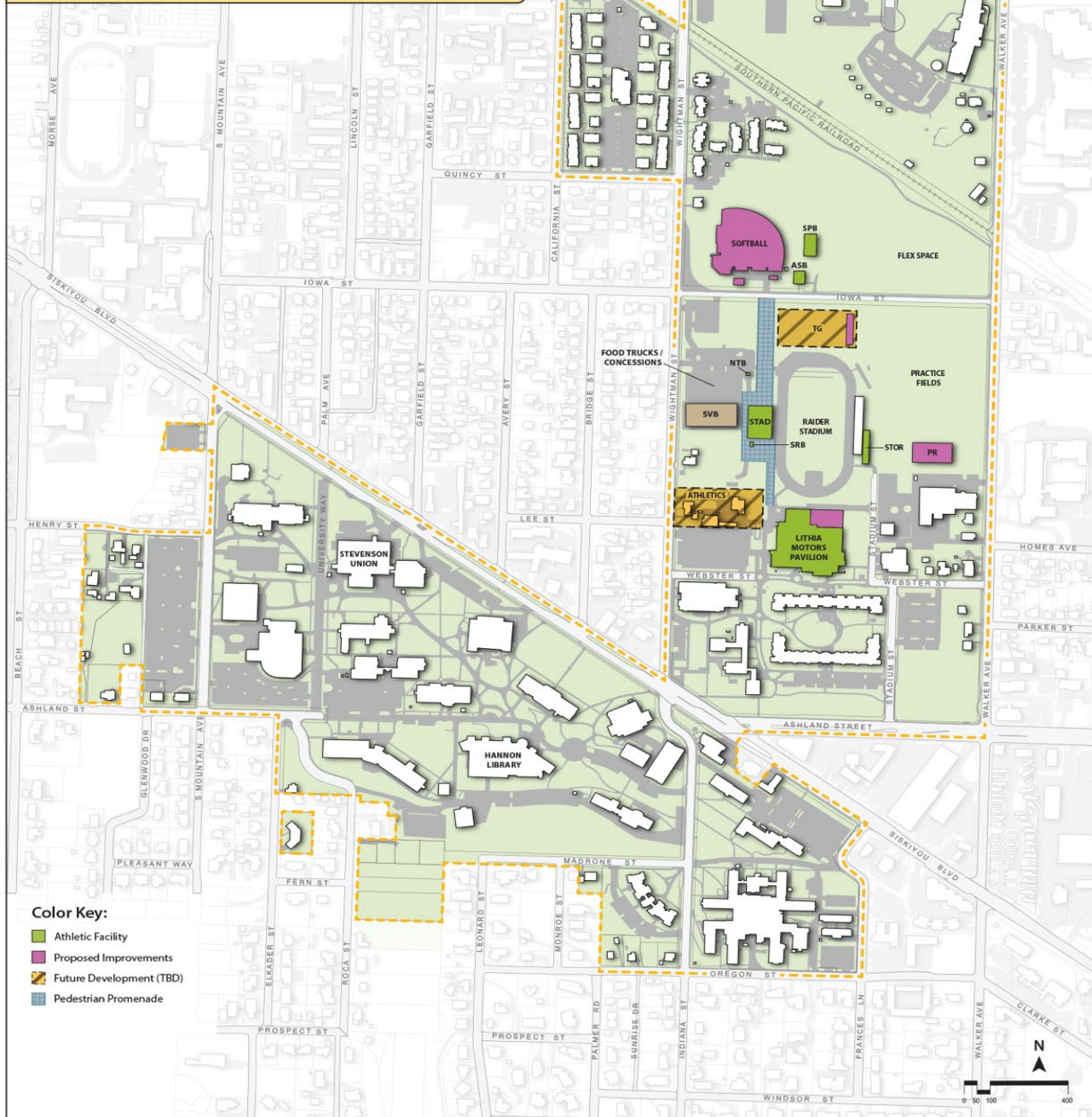
The City-approved plans for the new Softball Complex include new ADA facilities, increased seating capacity, a new entry plaza connecting the Softball Complex to Raider Village, new dugouts, concession facilities, a press box, and a renovated field to NCAA standards, including appropriate lighting and a scoreboard.



SOU Campus: Athletic Facilities



To comment on SOU's 2025 Master Plan Amendment, please scan the QR Code.



Color Key:

- Athletic Facility
- Proposed Improvements
- Future Development (TBD)
- Pedestrian Promenade

Building Key:

- ASB Athletics Services Building
- NTB North Ticket Booth
- PR Practice Building
- SPB Softball Practice Building
- STAD Stadium Facility
- SRB Stadium Retail Booth
- STOR Stadium Storage Facility
- SVB Sand Volleyball
- TG Tailgate Area / Food Trucks





Chapter 4—Housing

While SOU continues to modernize its curriculum and offer modalities like online learning, we strongly believe there is tremendous value to having in-person learning. We offer a variety of housing types and styles on campus including family housing. If SOU did not offer on-campus housing, there be further strain on local market rate housing which already has extremely low vacancy rates and, due to Ashland’s limited public transportation, may price some students out of having a collegiate in-person learning experience.

Our campus housing provides a socially rich and academically supported experience. Living on campus gives the advantage of being closer to classes and participating in SOU activities. Living on campus leads to making more friends, having better success in any course of study, and creating a tremendous sense of community.

In addition to creating a strong experience, living on campus reduces the impacts created by commuting to SOU and also helps to alleviate some of the demand on housing surrounding campus. As shown on Housing Facilities Map in Appendix A, we currently have 962 unrestricted beds available for housing in residence halls and 178 seasonally available beds in Greensprings. SOU also has 166 apartments at SAFH ranging from studios to four bedroom units, as shown on the Housing Map.

Where We Have Been

The on-campus residence hall experience has changed significantly over the years. The modern housing experience reflects more privacy, independence, and better amenities than units built decades ago. Aging facilities such as Cascade and Greensprings have come with a host of issues. Cascade was approved for demolition as part of the last Master Plan and will be completed in 2025. Greensprings continues to suffer infrastructure challenges as a result of its age and initial design. One of the most significant developments during the past fifteen years was the creation of Raider Village and construction of Shasta and McLoughlin Halls. These additions have been critical to providing housing that meets the current expectations and needs of our students.

McLoughlin Hall

SOU broke ground on Raider Village in April 2012 and officially opened in fall of 2013. McLoughlin Hall is part of Raider Village and features a suite design with both single and double rooms available. It's primarily a community for returning and transfer students but is open to all students. McLoughlin Hall is also home to the Multicultural Community on the second floor. The purpose of this Multicultural Themed Housing Community is to provide a space for students of different cultures and backgrounds to live, study, and intentionally engage with and explore their unique histories.



Shasta Hall

Shasta Hall is part of Raider Village and features a semi-suite design with both single and double rooms available. This is primarily a first-year community, but open to all students. Shasta Hall is also home to The Garden



(LGBTQIA+) Community on the 2nd floor. The purpose of The Garden (LGBTQIA+) Themed Housing community is to provide a safe space for LGBTQIA+ students and allies to live, study, and engage together.

Greensprings

The Greensprings complex is currently used for seasonal housing because of the deferred maintenance challenges impacting these facilities. The failure of critical infrastructure in the 1960s structures has limited its current use. The physical limitations include a lack of air-conditioning, no ADA-compliant amenities, and outdated electrical and plumbing systems. The layout of units, ceiling height, and outdated resident common areas are also sub-optimal and not what current students desire. We believe that prior to 2035 we may no longer be able to house students at any time of year due to the failing facilities which include heating for the building.



We recognize that this facility is located at the heart of campus and could meet many future needs if funding became available. Various options are being explored, including keeping the existing concrete structures and creating new interior spaces and infrastructure. A critical first step will be understanding the seismic condition of the current buildings and suitability for renovation. With such substantial work pending and no current plans beyond the current use, the rehabilitation of Greensprings is included as part of this 2025-35 Master Plan.

Where We Are Going

Student Apartments and Family Housing

Student Apartments & Family Housing serves members of the SOU community who would benefit from this living situation. This is also an area that we heard addressed many times during our listening sessions with the community and SOU stakeholders. As a result of these conversations, a Future Development Area for expanding the Student Apartment and Family Housing has been added to the Housing Map. It is designated as Future Development because

SPOTLIGHT: Cascade Future Development Area

As part of the 2010-20 Master Plan, the Cascade Complex was identified as having significant limitations and in need of massive renovation if it were to continue to serve as a residence hall. The scope of deficiencies and cost of even minimal upgrades made it unsustainable to continue its historic use. SOU discontinued use of Cascade as a residence hall in 2012. The building was used as flex space to support numerous capital renovations to other buildings on campus.

Aspen, Baker, and Cedar also functioned as SOU Conference space until the heating hot water infrastructure failed in late 2023. As part of the approval process for Shasta and McLoughlin Halls, Cascade was identified for demolition, with those facilities as replacements. The assessments and process for demolition are underway and this area is identified for future development. Funding for demolition was allocated to SOU in 2022, through the American Rescue Plan Act (ARPA) and will be completed in 2025. With the completion of the demolition of the old Cascade facility comes the opportunity to create something innovative and special. The options for the future of this area are vast, and discussed under the Future Development section of this Master Plan.

there is no current design or funding for this project. But it has clearly been identified as a need, being the type of housing most in demand with an extensive waiting list for available units. These units provide a flexible and economical option for members of the SOU community and particularly older students and those with families.

University District Lot

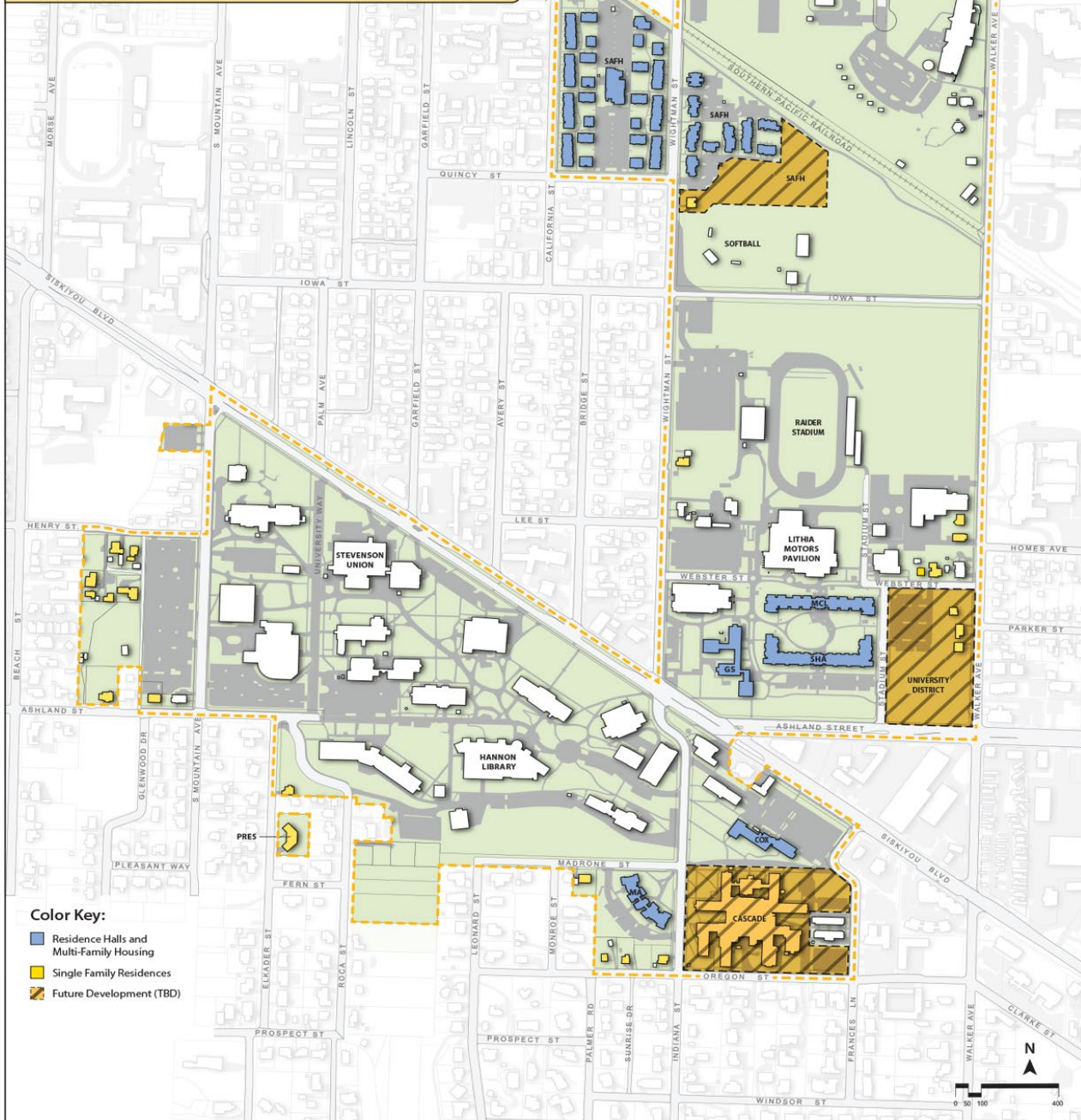
We also expect that the University District Future Development project will include housing facilities. The development of this important gateway to the SOU campus is too undefined in scope, design, or funding to discuss in detail. At some time in the future, should this project advance, we expect

that there will be more opportunities to discuss the design and uses of this area. While being the most undefined of all potential projects identified in this Master Plan, we could see a housing component at this site should SOU grow to the extent that this project is likely.

SOU Campus: Housing Facilities



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Building Key:

HOUSING

COX	Cox Residence Hall
GS	Greensprings Residence Hall
MCL	McLoughlin Residence Hall
MA	Madrone Residence Hall
PRES	President's Residence
SAFH	Student Apartments and Family Housing
SHA	Shasta Residence Hall

HOUSING TYPE	QUANTITY	NOTES
Residence Halls		
Total Beds Available	962	Unrestricted
Greensprings Beds Available	178	Seasonal (4 Months)
Student Apartments and Family Housing		
Studios	8	
One Bedroom	5	
Two Bedroom	97	
Three Bedroom	52	
Four Bedroom	4	
Single Family Residences		
Total Houses	23	13 Rented



Chapter 5—Future Development Areas

Generally

As shown on the Capital Improvements Map, there are areas that SOU anticipates will be developed for certain uses in the future. At this time, because there is no specific design nor funding, these projects are identified as “Future Development.” The University anticipates more discussion as the design of projects in these areas evolves, but it would be the intent of the University to develop projects within the approved Development and Design Guidelines contained in this 2025-35 Master Plan. These designated parts of campus are identified on both the Capital Improvements Map as well as the Maps for each type of use anticipated (Housing, Athletics, etc.)

Housing- Future Development

Faculty housing is no longer anticipated to be a project undertaken by the University. Land identified as potential faculty housing in the 2010-20 Master Plan is now targeted for rezoning and potential sale. While this is no longer a part of the Master Plan, the idea of housing for members of the SOU community, of all ages, continues to be an integral part of SOU’s mission.

Student Apartments and Family Housing (SAFH)

One of the key comments during the open forums on this Master Plan (from student leadership) was an identification that the most in-demand housing for students is Family Housing, which is available at the complex of apartment housing located at the north-west extension of SOU. It is an excellent resource for a member of the SOU community, making higher education possible while having a working spouse and children. Identified on the Housing Map as SAFH – Student Apartments and Family Housing – this area imagines an expansion of the existing SAFH development. The University has identified this as an area that could meet this need and would be compatible with the adjacent new Softball Complex.

Cascade Housing Complex

Surrounding the Campbell Center (where the Osher Lifelong Learning Institute (OLLI) program is housed), the Cascade project is one of the most exciting projects on the horizon at SOU. It is identified as a Future Development because the design and funding models are just now beginning to be developed. The Cascade building was identified in the 2010-20 Master Plan as



an aging facility, where demolition was a likely outcome for this resource and it is currently in the process of being demolished. The removal of this old facility will make way for a new housing facility and creates an opportunity for a new campus dynamic.

Retirement today looks very different than it did just decades ago. As people transition

from full-time careers, today's active and engaged retirees are looking for dynamic places to live, learn, and play. Across the nation, communities and campuses are embracing a cohort of older people who want to be part of a college environment. A new facility on the Cascade site could provide a living environment where everyone is involved in not just OLLI courses, but other campus academic courses, concerts, art installations, and athletic events. The educational opportunities for a new residence are limitless. Similar in many ways to the newest student housing (McLoughlin and Shasta residence halls), SOU envisions that this project would be a public/private partnership. It has the potential to generate revenue and welcome a whole new demographic of SOU students and community members. It is easy to imagine a facility that is not just for living but incorporates educational spaces where students are engaged with and learning from older students and residents. Residents are anticipated to be part of the SOU community, just as students living in Shasta Hall or student and their families living in SAFH apartments are today.



The University expects that development partners would work within the Design and Development Guidelines within this Master Plan and with the City of Ashland. Determining the viability, programming, and design for this facility is a top priority for the University.

Academic Facilities- Future Development

Native Nations Gathering Space, Native Gardens, Learning Garden

Southern Oregon University, in this 2025-2035 Master Plan, identifies several spaces on campus to honor and respect the history and land stewardship of the Indigenous people who lived here since time immemorial.

We know that our community benefits from the sharing and fostering of the deep cultural traditions and teachings made available to us by Indigenous communities. As a University, we actively look for ways to continuously develop this connection and recognition. The 2025-35 Master Plan is just one way in which we illustrate this commitment. In partnership with Native students, Native community members and our Native Nations Liaison, the University has identified three Future Development Areas to intentionally create space: The Learning Garden, the Native Garden, and the Native Nations Gathering Space.

The Learning Garden is proposed to be located in the heart of the Educational and Academic core of campus while the Native Garden is proposed to be located near The Farm at SOU. Both of these projects will foster Indigenous Traditional Ecological Knowledge (ITEK), implementing and promoting biodiversity, soil health, and ecosystem resiliency. Each area will feature hands-on learning and engagement through workshops, demonstrations, and cultural events.

The Native Nations Gathering Space is designated for a location within the North Campus Zone, which contains most of the residential and recreational elements of campus. While there are no current plans for specific development within this envelope, this space is envisioned to enhance the partnership and collaboration between the SOU community and the local Indigenous communities.



Athletics- Future Development

Field House

Between the Lithia Motors Pavilion and Raider Stadium, Athletics has identified an area for a future facility. The popularity of certain programs with student athletes justifies considering where growth for indoor programming might occur. There is currently no design nor funding for this project.



Tailgate area

Fantastic game day experiences are an important way for Ashland and all Raider fans to come to campus and be part of SOU. Located between Raider Stadium and the new Softball Complex, this area is identified for creating a place for game day experiences. Temporary food carts and concessions are existing uses and are will be connected by a new pedestrian mall, but this specific area is reserved for a more dynamic experiential area expanding and enhancing these offerings.

Mixed Use / Other – Future Development

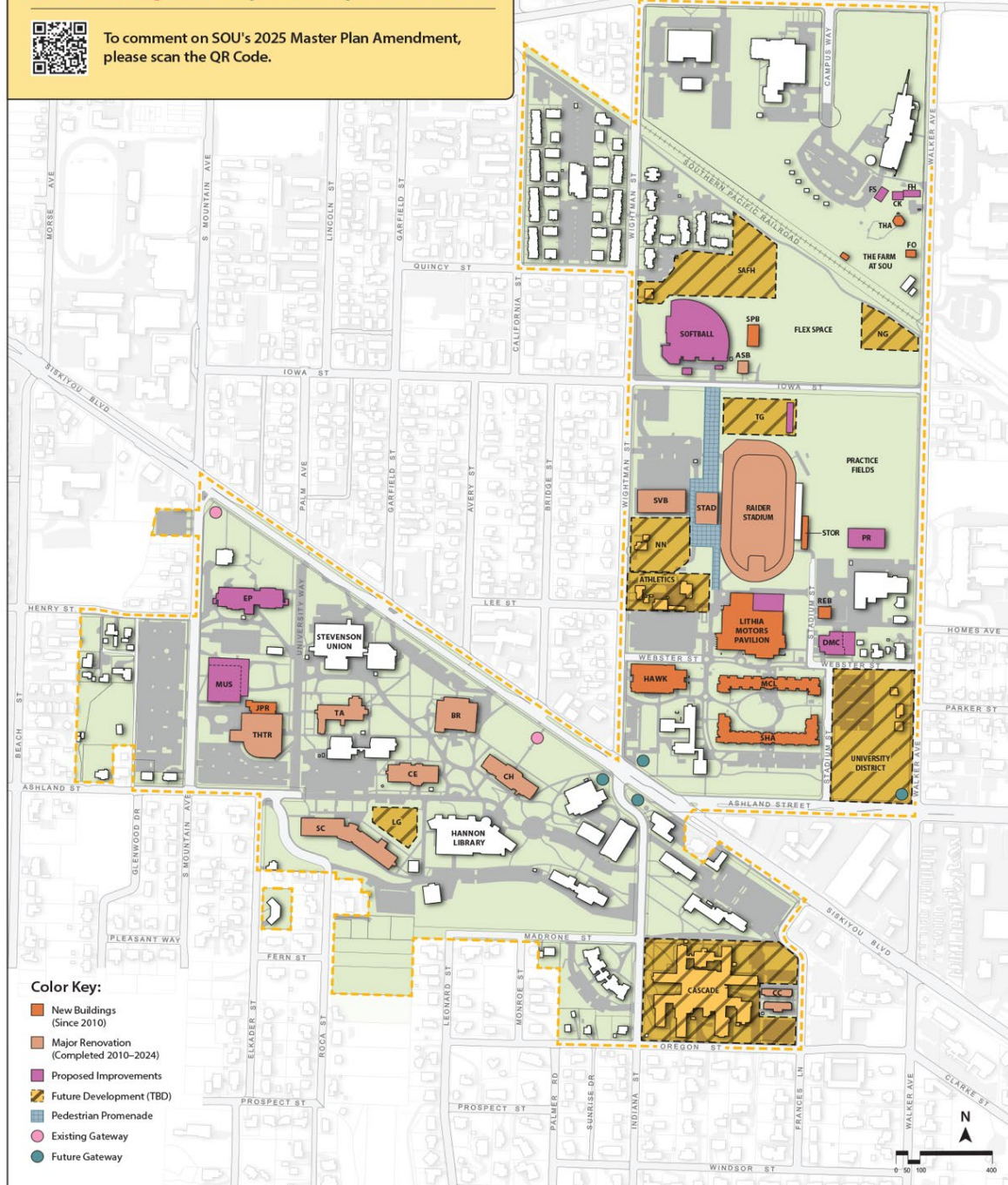
University District Property

After the potential new Cascade project, the University District Property is the most dynamic and far-reaching. This property is truly a blank slate on the edge of campus. Located at the corner of Walker Avenue and Ashland Street, this area, when developed, will become a significant gateway and signature feature of the SOU community. It is easy to imagine a project here embracing campus needs for housing, support services, academic space, or other retail opportunities that would transition from adjacent commercial uses to campus residence halls. With the widest range of potential, SOU believes it should have the widest range of development options and standards. The City has indicated that new zoning standards related to responsible infill and density may be appropriate here – if Ashland is to preserve its current boundaries, creative infill will be required, which the City has chosen to pursue in many elements of its Development Code. As such, the Design and Development standards in this Master Plan have specific provisions addressing flexibility in the development of this University District property.

SOU Campus: Capital Improvements



To comment on SOU's 2025 Master Plan Amendment, please scan the QR Code.



Color Key:

- New Buildings (Since 2010)
- Major Renovation (Completed 2010–2024)
- Proposed Improvements
- Future Development (TBD)
- Pedestrian Promenade
- Existing Gateway
- Future Gateway

Building Key:

ASB	Athletics Services Building	HAWK	Hawk Dining	SHA	Shasta Residence Hall
BR	Britt Hall	JPR	Jefferson Public Radio	SPB	Softball Practice Building
CC	Campbell Center (OLLI)	LG	Learning Garden	STAD	Stadium Facility
CE	Central Hall	MCL	McLoughlin Residence Hall	STOR	Stadium Storage Facility
CH	Churchill Hall	MUS	Music Building / Creative Industries	SVB	Sand Volleyball
CK	Commercial Kitchen / Processing	NG	Native Garden / Greenhouse	TA	Taylor Hall
DMC	Digital Media Center	NN	Native Nations Gathering Space	TG	Tailgate Area / Food Trucks
EP	Education / Psychology	PR	Practice Building	THA	Thalden Pavilion
FH	New Farmhouse	REB	Recreation Equipment Building	THTR	Theatre (Oregon Center for the Arts)
FO	Farm Operations	SAFH	Student Apartments and Family Housing		
FS	Farm Storage	SC	Science Building		



Chapter 6—Sustainability

SOU has an extensive history of environmental initiatives and sustainability practices. Climate and Sustainability have only become more important to our communities and to our world over the past fifteen years since the last Master Plan was approved. As part of the 2010 Master Plan, SOU outlined certain goals relating to achieving carbon net zero, developing a strong economy, ensuring sustainable use of natural resources, and preserving those resources. As discussed in that 2010 Master Plan, SOU adopted its own Climate Action Plan and related goals. See <https://sustainability.sou.edu/climate-action/>. SOU is a GOLD-rated university under the Sustainability Tracking Assessment & Rating System (STARS), a program run by the Association for the Advancement of Sustainability in Higher Education.

In 2019 Southern Oregon University received the national “Excellence and Innovation Award” from the American Association of State Colleges and Universities for developing “a comprehensive and impactful sustainability program by collaborating across operations, academics, and engagement.” This outstanding partnership continues as Southern Oregon University uses our land, buildings, and infrastructure as a living laboratory for hands-on learning in multiple disciplines including: hydrology, land use planning, restoration, sustainability management, climate and energy, project management, and art installation. Campus projects are intimately connected to the curriculum. Our students leave SOU knowing they can make a difference in the world, because they already have made a difference using the SOU campus as their lab.



In addition to the positive environmental impacts, SOU is also hoping our sustainability measures and goals will help to mitigate future costs. Our solar generation and energy efficiency goals, for example, will allow us to stabilize future costs and mitigate our need to raise fees to meet the continuously rising energy costs.

Where We Have Been

Transportation

SOU currently has 16 vehicle charging ports (8 double stations) on campus. These charging stations are located both at residential buildings and adjacent to workplace buildings. There are plans to continue to expand the number of electric vehicle charging ports on campus.

Recycling Program and Center

A recycling program with an on-campus recycling center for glass, plastics, paper, cardboard, and cans was founded by students in 2011 as part of a capstone project focused on diverting waste from landfill. This is supported by indoor and outdoor central collection points. Minimizing waste production and supporting reuse is our priority. Having a recycling center on campus helps ensure that the highest quality materials for recycling leave the campus. We also recycle a number of other materials and products including ink toner and cartridges, batteries, lamps, lightbulbs, electronic appliances and equipment, books, plants, oil, furniture, wood, scrap metal, marker pens, regular pens, and spray cans.



Energy Efficiency

SOU's proactive approach includes upgrading to energy-efficient lighting, boilers, and HVAC systems and installing new meters to better track energy consumption.

SOU upgraded the mechanical equipment at the Central Plant Building on campus in 2019. Boilers 1 and 2 were replaced with high-efficiency Hurst boilers with high-efficiency Riello Burners. Boilers 3 and 4 had the burners replaced with the same high-efficiency Riello Burners. A new Riello control system was installed to operate the boilers more efficiently. A new water softener system was installed to help reduce chemical usage. The existing 800-ton and 500-ton centrifugal chillers were replaced with two 800-ton, higher-efficiency centrifugal chillers. The roof-mounted, three-cell cooling tower was replaced with a larger-capacity, high-efficiency, two-cell cooling tower. One of the two existing condenser water pumps was replaced with a larger-capacity pump.

The operation of the HVAC system for each campus building on the University's direct digital control (DDC) system is scheduled based on the building occupancy information. When a building is not occupied, the temperature controls go into "unoccupied" status, with a lower setback temperature during the heating season and a higher setback temperature during the cooling season. HVAC systems are also upgraded during renovation projects across campus.

LED lighting became the SOU campus standard in 2016 and all new construction and renovation projects since 2016 have incorporated LED lighting. Projects with lighting retrofits throughout the building include the Theatre Building, The Lithia Motors/SRC, Britt Hall, and the Recycling Center. Other renovation projects with partial LED retrofits include the Music Building, Taylor Hall, the Science Building, the Osher Lifelong Learning Institute, and Raider Stadium. SOU has been gradually replacing exterior campus lighting with LED fixtures and more than half of the campus has been retrofitted with LED since 2016.

Solar

For a small public university, solar is a strong story for SOU. Ideally located in the Rogue Valley, the focus on solar energy dates back to 2000. The analysis of potential solar energy production was a significant goal of the 2010-20 Master Plan.

SOU currently has ten solar arrays on campus, totaling 696 kW of solar capacity, plus an array at the Higher Education Center in Medford and a pole-mounted array installed last year by a



nonprofit on land leased from SOU. SOU's first solar array was installed on its Library in 2000. This 6kw solar array has 24 solar panels. In January 2019, SOU expanded and added an additional 55.65 kW of solar to the site, increasing the system's capacity to 62.37 kW.

In 2013, students allocated \$85,000 from the student Green Fund to install a 32 kW solar array on the Stevenson Union.

In 2014, McLoughlin Hall and Shasta Hall both had solar panels added to their roof spaces.

McLoughlin Hall has a 73.7kW solar photovoltaic (PV) system and solar thermal panels. Shasta Hall incorporates an 82.5 kW.

In October 2018, the Student Recreation Center/Lithia Motors Pavilion added a 63 kW solar PV system to its facilities. The solar array contributes to the SRC/Lithia Motors Pavilion's LEED Gold Certification as one of its many green building features.

Designed with solar energy in mind, SOU's Recreation Storage Building boasts a south-facing roof with an optimal tilt to maximize the region's solar resource. The building showcases a 24.14 kW system. This was SOU's first net zero building, generating more electricity than it uses. Two more solar arrays came online in 2021, The Farm Storage with a 15,48 kW array and the Stadium Storage building with a 49.68kW array. Both net zero buildings mark a total of 3 net zero buildings on campus. In June 2024, SOU installed a 241 kW solar array in addition to the existing one on Lithia' Motors Pavilion, making it the largest solar array in the City of Ashland.

Clean renewable energy is supported by numerous programs such as Oregon's Clean Energy Targets greenhouse gas emission reduction targets as well as City of Ashland Climate and Energy Action Plan. Solar Arrays are an ideal form of clean energy in the Rogue Valley with the abundance of sunlight and SOU has taken the initiative of working to become the first publicly funded university to generate on campus 100% of its electrical usage. Solar Array locations are identified on the Photovoltaic Array Map (see Appendix A) and design standards are included in the Zoning and Design Guidelines chapter of this Master Plan.

Stormwater, Fire Resiliency, and Biodiversity

SOU has a long history of pursuing and achieving distinction relating to our efforts in managing landscaping and biodiversity. We continue to earn recognition as a Tree Campus USA—an honor we've held since 2014—and SOU was the first Bee Campus USA in 2014.



Our landscape planning relies heavily on ecological design practices, incorporating regionally-adapted, native, and drought-tolerant plant species. Our ongoing lawn conversion projects aim to increase plant biodiversity, continue to attract a greater number of bird and pollinator species as well as transition to a more drought-tolerant campus in recognition of the changing climate.

In 2019, a student project, funded by the Student Green Fund, led to the creation of a self-sustaining bioswale in parking lot 36, effectively managing stormwater and significantly reducing contaminants in

local waterways. Additionally, it serves as a practical model for eco-friendly water management, enhancing the campus's landscape and providing educational opportunities in environmental

science. There is also a stormwater drainage project at parking lot 4. Together these projects show our ability to innovate, educate and be environmentally conscious all at the same time.

Our projects capture stormwater and incorporate drought-tolerant, native plant species. Our irrigation development projects serve the long-term goal of reducing our irrigation water use through data-driven and sensor-based technologies. Low-volume/high-efficiency sprinklers, weather-based control systems, and lawn-replacement projects all contribute to operate with the least possible impact to our local watershed.



Where we are going

Sustainability is more than just a design feature or construction element at SOU; it is part of the culture. We continue to set goals that illustrate this commitment and pave the way for our future, both environmentally and as a cost-containment measure. Some of these key goals are set forth below.

Transportation system goals

- Achieve a 100% electric campus fleet
- Expand the number of electric vehicle charging stations on campus
- Improve commuter transport-related greenhouse gas

Recycling Program and Center goals

- Enhance waste reduction and recycling on campus to minimize landfill waste
- Foster awareness and participation in waste reduction and SOU's recycling programs

Energy Efficiency Goals

- Achieve 100% daytime electricity use through renewable electricity generation on campus by 2035
- Improve energy efficiency by 25% within 10 years (base year 2022)
- Reduce Scope 1 and Scope 2 emissions by 50% by 2033 (base year 2022)

Solar Energy Goals

SOU has the goal to generate 100% of its daytime electricity use on campus by solar and be the first public university to do so. It is aiming to have this in place by 2035. See Appendix A for the location of existing and proposed arrays. The future development as outlined in this Master Plan will not only address energy efficiency but will create shading of parking areas and improve water conservation.

Stormwater, Fire Resiliency, and Biodiversity Goals



- SOU's landscape and biodiversity is managed in a way that helps prepare for the changing climate, including transitioning to more drought-tolerant areas as well as ensuring fire resilience.
- To continue to enhance pollinator areas and maintain our certification for Bee Campus USA
- To explore rainwater capture and use, specifically as part of any new solar canopy system.
- To continue to care for the trees on campus and maintain certification for Tree Campus USA.
- SOU will continue to pursue its Climate Action Plan published 2010 and updated in

2021/2022 <https://sustainability.sou.edu/climate-action/>. The City of Ashland's Climate and Energy Action Plan, published in 2017, includes an assessment of Ashland's changing climate. We anticipate that during this 2025-2035 Master Plan, efforts towards climate change resiliency will only intensify.

Sustainability lies at the heart of our vision for the future of this campus, driving environmental stewardship, social responsibility, and economic resilience. By integrating innovative green infrastructure, fostering inclusive and equitable community engagement, and optimizing resource efficiency, we aim to create a campus that not only reduces its ecological footprint but also enriches the lives of its students, faculty, staff and surrounding community. Southern



Oregon University (SOU) has long embraced sustainability as a core principle, weaving it into every aspect of campus operations, academics, and community engagement. The achievements outlined in this Master Plan reflect SOU's commitment to environmental stewardship, innovation, and leadership in addressing the challenges of our changing climate. From energy efficiency and solar power expansion to sustainable landscaping, waste reduction, and the transformative learning experiences provided by The Farm, SOU has established itself as a pioneer in sustainable higher education.

Through strategic investments in sustainable practices, we are preparing for a future that balances growth with environmental integrity, enhances social well-being, and promotes long-term financial stability. This master plan commits to leading by example, cultivating a culture of sustainability that extends beyond our campus borders and inspires change at local, national, and global levels.



Looking forward, this Master Plan builds on that legacy with ambitious yet attainable goals to enhance energy efficiency, achieve carbon net zero, expand renewable energy use, and foster a campus culture centered on resilience, ecological responsibility, and social equity. At the heart of these efforts is a commitment to social justice—ensuring that sustainability initiatives empower all members of our campus and surrounding community, reduce environmental disparities, and promote inclusivity. By aligning our actions with the principles of equity, SOU aims to create solutions that serve the most vulnerable populations, address systemic inequities, and amplify the voices of historically marginalized groups.

Whether through curriculum that equips students to tackle social and environmental challenges, partnerships with local organizations, or a focus on community resilience, SOU prioritizes a holistic approach to sustainability. These efforts underscore our belief that environmental justice and social justice are inextricably linked, and that a truly sustainable future is one where all people thrive.

Together, we can ensure that this campus thrives as a model for sustainable development—a place where innovation, creativity and education fuel a more equitable and resilient world. This Master Plan embodies SOU's enduring commitment to shaping a more sustainable, equitable, and just world.

SOU Campus: Photovoltaic (PV) Arrays



To comment on SOU's 2025 Master Plan Amendment, please scan the QR Code.



Chapter 7—Zoning and Design Guidelines

The design guidelines for development under this Facilities Master Plan update are intended to serve several goals:

- Provide for buildings at a density appropriate both to a significant university and to the scale of the Ashland community;
- Ensure that the scale and articulation of buildings enhance the ‘sense of place’ of the campus and support walking within the campus environment;
- Provide direction and certainty to the future development within the SO Zone;
- Express the permanence and long-term role of the University in the community.

Application of Master Plan Development Standards

The design guidelines in this Master Plan apply within the SO zone and have been adopted by Ordinance. These guidelines apply to projects and uses related to the educational function of the University and those accessory uses such as Athletic facilities, Housing facilities, Offices, Classrooms and a variety of other facilities described and anticipated in this Master Plan. Development of the SOU campus shall comply with the provisions of the Southern Oregon University District Overlay in the Ashland Municipal Code (AMC) 18.3.6.

Zoning

Property owned by the University is currently zoned SO and the uses and development of this property are addressed in AMC 18.3.6. In the past, property that is transferred from University ownership into private ownership has been required to go through the often challenging process of legislatively amending the zoning designation for that specific lot and the related land use maps of the City. SO zoning uses and standards, as addressed in City Code and in this Master Plan, are not appropriate once property is transferred to private ownership. To address this future contingency, SOU is seeking to rezone certain property as part of this Master Plan. These lots will obtain a new residential zone designation but still be subject to the SO District overlay and standards until such a time as the property is no longer owned by the University.

The University has identified properties that are under-utilized (listed on the Zoning if Transferred Map), which could conceivably be transferred in the next ten years. Adoption of this 2025-35 Master Plan by the City is a Type IV, legislative approval process, so it is the process necessary to address the potential zoning of property that may be transferred to private parties. Rezoning these lots will provide certainty of future zoning and allow the City



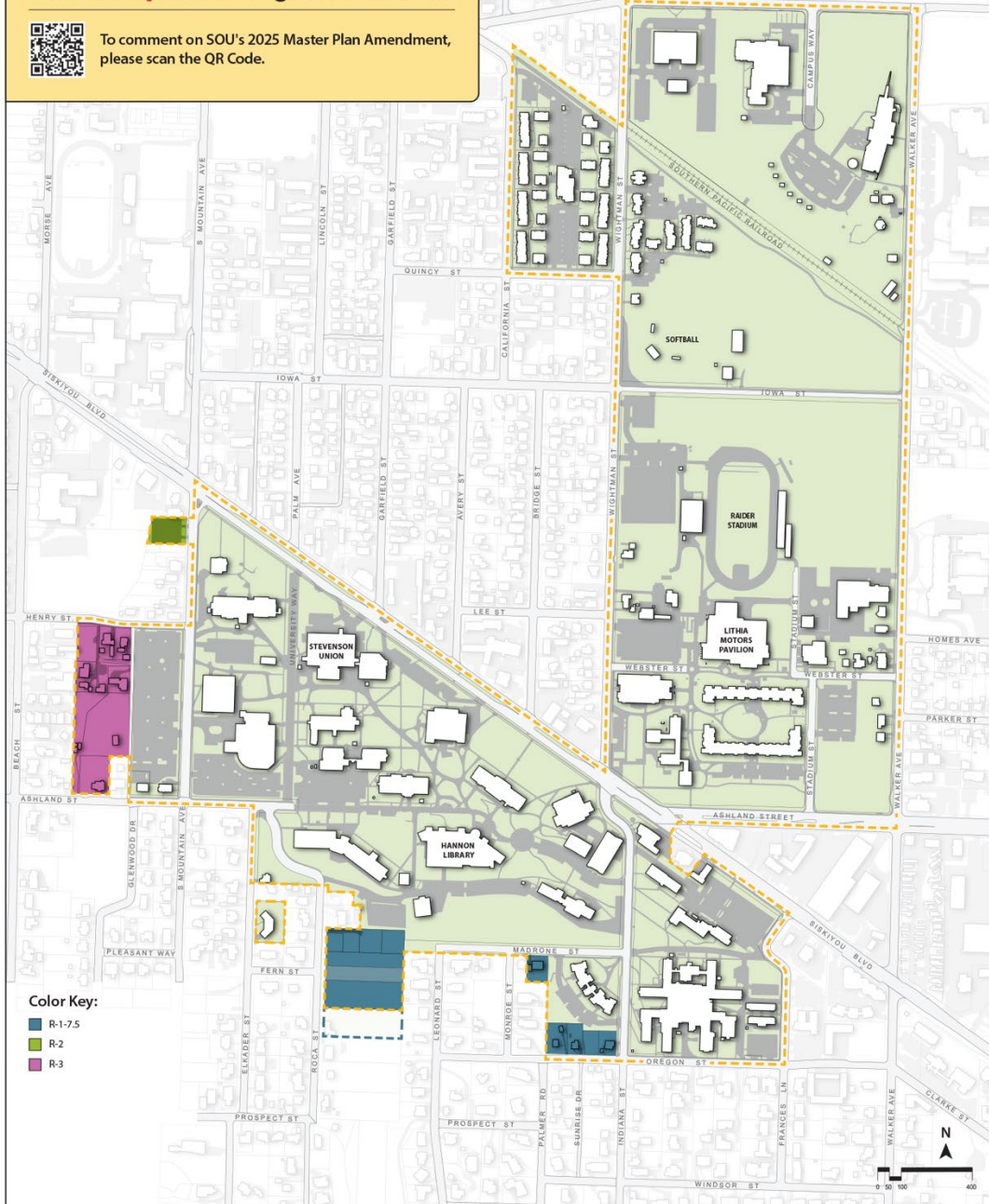
the opportunity to evaluate appropriate zoning of all parcels at one time, rather than lot by lot. This process is also an opportunity to address one lot which is currently zoned SO but has already been transferred from the University to a private party on Roca Street (668n Roca St.) and who are joining in the application for review of this Master Plan solely for the purposes of the proposed change in zoning from SO to R 1.75, consistent with other similarly situated lots adjacent to it.

The zoning of properties identified on the Zoning If Transferred Map will, upon completion of a transfer of any designated lot from the University / State of Oregon to a private party, will no longer be subject to the SO District overlay. (which by its terms applies only to University owned property.)

SOU Campus: Zoning If Transferred



To comment on SOU's 2025 Master Plan Amendment, please scan the QR Code.



ZONING IF TRANSFERRED: R-1-7.5

LOCATION	MAP	TAX LOT
Roca St.	39 1E 15BB	1500
"	"	1501
"	"	1502
"	"	1503
"	"	1600
"	"	6800
"	"	Fern St R.O.W.
Madrone St.	39 1E 15BB	9200
Oregon St.	39 1E 15BA	1200
"	"	1201
"	"	1700
"	"	1701

ZONE CHANGE PENDING: R-1-7.5

LOCATION	MAP	TAX LOT
668 Roca St.	39 1E 15BB	6900

ZONING IF TRANSFERRED: R-2

LOCATION	MAP	TAX LOT
Parking Lot 34	39 1E 09DD	400
"	"	500

ZONING IF TRANSFERRED: R-3

LOCATION	MAP	TAX LOT
Henry St.	39 1E 09DD	5300
"	"	5500
"	"	5600
"	"	5700
"	"	5800
"	"	5801
"	"	6000
"	"	6100
"	"	6198
"	"	6199
"	"	6200



Site Design Review

Projects as outlined in this 2025-35 Master Plan are anticipated to follow the standards of this Chapter. The City of Ashland has various levels of land use site plan review. For projects expressed in this Master Plan, within the areas identified on the applicable Maps, and within the design parameters of this Chapter and Master Plan, the following review process levels apply:

For projects 15,000 SF or less - Type I review

For projects greater than 15,000 - Type II review

Project Design Standards

Development density within a university campus is a complex issue, with advantages and disadvantages at both ends of the spectrum.

All new construction and major renovations by the University will strive to meet a minimum of Silver LEED standards. For projects serving the University built and operated by private partner, the University will encourage the builder to meet the LEED Silver standards.

Several factors specific to SOU support campus development at medium densities:

- SOU is relatively land-locked, and both the cost of land and the fact that the campus is surrounded by established neighborhoods limit the potential for expansion of the campus. Any future growth of campus will likely need to be accommodated within this limited land area.
- The nature of academic programs warrants durable construction at a scale that is cost effective and supports individual academic programs under one roof.
- Creating a cohesive campus community that is dense enough to support short walking distances – and ultimately improved transit – requires a density higher than low residential densities.

However, the University also recognizes that the land is located within a community with existing neighborhoods and that its developments ought to be of a compatible scale with those neighboring uses. This is recognized by the SO Zoning provisions calling for Type II or CUP approval processes for projects with potentially significant impacts to surrounding properties.

Building Massing and Orientation

Thoughtful orientation of buildings supports several important development goals. Orientation of entries to the pedestrian circulation system increases the walkable nature of the campus. A generally east-west orientation can help support energy efficiency in building design. And the treatment of building scale – how it is articulated and expressed – can help larger institutional

buildings be compatible with nearby residential uses. To accomplish the goals described above, the following guidelines apply to new campus construction and major renovations under this Master Plan.

Maximum Building Height

New construction will be limited to four story construction, except as specifically noted in this 2025-35 Master Plan document. Specific height in feet will be dependent on specific construction types.

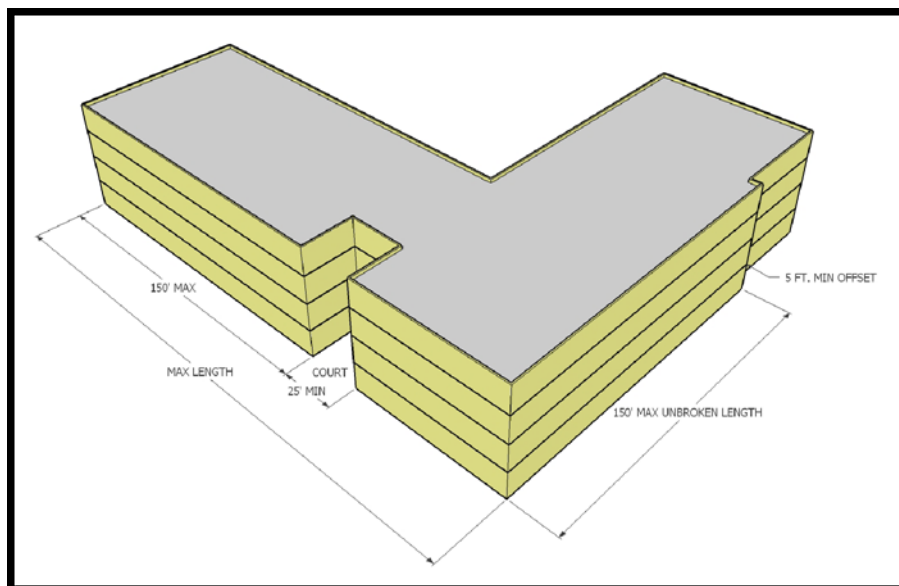
In areas adjacent to existing residential neighborhoods, building height will typically be lower in order to make an appropriate transition to the surrounding context. However, in order to create a campus that is compact, walkable, and more supportive of transit, single story buildings are strongly discouraged in all campus areas.

Maximum Building Size

In order to avoid potentially monotonous conditions, individual buildings shall be limited in overall length and footprint [i.e. ground area covered] as follows [See Figure 16]:

- 300' maximum length for academic buildings
- 250' maximum length for residential buildings
- 45,000 SF maximum footprint for buildings with retail uses open to the public
- No SF maximum footprint for academic or residential buildings

Figure 16: Building Length and Articulation Guidelines



Building Articulation

For any building longer than 200 feet, the plan shall include design elements to prevent unbroken wall lengths greater than 150 feet. These elements shall be an offset or 'jog' in the plan or a significant recessed entry or court of at least 25' in width.

Building Entries

Buildings that face a major street shall have a significant entry facing the street. Buildings facing the main campus open space shall have a major pedestrian entry facing that open space. Where a building faces both a significant street and the main campus open spaces, entries shall be provided to both. Entries shall be strongly articulated and clearly understandable as entries.

Development Along Siskiyou Boulevard

Any development or redevelopment along the south side of Siskiyou Boulevard shall seek to reinforce a strong relationship between the campus and the boulevard, through an appropriate combination of the following strategies:

- Development of a strongly articulated façade and pedestrian entries facing Siskiyou Boulevard.
- Minimization of service functions on the Siskiyou Boulevard face of the building, and enhanced screening of these functions where they exist.
- Improved, consistent and significant signage acknowledging that visitors have entered the campus.

Building Orientation

Wherever consistent with other design goals, such as street orientation, align buildings with the longer dimension in the east-west configuration, to improve potential for building design to capture energy savings related to passive solar management.

Setbacks

Where campus development occurs across a street from off-campus private housing, buildings shall be set back from the public right-of-way by at least 15 feet, to provide a buffering landscape.

Where campus development is across from commercial development and includes ground-floor non-residential uses, buildings shall be allowed and encouraged to be sited at the back of

the public right-of-way, to encourage a pedestrian-oriented urban streetscape pattern but also balanced with the historical pattern of campus development and building placement.

Materials and Character

Materials and construction systems shall be selected for long-term durability, and shall be generally consistent with existing campus buildings. While there is not a clear established palette of materials for campus buildings, preference should be given to materials similar to the more significant buildings on campus – such as Churchill Hall and Hannon Library – including red brick, concrete, and stucco. Scale, materials, and massing should be used to create an appropriate transition from the campus to adjacent neighborhoods. Rooftop mechanical equipment will be screened from street view.

Lighting

Integrate architectural lighting as cohesive elements of building designs in order to contribute to the atmosphere of the built environment and enhance safety. Exterior lighting will promote safe pedestrian environments along roadways, at intersections, and in public spaces.

Signage on Campus

SOU requires an effective system of visual communication that projects a uniform institutional identity, while at the same time integrating well with the present and future campus environment.

Good signage provides a harmonious and aesthetically pleasing arrangement in the following three areas of design:

1. **Communication:** What signs say, to whom, and for what purpose; how they say it; where the signs are located and how well signs communicate.
2. **Graphic Design:** How typography, maps, diagrams, iconic and coded symbols, and colors are used to organize information and emphasize messages to help create an overall visual identity.
3. **Sign Design:** How signs are fabricated and installed, their size and shape, how they are maintained and integrated within the campus physical environment and how they work within the City of Ashland.

All SOU signage shall be requested, designed and installed by Facilities Services to ensure all sign standards are followed. The SOU Sign Plan contained within this Master Plan governs the signs placed on property within the SO District overlay. All signs and sign structures shall comply with the standards identified in this Master Plan. When consistent with this Master Plan,

signage may be installed; any sign not within the size, display, or location standards in this Master Plan must have prior approval of the City of Ashland.

Signs that already exist upon adoption of the sign plan will continue to be approved signs. If an existing sign is replaced, then the sign plan policies apply. All signs shall be installed in a manner that does not damage existing buildings or structures or alter character defining features of buildings or structures. Additional care should be taken with the installation of signs on historic structures. Permanent signs required by building code shall be installed consistent with applicable regulations, standards, and guidelines. Signage along ODOT jurisdiction roadways will comply with any applicable standards and process prior to installation.

All other sign requests not included in this document must be submitted to SOU Facility Services for review and approval prior to installation. Any signs that exceed size limits or specific location standards shall be submitted to the City of Ashland for review and approval by the City.

Maximum Sign Sizes

Building Identification: 10 square feet.

Scoreboards: Any replacement of existing scoreboards may be the size of the current scoreboards at the Raider Stadium scoreboard and as approved for the Softball Complex.

Reader / Information boards: 9'-9" maximum height as described in this Master Plan. Display features, if visible from ODOT jurisdiction/roadway, shall comply with all applicable ODOT standards and shall go through any applicable ODOT approval process prior to installation.

Panel Boards; (3 feet square)

Sandwich Boards; (3 feet square)

Directional Signs; (ODOT Standards)

You are Here; (5 feet square unless otherwise placed in approved locations.)

Sign Area Calculations

Sign area shall include the entire area within a single perimeter composed of squares or rectangles.

When signs are constructed of individual elements, the area of all sign elements, which together convey a single, complete message, shall be considered as a single sign. The sign area is determined by calculating the area enclosed by the smallest single rectangle that will enclose the outside dimensions of the background panel or surface. The sign area is also determined by



calculating the area enclosed by the smallest single rectangle that will enclose the outside dimensions of the sign display.

SOU Banner Plan

The SOU Banner Plan, as established by the SOU Facilities department, identifies the parameters for artwork, message, and placement to guarantee that banners are used for SOU-appropriate information and represent the University with an overall institutional message. Any banners visible from an ODOT Right-of-Way must also comply with the applicable ODOT regulations.

As temporary signage, banners meeting the SOU Banner Plan may, upon prior approval by Facilities, be installed for an established limited period of time. The University uses outdoor lamp post banners to create a sense of place and as a method of celebrating SOU achievements and the University's strategic mission. Nothing in this chapter permits the use of the public Right-of-Way facilities for signage without prior approval of the City.

Sign Graphic Standards

The graphic standards for SOU signage will provide uniformity throughout campus. Message design, nomenclature, and application will be standardized according to this Master Plan (see SOU Graphic Identity Guidelines). Message legibility is considered from the perspective of a variety of users: visitors, university community, vendors and service visitors, people with vision impairment and people with mobility impairment, and other users. SOU may revise and change the graphic design, logo, and messaging within any sign provided that specifications on size, display or location in this Master Plan are still met.

SOU Graphic Identity Guidelines:

SOU Signage Design Standards

- SOU logo (horizontal configuration) must appear in white field at top of sign.
- Main purpose of sign appears in white on burgundy field separated from white field by black band. Color field CMYK formula is 12 cyan, 95 magenta, 59 yellow, 54 black.
- Typeface (font) required for SOU signage is Futura, which is available in multiple weights for flexible applications.
- Wayfinding arrows must appear exactly as shown above, and may be rotated in increments of 45 degrees to indicate direction.
- Lowest edge of any pole mounted sign must be at least 24" above ground level. Top of sign maximum 60" above ground level.
- SOU Marketing and Facilities Management Planning must be consulted prior to the creation of any new signage. Every effort will be made to address special circumstances or concerns.

Monument / Gateway Signs

At the gateways to campus, the primary entry and directional signs should be consistent in scale and materials. The base or backdrop for these monument signs should be constructed of durable materials and selected for compatibility with existing campus architecture. The preferred composition shall include steel, natural stone, concrete, or masonry, sited to blend with the natural topography. Earthen berms may be used to blend the sign base into the natural grade where adjacent slopes warrant their use. The entry portals to the campus are an important part of the wayfinding experience and appropriate design of these gateways should enhance the sense of arrival for SOU visitors. There are five (5) identified gateways, two existing and three potential future gateways, as identified on the Master Plan Educational Facilities Map.

Smart Kiosks

SOU may place electronic smart kiosks internally and externally facing which will have the ability to change a digital screen for purposes like, way finding, campus information, campus events, security, and emergency purposes. The smart kiosks will be similar in design but not limited to the design and size of the kiosk.

Kiosks for gateway entry, direction or informational signs within campus will be the Smart City Kiosk (Smart City Kiosk with 55" Display and Speakers from Peerless-AV. 84.1 x 35.4 x 9.9" / 2137 x 899 x 252 mm) or similar.



Sign Locations

Signs will be placed in standard locations where they can easily be found. Wherever possible, signs will be placed together in a unified system to avoid clutter to the landscape. Site signage will be located so as not to become an obstacle or to conflict with exit signs or pedestrian traffic.

Signs will be placed to allow safe pedestrian clearance, vertically and laterally. Sandwich boards shall not be placed on the sidewalk along Siskiyou Blvd. **No sign shall be placed within the public Right-of-Way (including sidewalks) or within the areas adjacent to intersections defined by the City of Ashland as a "Clear Vision Triangle."**

Site location should avoid conflict with door openings or vehicular operations. Signs will be located wherever possible in the “natural line of vision.” Consideration of those with limited head mobility and reduced peripheral vision will be given. Interior signage will be placed where it can easily be found, with consideration for tactile signs where possible.

Certain permitted signage, such as scoreboards or electronic reader boards, shall be allowed only in areas identified in this 2025-35 Master Plan. Any signage that is not in compliance with this Master Plan shall be approved by the City of Ashland through the normal process for obtaining a sign permit.

Sign Requests

Requests for signs can be made through the SOU Marketing Department.

Food Trucks

The perpetual operation of food trucks and seating may occur within the designated area for food trucks in this Master Plan (See, Maps). Temporary operation of food trucks and seating or the operation of a food truck and accessory seating lasting no more than 72 hours (including set-up and take-down) are permitted in the SO zone. Food truck vendors shall obtain a business license, register for, and pay applicable food and beverage tax, and receive any requisite inspections from the Building and Fire Departments and the Jackson County Environmental Public Health Department.

Tree Preservation and Removal

Climate change in the Rogue Valley has applied extreme stress to many of SOU’s legacy trees, including campus Douglas Fir, Ponderosa Pine, Sequoia, Ash & Oak species. Drought, prolonged excessive heat, the flat-headed fir borer, the emerald ash borer and the pine beetle have put unprecedented strain on SOU’s tree population. Despite our best efforts and practices, some of SOU’s trees do fall ill and die or become so unsafe that they must be removed. The decision to remove a tree is not taken lightly. SOU adheres to the following principles when deciding the fate of a tree:

- Identify the affliction;
- Contract with a licensed arborist to confirm diagnosis and recommend a care plan;
- Implement an appropriate care plan to be performed by SOU landscapers or a licensed arborist. Appropriate personnel will be decided on a case-by case basis jointly between the SOU Landscape Supervisor and contracted arborist;
- Selectively prune & remove dead or dying branches to boost afflicted tree’s survival chances;

- If a tree has died, it shall be removed as quickly as possible by SOU landscapers or a licensed arborist. Appropriate personnel will be decided on a case-by-case basis jointly between the SOU Landscape Supervisor and contracted arborist;
- SOU will replant a minimum of (1) tree for each tree that is removed.

Healthy trees shall be maintained wherever possible but can be removed if:

- The tree is unavoidably within the footprint of a remodeled or newly constructed building;
- The tree is causing significant damage to a building or infrastructure that cannot be economically remediated, other than through tree removal;
- The tree is deemed unsafe by a licensed arborist.

SOU shall have a certified arborist on staff or have a contract arborist (two year minimum agreement) who will maintain a comprehensive list of all significant trees as defined by Ashland Municipal Code 18.6.1.030, and who will document the reason for the removal of any such tree. The arborist shall maintain all supporting documentation demonstrating the need for removal.

The staff or contract arborist will deliver to the City an annual report (similar to what is provided at the time of this Master Plan by the City Parks Department) and documentation to the City. SOU will remove significant trees only upon consultation with licensed arborist (either on staff or contract). SOU will maintain records of any significant tree removal and arborists consultation and recommendations. The annual report will summarize significant tree removals on campus. Locations shall be marked on a campus map and an accompanying spreadsheet shall detail: location, species, cause of death (if applicable), reason for removal, actions taken for replacement.

Parking Lot Trees

The 2010 SOU Campus Master Plan established that: “Parking areas shall be shaded by deciduous trees, buffered from adjacent non-residential uses and screened from non-residential uses” and that new parking areas comply with City standards for parking lot shading and landscaping.

With SOU’s commitment to becoming the 1st publicly funded university to generate enough solar power to completely offset our daytime electrical consumption (estimated at 7.2GW), SOU will be installing parking lot canopies with solar arrays. This is consistent with the recently adopted Climate Initiatives adopted by the State and being implemented at the City level. Pursuing this Sustainability goal requires a change in SOU’s practices to prepare our parking lots

to be solar canopy ready. Parking lot design moving forward will prioritize maximum solar exposure to the South and limit tree plantings in traditional planter wells that used to be distributed throughout a parking lot. New parking facilities will comply with State and City standards for the number, location and maintenance of trees within parking areas and / or the creation of solar arrays.



Solar Arrays

Solar Arrays are supported by the Oregon Climate Initiative. SOU has taken the initiative of becoming the first publicly funded university to completely offset its electrical usage with solar power generation. Solar Array locations are identified on the Photovoltaic (PV) Array Map below (and in Appendix A) and equipment as described generally herein may be installed as rooftop or parking lot canopies. It is anticipated that while the technology of solar energy capture may evolve even through the duration of this Master Plan, SOU may continue to install similar equipment in these locations. Further, solar is anticipated to be an option on any new facilities, new development, or new parking areas on campus and is hereby approved to be installed in those locations consistent with the standards of this Master Plan.



Arrays within the areas identified on the Photovoltaic (PV) Map and meeting the following standards are permitted:

- painted steel canopies
- max length: approx. 120 ft
- max width: approx. 45 ft.
- max height: approx. 25 ft.

Demolition or Relocation of Buildings

As an enduring university institution, SOU has continually adapted to the needs of the community and its students. The combination of perpetual ownership and public benefit mission has

required an evolution of facilities, including the demolition and replacement of buildings. A university campus of this size is substantially different from the development and ownership of other individually owned lots within the City. As such, the provisions of Demolition and Relocation Standards of AMC 15.04 will generally not apply to redevelopment within the SO District overlay, except it is required to salvage or recycle construction and demolition debris. Prior to Demolition of facilities, SOU shall submit a plan for the salvage or recycling of construction and demolition debris to the City of Ashland Demolition Review Committee for conformance with City standards, which will reasonably approve or modify this Plan in accordance with those standards.

Art Installations

SOU believes that art in public places promotes visually diverse and culturally rich environments that enhance public spaces and contribute to the lives of Ashland’s residents and



visitors. Selection of art for permanent installation on Campus will be made by a SOU Arts Selection Committee. The installation of permanent artwork on Campus shall follow the guidelines of Art in Public Places legislation.

Temporary installations of artwork are an important part of the University culture and contribute to an environment of innovation and growth. Temporary installations of art shall be located in designated areas established in this Master Plan (see Academic Facilities Map) pursuant to approval by the SOU Arts Section Committee.

Water Resource Protection Zones

Nothing in this Master Plan exempts property within the SO District from the standards of AMC 18.3 as it implements State policy, providing that SOU may work with the City and state and federal agencies such as DSL or the Army Corps. to identify applicable Water Resources.

Future Development Areas – Special Standards

This 2025-35 Master Plan contemplates several distinct areas of Future Development, as shown on the Capital Improvements Map: The University District lot, the Cascade Housing Facility redevelopment, expanded Family Housing, a Native Nations Facility and Gardens, as well as a new Athletics Field House and Tailgating area. Unlike other designated projects which have a fixed scope, purpose, and funding – the University anticipates these general projects to happen in the area shown but does not currently have project designs. As discussed in more detail in

the chapter on Future Development, these projects will either be built to the standards of this Chapter or pursuant to a Conditional Use Permit, pursuant to City Code.

University District Lot – Corner of Walker St. and Ashland St.

The University and the City share common goals of in-fill, increased density, and efficient development where possible. The City has promoted higher density and innovative development in many ways such as with its Transit Triangle district and its Cottage Cluster ordinance. The University anticipates that the University District Lot and privately owned property surrounding will create a focal hub of living and working in Ashland, centrally located between the historic downtown and larger commercial / employment areas to the south of town (such as the Croman area). Building height is limited to the height of the tallest existing building in Ashland. While these standards differ from surrounding current development, the option of vertical development could contribute to this node of Ashland. Parking needs, if any will be evaluated on a campus-wide basis.

Cascade Housing

For the Cascade Future Development Area. While not intended to substantially alter the nature of the surrounding neighborhood the density may be higher than the density of the prior Cascade Complex which was approximately 194,000 square feet of student housing. A maximum of five stories including residential living, educational instruction space and mixed-use is allowed including; the establishment of common areas, classrooms, medical offices, daycare, support uses (e.g. haircare, nailcare), and retirement living and/or medical facilities which may or may not be required to be licensed by the State of Oregon. Parking needs, if any will be evaluated on a campus-wide basis. Alternatively, the design of a new facility could have a lower architectural profile creating an expansive footprint.

Student Apartment and Family Housing

The existing demand for units with the existing Student Apartment and Family Housing area is very high. The University and the City share a common value in addressing the housing crisis facing all members of the Ashland community. Adequate housing stock is a national, state and local issue but it is acute to Ashland because of the livability here and the demands of both the University and the tourism industry. The City has promoted higher density and innovative housing development. Expansion of the SAFH units, as shown on the Housing Map may be a maximum of four-story housing units. Residential living and mixed-use is allowed including; the establishment of common areas, classrooms, daycare, and support uses (e.g. laundry, university services, and counseling). Maximum parking standards for this intensity of residential use shall be followed for this project.

Native Nations

The Native Nations Future Development Area reflects a desire to create a meeting and programming space for Native Nations activities for the campus and to liaise with the community at large. The University envisions a remodel of the existing single-family residential home or a new facility to accommodate the meeting and programming needs. A maximum of a three-story building may be considered that would meet with the character of the surrounding university athletic property and the multi-family housing that is being built near it. Parking needs, if any will be evaluated on a campus-wide basis.

Learning Garden

For the Learning Garden area identified in Attachment A, Map 2, Capital Improvements, LG the University desires to create an educational space and gathering space for projects will foster Indigenous Traditional Ecological Knowledge (ITEK), implementing and promoting biodiversity, soil health, and ecosystem resiliency. This area will feature hands-on learning and engagement through workshops, demonstrations, and cultural events. The university envisions a new facility to accommodate the meeting and programming needs. A maximum of three-story building may be installed with both indoor and outdoor spaces and meet with the architecture of the academic buildings surrounding it. No minimum or maximum parking on-site shall be required.

Native Garden & Greenhouse

For the Native Garden & Greenhouse area identified in Attachment A, Map 2, Capital Improvements, NG, the University desires to create an educational gardening space with a greenhouse to jumpstart a vision for Indigenous Traditional Ecological Knowledge (ITEK), implementing and promoting biodiversity, soil health, and ecosystem resiliency. This area is currently raw land that is planted and has water and electricity. The university envisions a new facility to accommodate the meeting and programming needs. A greenhouse will be installed and outdoor gardens will be planted. The university may install adjacent parking. No minimum or maximum parking on-site shall be required.

Conclusion

Like all development codes, these Design Guidelines will provide specific standards and direction to the University and its stakeholders. Renovation, development and wayfinding will all be improved by having this understanding with the City. While Master Plans cannot capture

all the future changes that may occur on a dynamic campus, it will provide the base standards for a new decade of success and positive growth.





2025 Facilities Master Plan Amendment Acknowledgments

We would like to acknowledge the following individuals and groups for their help in compiling this plan.

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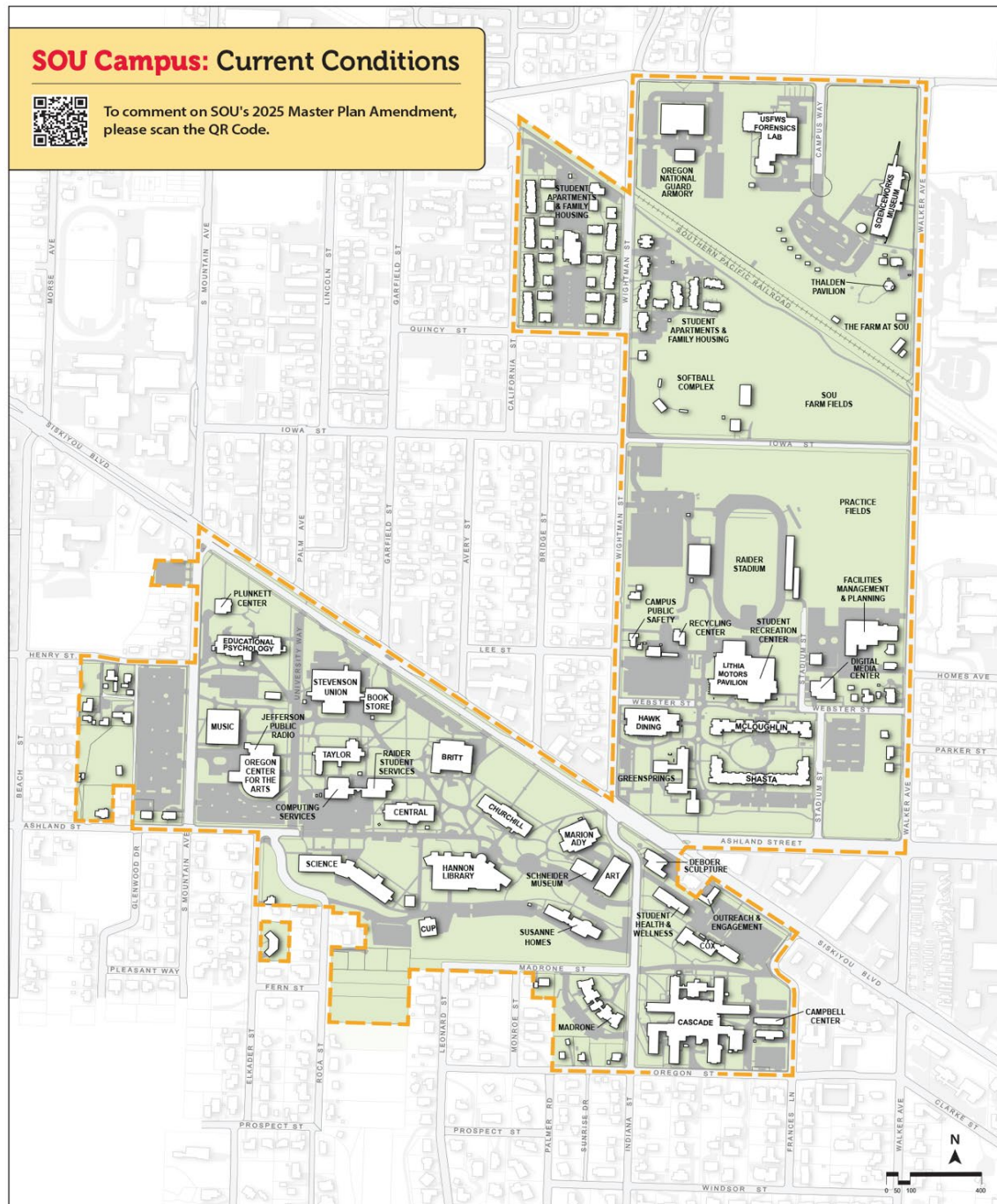
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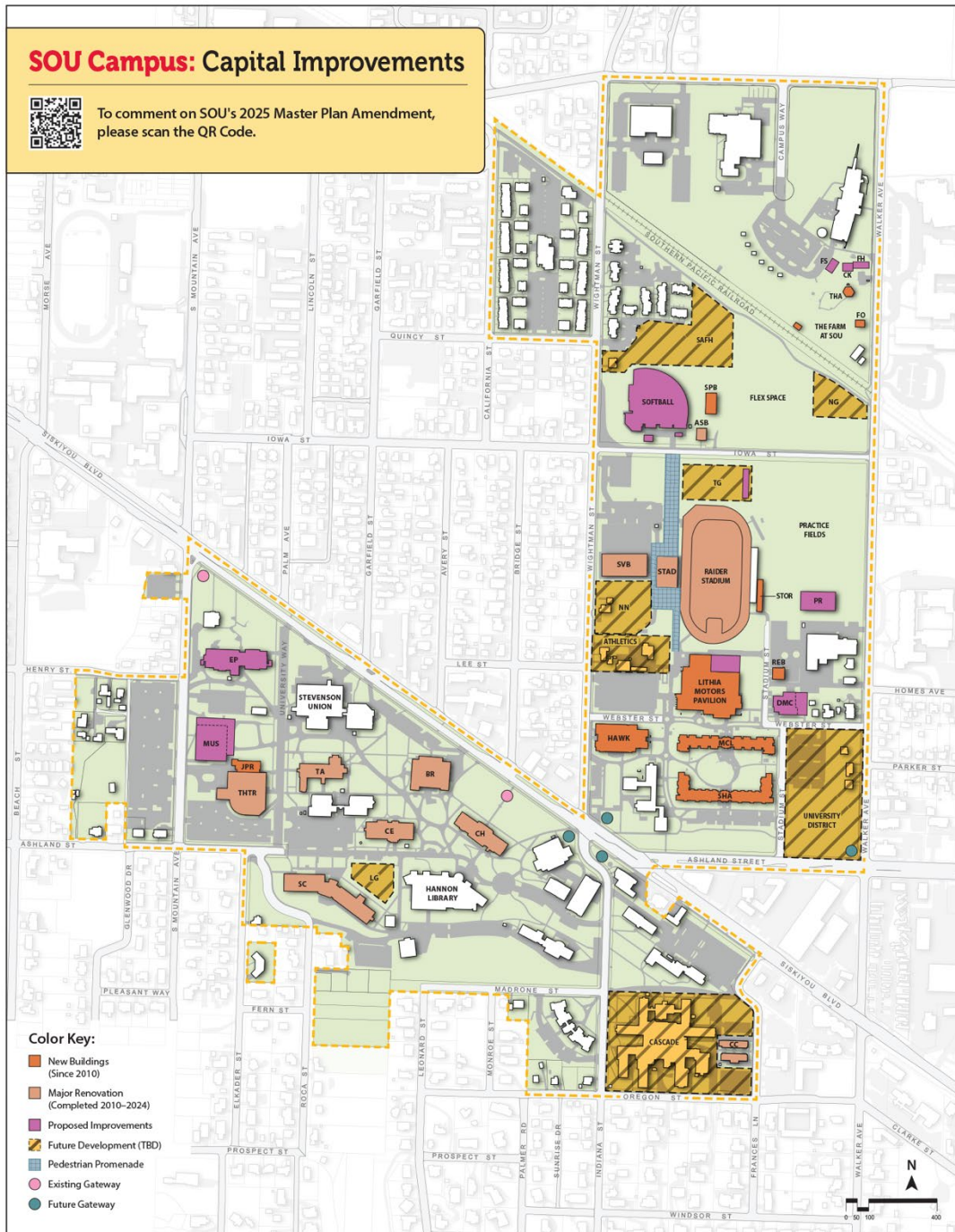
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Associated Students of Southern Oregon University (ASSOU)
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Becs Walker, Director of Sustainability
Kenwani'cahee Kravitz, Native Nations Liaison
Patricia Syquia, Attorney for the office of General Counsel

Appendix A — Maps

1) Current Conditions



2) Capital Improvements



3) Academic Facilities



Building Key:

INSTRUCTIONAL

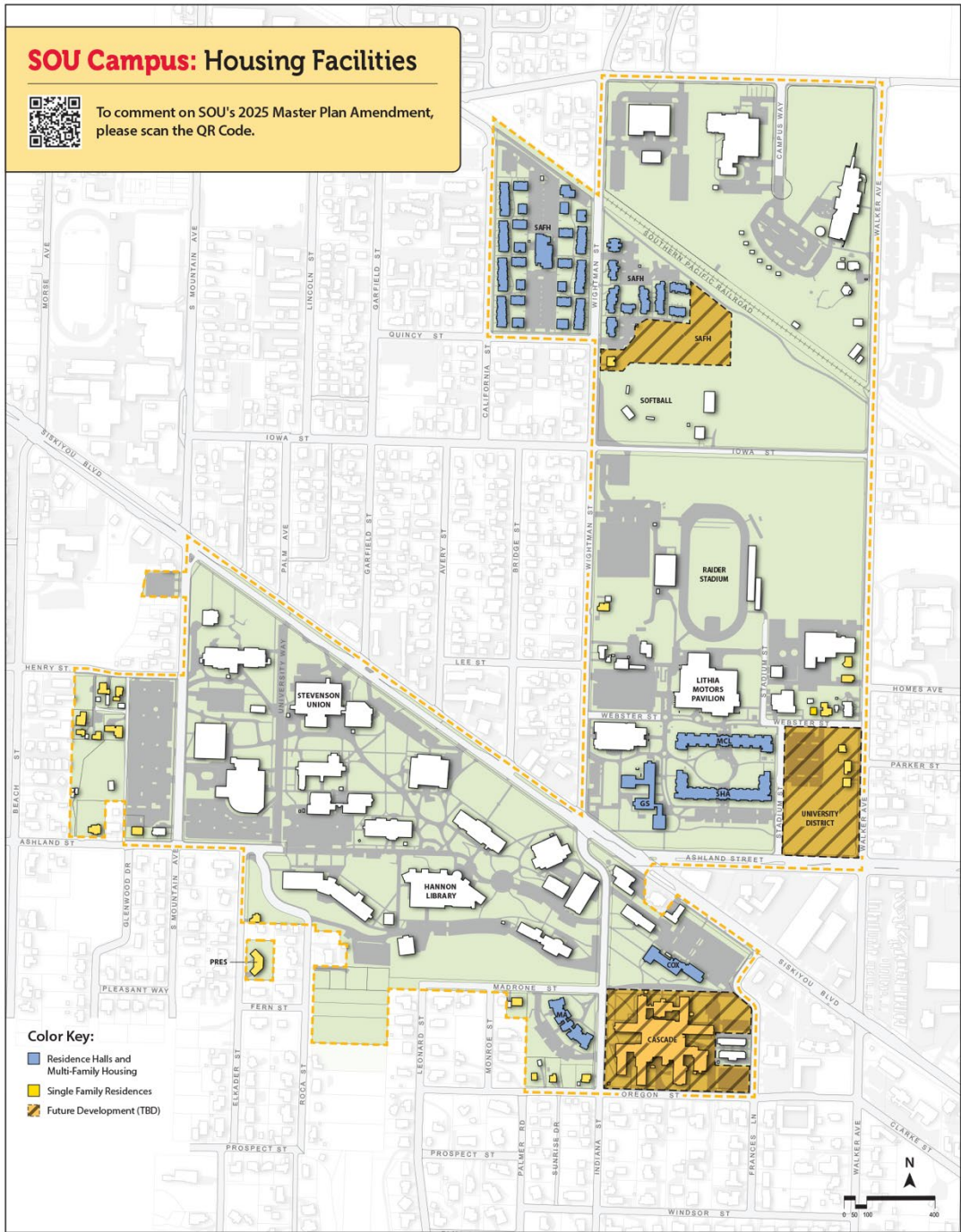
AB	Art Building	MUS	Music Building / Creative Industries
DB	Art East (DeBoer Sculpture)	NG	Native Garden / Greenhouse
BR	Britt Hall	SCH	Schneider Art Museum
CC	Campbell Center (OLLI)	SC	Science Building
CE	Central Hall	SCG	Sours Life Sciences Greenhouse
CH	Churchill Hall	SUS	Susanne Homes Hall
CS	Computing Services	TA	Taylor Hall
DMC	Digital Media Center	THA	Thalden Pavilion
EP	Education / Psychology	THTR	Theatre (Oregon Center for the Arts)
FO	Farm Operations		
LG	Learning Garden		
MA	Marion Ady		

SUPPORT

ASB	Athletics Services Building	MOT	Motor Pool Shop
BKS	Book Store	NTB	North Ticket Booth
CPS	Campus Public Safety	OFC	Offices (521 South Mountain)
CUP	Central Utility Plant	PLC	Plunkett Center
ECP	Extended Campus Programs	REB	Recreation Equipment Building
FA	Farm Admin Building	REC	Recycling Center
FMP	Facilities Management & Planning	SPB	Softball Practice Building
HAWK	Hawk Dining	SRB	Stadium Retail Booth
HAZ	Hazardous Materials Storage Building	STAD	Stadium Facility
IRR	Irrigation Filter Building	STOR	Stadium Storage Facility
JPR	Jefferson Public Radio	SHWC	Student Health & Wellness Center
MOD	Modular Office Building		



4) Housing Facilities



Building Key:

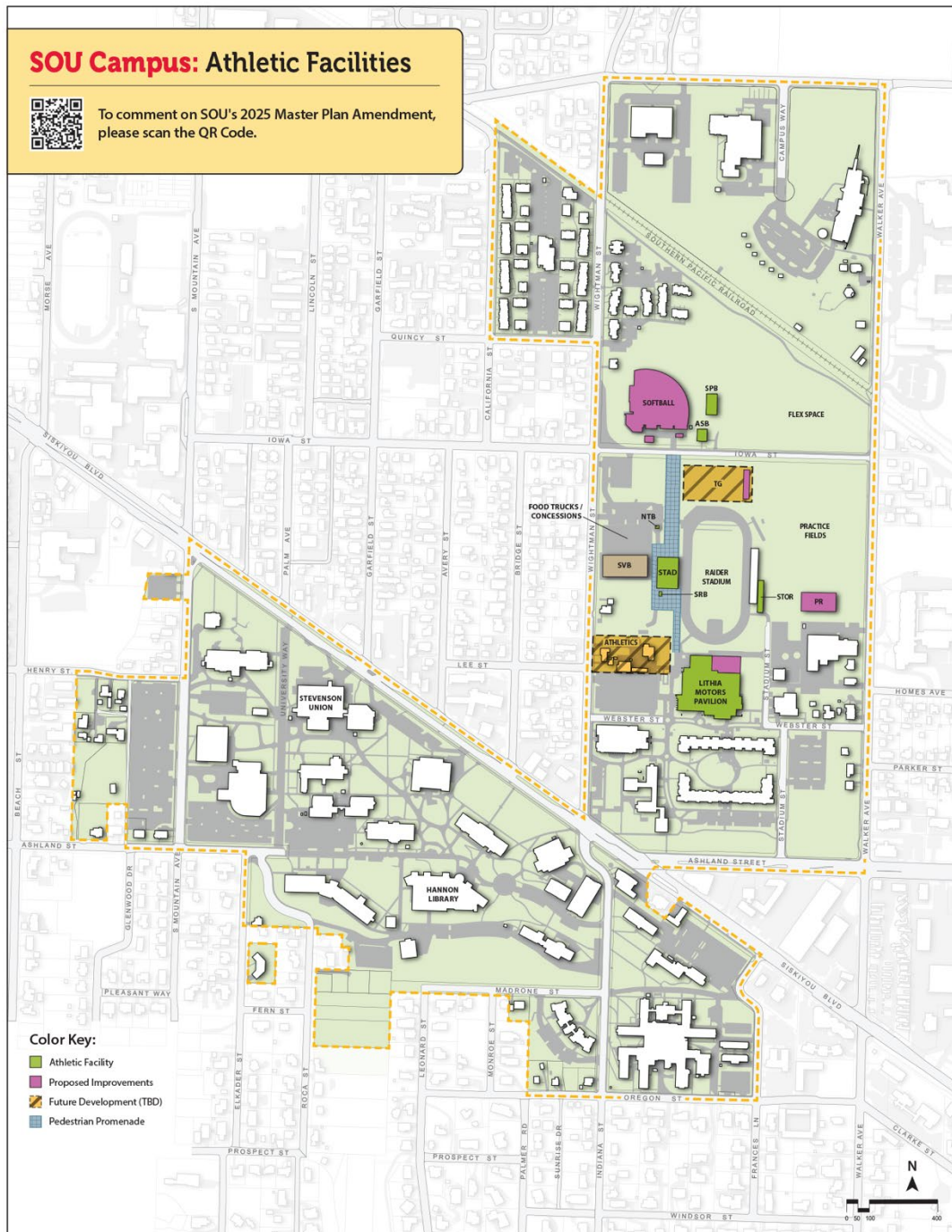
HOUSING

COX	Cox Residence Hall
GS	Greensprings Residence Hall
MCL	McLoughlin Residence Hall
MA	Madrone Residence Hall
PRES	President's Residence
SAFH	Student Apartments and Family Housing
SHA	Shasta Residence Hall

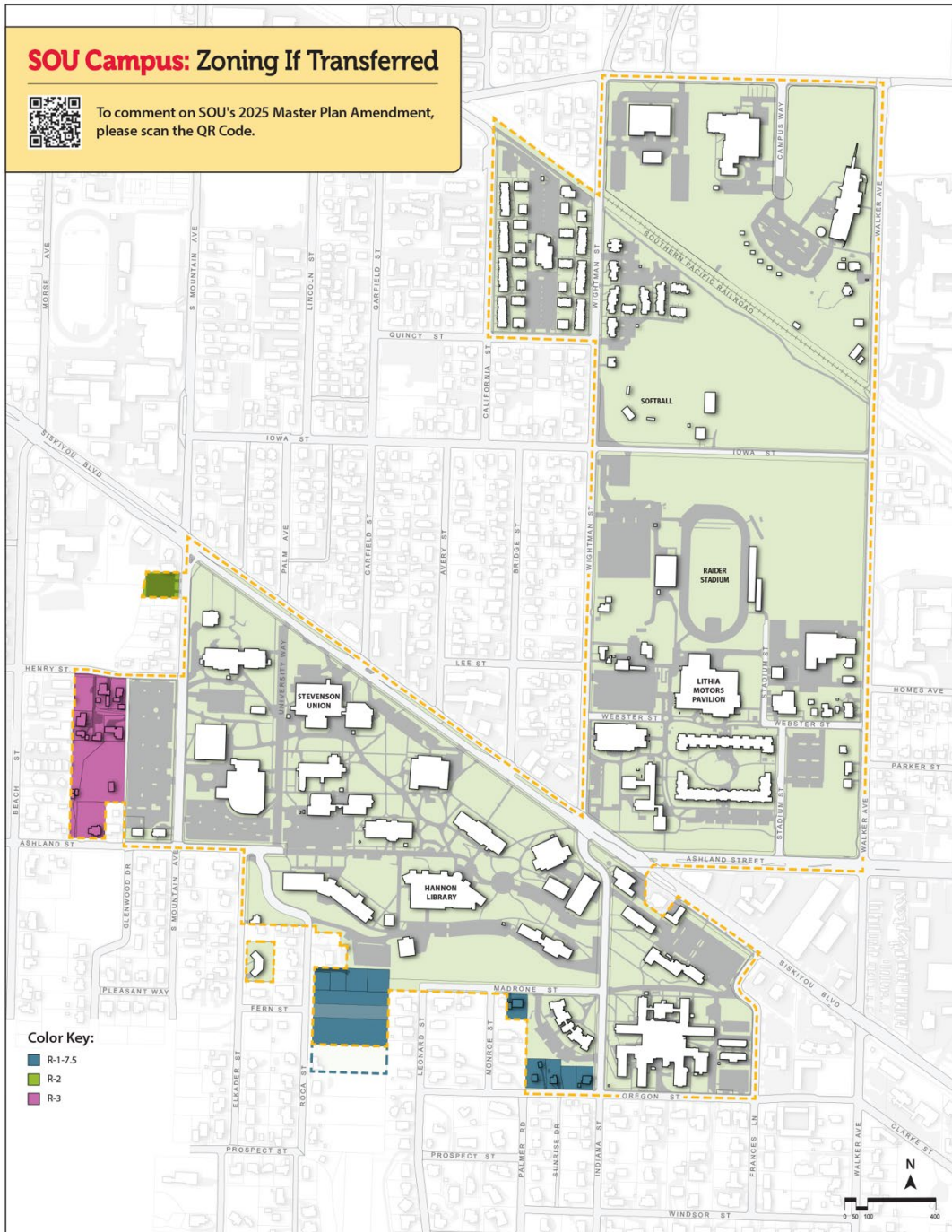
HOUSING TYPE	QUANTITY	NOTES
Residence Halls		
Total Beds Available	962	Unrestricted
Greensprings Beds Available	178	Seasonal (4 Months)
Student Apartments and Family Housing		
Studios	8	
One Bedroom	5	
Two Bedroom	97	
Three Bedroom	52	
Four Bedroom	4	
Single Family Residences		
Total Houses	23	13 Rented



5) Athletic Facilities



6) Zoning if Transferred



ZONING IF TRANSFERRED: R-1-7.5

LOCATION	MAP	TAX LOT
Roca St.	39 1E 15BB	1500
"	"	1501
"	"	1502
"	"	1503
"	"	1600
"	"	6800
"	"	Fern St R.O.W.
Madrone St.	39 1E 15BB	9200
Oregon St.	39 1E 15BA	1200
"	"	1201
"	"	1700
"	"	1701

ZONE CHANGE PENDING: R-1-7.5

LOCATION	MAP	TAX LOT
668 Roca St.	39 1E 15BB	6900

ZONING IF TRANSFERRED: R-2

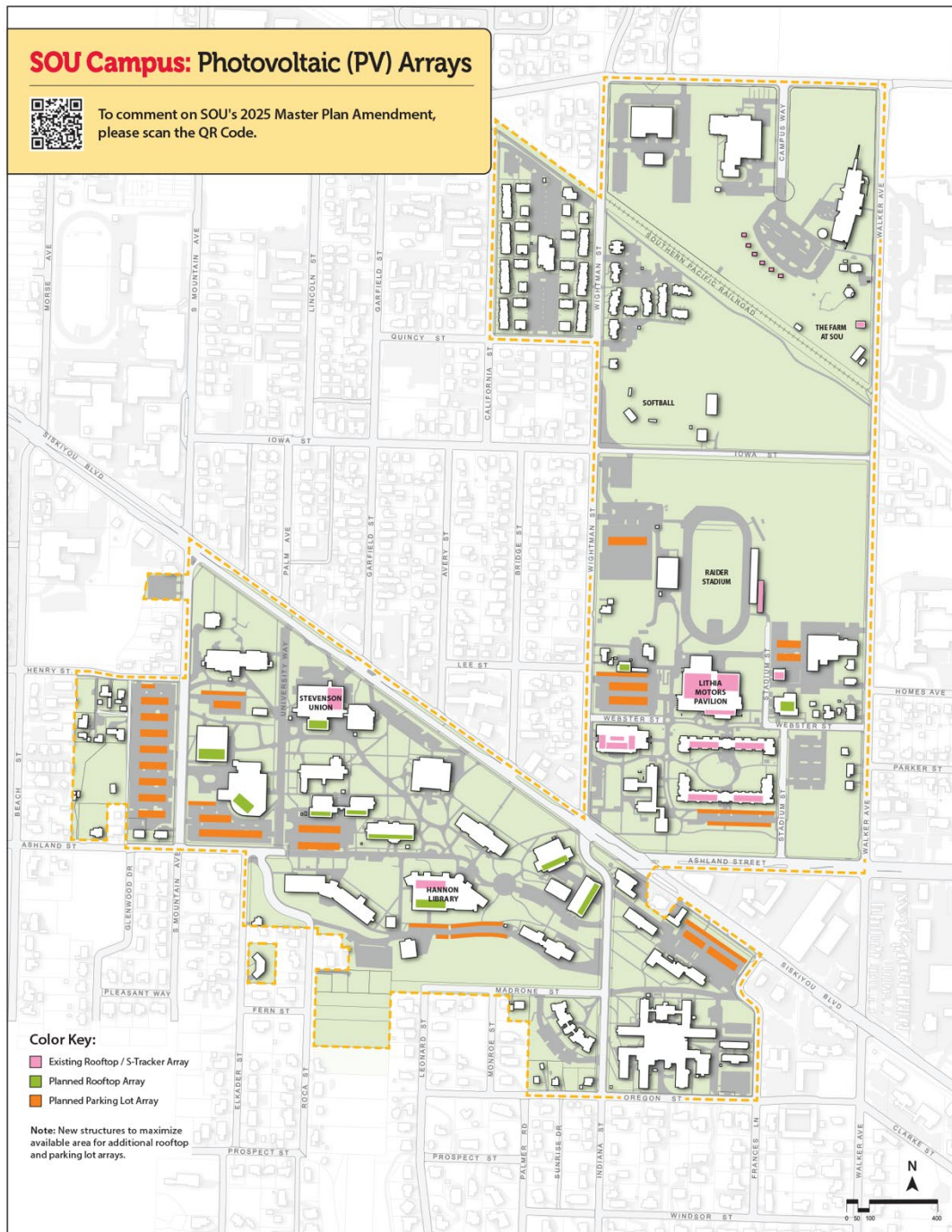
LOCATION	MAP	TAX LOT
Parking Lot 34	39 1E 09DD	400
"	"	500

ZONING IF TRANSFERRED: R-3

LOCATION	MAP	TAX LOT
Henry St.	39 1E 09DD	5300
"	"	5500
"	"	5600
"	"	5700
"	"	5800
"	"	5801
"	"	6000
"	"	6100
"	"	6198
"	"	6199
"	"	6200



7) Photovoltaic EV Arrays



Appendix B — Campus Facilities Details

Education & General (E & G) Buildings

Institution	Building ID	Building Name	Primary Building Use	Building GSF	% E & G	Year Built	Last Renovation	Master Plan Notes
SOU	B0035	ART BUILDING	Classrooms, Offices, Studios	19,254	100	2000		HVAC Upgrades scheduled 2025
SOU	B0128	ART EAST (DEBOR SCULPTURE)	Offices, Studios, Shops	6,870	100	1961	1997	
SOU	B0002	BRITT HALL	Classrooms, Offices	49,969	100	1936	2022-2024	Complete Building Renovation
SOU	B0182	CAMPBELL CENTER (OLLI)	Classrooms, Offices	5,311	100	1967	2019	
SOU	B0153	CAMPUS PUBLIC SAFETY	Offices, Storage	2,241	100	1958		Building in Poor Condition, Possible redevelopment of Site
SOU	B0012	CASCADE COMPLEX	Residence Halls	194,467	100	1964	1992(kitch-Din)	Complex to be demolished in 2025
SOU	B0013	CENTRAL HALL	Classrooms, Offices	56,544	100	1950	2022-2025	Complete Renewal to be completed 2025
SOU	B0018	CENTRAL HEAT PLANT	Utilities	9,918	100	1957	2019	
SOU	B0001	CHURCHILL HALL	Classrooms, Offices	36,098	100	1926	2011	Complete Building Renovation in 2012
SOU	B0006	COMPUTING SERVICES	Classrooms, Offices	32,770	100	1990		
SOU	B0056	DIGITAL MEDIA CENTER (DMC)	Classrooms, Offices	8,385	100	2003		Renovation & Small Addition planned for this MP cycle
SOU	B0020	EDUCATION/ PSYCHOLOGY	Classrooms, Offices	47,266	100	1973		Major Renovation planned in this MP cycle
SOU	B0191	EXTENDED CAMPUS PROGRAMS	Offices	2,384	100	1958		Building in Poor Condition, Possible redevelopment of Site
SOU	B0191	FACILITIES MANAGEMENT & PLANNING	Shops, Offices, Storage	34,375	100	1994		
SOU	B0222	FARM AT SOU - ADMIN BUILDING	Offices	1,612	100	1939		possible replacement in this MP cycle
SOU	B0222	FARM AT SOU - OPERATIONS BUILDING	Maintenance, Produce coolers	640	100	2019		
SOU	B0019	HANNON LIBRARY	Stacks, Classrooms, Offices	127,210	100	1967	2003	
SOU	B0060	HAZARDOUS WASTE STORAGE BUILDING	Storage	220	100	2007		
SOU	B0025	IRRIGATION FILTER BUILDING	Utilities	100	100	1970		
SOU	B0037	JEFFERSON PUBLIC RADIO (JPR)	Offices & Studios	6,468	100	2018		
SOU	various	JPR-REMOTE TRANSMITTER SITES	Utilities	2,356	100	various		
SOU	B0015(LITHIA), B0036(SRC)	LITHIA PAVILION-STUDENT REC CENTER	Gyms, Classrooms, Offices	94,021	100	2018		
SOU	B0009	MARION ADY	Classrooms, Offices, Studios	36,431	100	1958	2000	HVAC upgrades Planned for 2025
SOU	B0059	MEDFORD HIGHER EDUCATION CENTER	Classrooms, Offices, Labs	68,510	0.5	2008		
SOU	B0220	MODULAR OFFICE BUILDING	Offices	1,792	100	2011		

continues ...

Institution	Building ID	Building Name	Primary Building Use	Building GSF	% E & G	Year Built	Last Renovation	Master Plan Notes
SOU	B0154	MOTOR POOL SHOP	Vehicle Maintenance	2,420	100	1958		Possible redevelopment of site in this MP cycle
SOU	B0027	MUSIC BUILDING	Recital Hall, Classrooms, Offices	45,461	100	1970		Major Renovation-addition planned for this MP cycle
SOU	B0221	HAWK DINING	Food Service, Dining Hall	24,324	10	2012		
SOU	B0179	PLUNKETT CENTER	Offices	6,378	50	1890	1985	
SOU	B0016	PRESIDENTS RESIDENCE (610 ELKADER)	Residence	5,285	30	1950		
SOU	B033B	RECREATION EQUIPMENT BUILDING	Storage	3,391	1	2019		
SOU	B0155	RECYCLING CENTER	Trash Sorting & Recycling	960	1	1958	2019	
SOU	B0029	SCHNEIDER ART MUSEUM	Galleries, Offices	6,035	1	1985		Possible expansion or replacement in this MP cycle
SOU	B0010	SCIENCE BUILDING	Classrooms, Offices, Labs	80,998	1	1958	2016	
SOU	B0031	SOURS LIFE SCIENCES GREENHOUSE	Greenhouse	2,162	1	1980	2018	
SOU	B0033AB	STADIUM STORAGE FACILITY	Storage	1,920	33	2021		
SOU	B0014	STUDENT HEALTH & WELLNESS CENTER	Offices, Counseling, Clinical	11,016	100	1964		
SOU	B0005	SUSANNE HOMES HALL	Classrooms, Offices	39,163	100	1947		Possible renovation/adaptive reuse in this MP cycle
SOU	B0004	TAYLOR HALL	Classrooms, Offices	45,867	100	1965	2020	
SOU	B0028	THEATRE (OREGON CENTER FOR THE ARTS)	Performance, Shops, Offices	51,346	100	1981	2018	
SOU	B0118	521 SOUTH MOUNTAIN	Tutoring, Offices	2,436	100	1950		former rental house
				1,164,466				
Auxiliaries								
	B6852	STEVENSON UNION	Mtg rooms, food service, offices	95,600	0	1972		Possible renovation in this MP cycle
	B6837	STADIUM FACILITY	Weight rm, lockers, offices, seating	26,173	0	1983		
	B1917	ATHLETICS SERVICES BUILDING	Softball team room. Toilet rooms	1,380	0	1985		
		SOFTBALL PRACTICE BUILDING	Batting cages, storage	3,391	0	2014		
	B1916	NORTH TICKET BOOTH	Ticket sales	98	0	1983		
				126,642				
Residence Halls								
	B6858	COX HALL	Conference housing	43,826	0	1958		
	B6826	GREENSPRINGS	Residence Halls	84,799	0	1968		

continues . . .

Institution	Building ID	Building Name	Primary Building Use	Building GSF	% E & G	Year Built	Last Renovation	Master Plan Notes
	B6865	MADRONE HALL	Residence Hall	38,444	0	2005		
		SHASTA HALL	Residence Hall	106,582	0	2005		
		M'CLOUGHLIN HALL	Residence Hall	89,729	0	2013		
				363,380				
SAFH Multi-Family Housing Complex								
	B6686	Family Housing Unit #2	Apartments	4,308	0	1990		
	B6683	Family Housing Unit #22	Apartments	4,308	0	1990		
	B6822	Family Housing Unit #13	Apartments	2075	0	1990		
	B4624	Family Housing Unit #6	Apartments	10,298	0	1990		
	B6821	Family Housing Unit #12	Apartments	10,398	0	1990		
	B4754	Family Housing Unit #18	Apartments	10,398	0	1990		
	B4679	Old Mill Village Unit H	Apartments	4008	0	1996		
	B6688	Family Housing Unit #4	Apartments	6732	0	1990		
	B6685	Family Housing Unit #1	Apartments	3,419	0	1990		
	B6819	Family Housing Unit #10	Apartments	5,280	0	1990		
	B6861	Family Housing Unit #16	Apartments	5,280	0	1990		
	B4849	Old Mill Village Unit C	Apartments	4,008	0	1996		
	B4678	Old Mill Village Unit G	Apartments	4,008	0	1996		
	B6860	Family Housing Unit #15	Apartments	7,790	0	1990		
	B6849	Old Mill Village Unit F	Apartments	6,680	0	1996		
	B6847	Old Mill Village Unit D	Apartments	2,906	0	1996		
	B4750	Old Mill Village Unit A	Apartments	4,008	0	1996		
	B4752	Old Mill Village Unit B	Apartments	5,526	0	1996		
	B6848	Old Mill Village Unit E	Apartments	5,708	0	1996		
	B4753	Old Mill Village Unit I	Apartments	5,600	0	1996		
	B4755	Family Housing Unit #19	Apartments	2,458	0	1990		
	B4625	Family Housing Unit #7	Apartments	2,458	0	1990		
	B6682	Family Housing Unit #21	Apartments	8,548	0	1990		
	B6818	Family Housing Unit #9	Apartments	8,548	0	1990		
	B6680	Family Housing Unit #20	Apartments	3,632	0	1990		
	B6687	Family Housing Unit #3	Apartments	3,632	0	1990		
	B4623	Family Housing Unit #5	Apartments	3,632	0	1990		
	B6726	Family Housing Unit #8	Apartments	3,632	0	1990		

continues ...

Institution	Building ID	Building Name	Primary Building Use	Building GSF	% E & G	Year Built	Last Renovation	Master Plan Notes
	B6820	Family Housing Unit #11	Apartments	3,640	0	1990		
	B4677	Family Housing Unit #14	Apartments	3,640	0	1990		
	B1915	Family Housing Unit #17	Apartments	3,640	0	1990		
	B1919	FH Maintenance Bldg	Shop + Storage	2,020	0	1990		
	B6684	FH Community Bldg	mtg rooms, daycare, laundry, Offices	8,501	0	1990	Addition/remodel 2004	
				170,719				
Houses (rentals & vacant)								
	B1507	1555 Webster St	house	1,630	0			SOU acquired 1966
	B2011	381 Walker Ave	house	1,124	0			SOU acquired 1970
	B2192	1049 Ashland St	house	2,200	0	1900		
	B1887	1066-1066 1/2 Henry St	house + converted garage	1,428	0			SOU acquired 1973
	B1920	1038 Henry St	house	1,529	0			SOU acquired 1979
	B2279	393 Walker Ave	house	1,144	0			SOU acquired 1970
	B1881	1077 Ashland St	house	2,200	0	1940		
	B2010	1060 Henry St	house	1,396	0	1935		
	B2278	1551 Webster St	house	765	0			SOU acquired 1969
	B1884	380 Wightman St	house	3,128	0			SOU acquired 1979
	B1888	1040 Henry St	house	633	0	1950		
	B1889	1058 Henry St	house	754	0	1950		
	B1882	697 Indiana St	house	2,180	0			SOU acquired 1969
	B1933	580 Elkader	house	1,056	0	1961		
	B1883	164 Wightman St	house	798	0	1950		
	B1892	435 Walker Ave	house	850	0			SOU acquired 1966
	B2283	455 Walker Ave	house	2,710	0			SOU acquired 1966
	B1513	1352 Madrone St	house	1,333	0			SOU acquired 1973
	B1922	421 Walker Ave	house	1,732	0			SOU acquired 1966
		1349 Oregon St	house	667	0	1948		
		1383 Oregon St	house	2,296	0			SOU acquired 1964
	B1923	1056 Henry St	house	1,396	0	1890		
	B1891	467 Walker Ave	house	2,224	0			SOU acquired 1966
				35,173				
	Summary	Square Footage						
	E&G Buildings	1,164,466						
	Auxiliaries	126,642						
	Residence Halls	363,380						
	Family Housing Complex	170,719						
	Houses	35,173						
	SOU total(gsf)	1,860,380						

END

Appendix C — The Farm Design and Site Plan Documents



[illegible][illegible]



PHASE 3 IMAGERY



ARCHITECT
HARRIS, HAYES & ASSOCIATES, LLC
100 Walker Ave.
Astoria, OR 97103
503.325.1111

OWNER
SOUTHERN OREGON UNIVERSITY
100 Walker Ave.
Astoria, OR 97103
503.325.1111

PROJECT
SOUTHERN OREGON UNIVERSITY
100 Walker Ave.
Astoria, OR 97103
503.325.1111

DATE
03.2010

BY
HARRIS, HAYES & ASSOCIATES, LLC

SCHEMATIC DESIGN

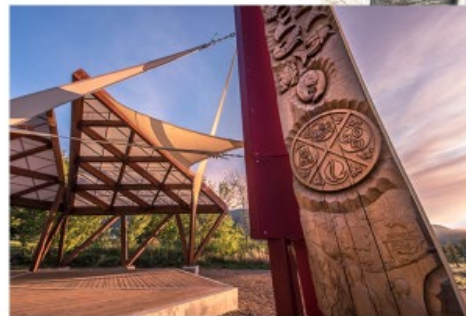
Drawing Title
IMAGES

Drawing No.
L 8

155 Walker Ave



- Classroom/Lab
- Offices
- Sustainability Demonstration (ScienceWorks)
- Equipment Storage
- Commercial Kitchen
- Restrooms
- 3,960 Square feet





OFFICE OF THE GENERAL COUNSEL

September 26, 2025

The City of Ashland

Re: Southern Oregon University – SOU Master Plan

Hon. Mayor Graham and Council Members,

SOU has greatly appreciated the communication with City staff during the 2025 SOU Facilities Master Plan process. The City has been a wonderful partner in the establishment of the SO Zoning and a series of facility master plans over the years. We appreciate and respect this process and have been transparent about SOU's short-term and future needs. SOU requests that you consider the proposed revisions to the last staff-proposed draft of the ordinance adopting the 2025 Master Plan and associated legislation.

The 2025 SOU Facilities Master Plan provides the City of Ashland, its citizens, and the SOU community with clarity about the near-term and long-term direction of SOU campus facilities, all of which are crucial to the evolution and well-being of the University. Unfortunately, the ordinance proposed for second reading did not provide the supportive framework, certainty, and clarity necessary. That proposed ordinance would, as a practical matter, require the SOU to seek a Conditional Use (CUP) approval for most projects - buildings, signage, and other types of development (because it could be interpreted that any disturbance of any kind related to a project anywhere on campus, such as landscaping, access modification, sidewalks or signage, within 50' of private property would trigger a CUP.) As you are aware, the CUP process is time-consuming and expensive for both the City of Ashland and SOU. One of our initial goals with this Master Plan has been to be very transparent about what SOU expects to develop on campus and we understood Council to be supportive of making many of the projects expressly discussed permitted uses subject to either Type I or Type II review, but the ordinance language at the second reading created substantial ambiguity - many of the projects specifically agreed by Council to be permitted at a certain level of development, would have that process frustrated by another provision that would appear to require a CUP.

We believe our suggested ordinance language is in keeping with the discussion and decision of the Council in deliberations; we are asking the ordinance language provide clarity and consistency to what we believe was Council's intent. Our suggested revisions are based on a philosophy that SOU should be able to replace or remodel any building on campus within current square footage or height requirements without requiring a CUP process. Further, regarding the known short-term construction projects, we believe they should be permitted without a CUP process to provide certainty and enable SOU to rapidly move construction forward without additional cost burdens to Oregonians and our students.

As has been presented to Council several times - we have outlined several known projects in the ordinance that could fall into this category, specifically the replacement of Cascade Hall and development of the "University District" area. It is clear from the Master Plan and past staff reports that these projects will go through a Type II process, and a CUP if outside the Master Plan or ordinance guidelines.

Clarity and certainty in this legislation is critical because the landscape for higher education building construction has undergone substantial changes in the last decade, as universities now have independent boards of directors. The state is no longer providing funding for buildings other than academic buildings. SOU and all universities are having to look to third-party partners to provide construction financing, who expect a return on their funding and require additional clarity. Having certainty regarding the underlying land-use and permitting required to replace our current infrastructure, as well as the planned short-term construction projects, is critical for SOU to rapidly adapt and meet the needs of students, employers, and all Oregonians. SOU's suggestions we believe modernize the City of Ashland's ordinance to best support Ashland's future and the future of SOU.

Finally, we hope that our proposed ordinance revisions, along with the additional staff work, will solidify the public record, clarify property owner notification requirements, and provide a transparent pathway for every aspect of development at SOU.

We appreciate your consideration of SOU's revisions to the staff recommendation, and we will be at the Council meeting to provide any clarification regarding our proposal.

Again, we thank you and your staff as we work through this process together.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Patridge", with a stylized flourish extending from the end.

Rob Patridge
General Counsel

ORDINANCE NO. 3268

AN ORDINANCE AMENDING AMC 15.04.210-.216, AMC 18.3.6, AMC 18.4.7, AMC 18.5.2.020, AMC 18.5.2.030 & AMC 18.5.7.020 TO BE CONSISTENT WITH THE SOUTHERN OREGON UNIVERSITY 2025 FACILITIES MASTER PLAN AMENDMENT.

(SOU 2025 Facilities Master Plan Amendment: Planning Action #PA-L-2025-00016)

Annotated to show ~~deletions~~ and additions to the code sections being modified.
Deletions are ~~bold strikethrough~~ and additions are **bold underlined**.

WHEREAS, Oregon’s Statewide Planning Goal 2 “Land Use Planning”, Chapter 197 of the Oregon Revised Statutes and Chapter 660, Division 30 of the Oregon Administrative Rules require that the planning activities of universities, as state agencies, be coordinated with local Comprehensive Plans and Land Use Ordinances; and

WHEREAS, the City of Ashland and Southern Oregon University recognize that coordinated master planning is mutually beneficial; and

WHEREAS, Southern Oregon University has prepared master plans for adoption by the City of Ashland since 1990 to guide the strategic development of the university within the broader context of the city and ensure that the University’s land use actions are consistent with local regulations and statewide land use planning goals; and

WHEREAS, Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions; the City Council finds it is necessary to adopt the Southern Oregon University 2025 Facilities Master Plan Amendment as a roadmap to guide the strategic development of the public university’s facilities and land use over the next decade, and to adopt new Zoning and Comprehensive Plan Maps and associated land use regulations to align with the Southern Oregon University 2025 Facilities Master Plan Amendment.

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

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop 20 Or. App. 293; 531 P 2d no, 734 (1975); and

WHEREAS, the City of Ashland Planning Commission considered the amendment of the City of Ashland’s Zoning Map and Comprehensive Plan Map to align with the Southern Oregon

University 2025 Facilities Master Plan Amendment as a supporting document to the Comprehensive Plan; and to amend the Ashland Municipal Code Section AMC 15.04.210-.216 and the Land Use Ordinances AMC 18.3.6, AMC 18.4.7, AMC 18.5.2.030 & AMC 18.5.7.020 to align with the Southern Oregon University 2025 Facilities Master Plan Amendment at a duly advertised public hearing on June 24, 2025, following deliberations, recommended approval of the amendments; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on July 15, 2025; and

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

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety and welfare of existing and future residents of the City, it is necessary to amend the Ashland Municipal Code and Land Use Ordinance in manner proposed, that an adequate factual base exists for the amendments, the amendments are consistent with the comprehensive plan, that the proposed zoning map and land use code amendments are consistent with City of Ashland approval criteria for land use ordinance and zoning map amendments as set forth in AMC 18.5.9.020.B and are consistent with the City of Ashland Comprehensive Plan, with other City policies, and with the Oregon Statewide Planning Goals and OAR 660-030-0070, and that such amendments are fully supported by the record of this proceeding.

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

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

SECTION 2. Section 15.04.210 [Demolition or Relocation of Structures] of the Ashland Land Use Ordinance is hereby amended as follows:

AMC 15.04.210

- C. No demolition or relocation permit is required:
1. For structures of less than 500 square feet in size.
 2. For relocation of a structure upon the same lot.
 3. To demolish a building declared to be dangerous under the Uniform Code for the Abatement of Dangerous Buildings pursuant to AMC [15.04.010.B](#).
 4. **For any demolition within the SO district. Southern Oregon University shall be exempt from this ordinance, but shall comply with the demolition provisions within the adopted Southern University 2025 Facilities Master Plan Amendment.**

SECTION 3. Section 18.3.6 [Southern Oregon University District] of the Ashland Land Use Ordinance is hereby amended as follows:

18.3.6.020 Applicability

A. This chapter applies to properties designated as SO on the Zoning Map. The Southern Oregon University (SOU) district implements the Southern Oregon University 2025 Facilities Master Plan Amendment ~~Campus Master Plan Update for Southern Oregon University dated April 12, 2010,~~ with all conditions added ~~by the Planning Commission and~~ City Council, as adopted and incorporated into the Comprehensive Plan by Ordinance No. 3267 on August 5, 2025 ~~Ordinance No. 3014 on June 1, 2010.~~ It can be applied to all areas now or hereinafter owned by the State of Oregon acting by and through the State Board of Higher Education, and located within the SOU district boundary, as shown on the SOU 2025 Facilities Master Plan Amendment, adopted by SOU and approved by the City. The District shall not apply to properties identified on the Zoning If Transferred Map and transferred by SOU and no longer owned by SOU.

B. This chapter, together with chapters 18.5.2 Site Design Review, 18.4.3 Parking, Access, and Circulation, ~~and 18.4.7 Signs are the only portions of this ordinance,~~ and 18.3.11 Water Resource Protection Zones are the only portions of this ordinance to be effective within the SOU zone; except that areas projects to be developed within 50 feet of privately owned land (specifically not including alterations to a site such as signage, access, driveway, sidewalk or landscaping alterations) are subject chapter 18.5.4 Conditional Use Permit to a Type II Conditional Use Permit review process. In addition, the creation or vacation of public streets or public ways shall be subject to mutual agreement between the City and SOU and all other applicable laws. Prior to the sale of university property, or to the submittal of applications to the city for the construction of new buildings or the amendment of the Southern Oregon University Facilities Master Plan, the University shall provide written notice to neighboring property owners of record within 200 feet of the project and provide written evidence of such notice to the city with the application submittal.

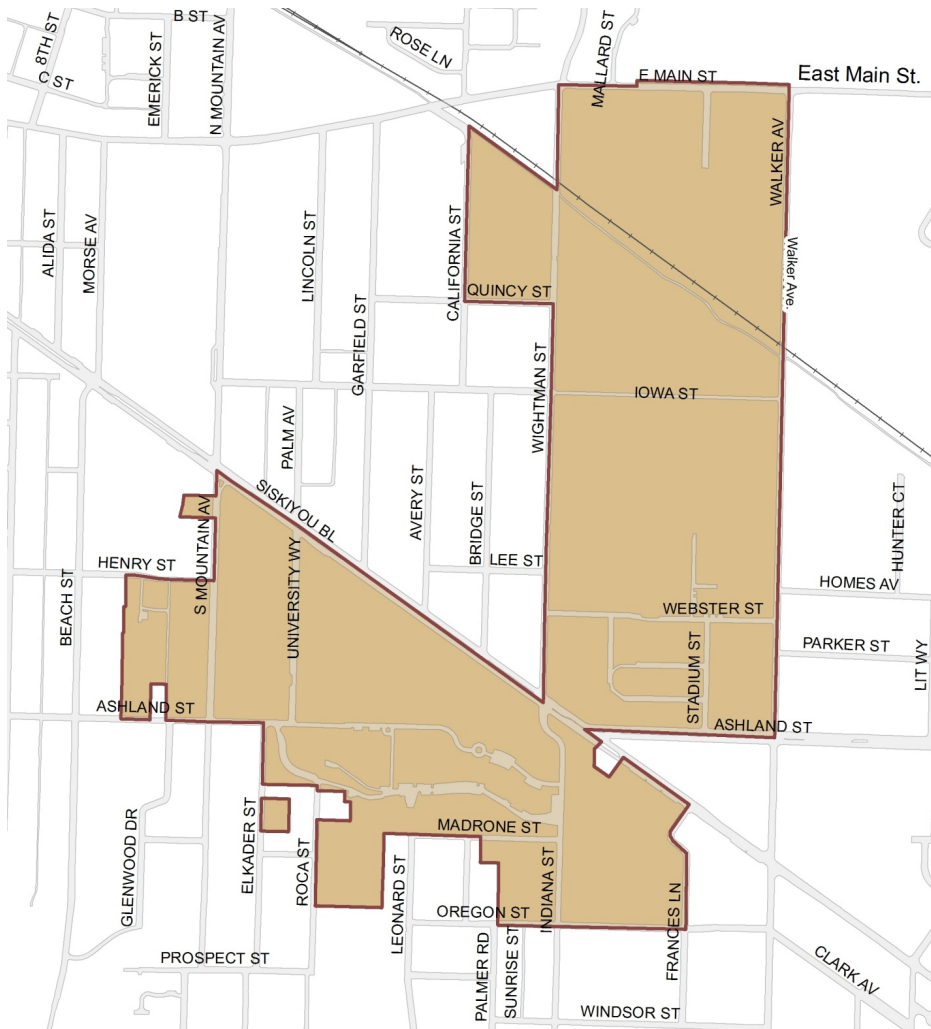


Figure 18.3.6.020. Southern Oregon University District

18.3.6.030 Permitted Uses

Permitted uses are as follows.

- A.** Uses permitted outright are all those which are directly **and indirectly** related to the educational functions of SOU, provided that such uses are indicated and located in conformance with the adopted and City approved SOU **2025 Facilities Master Plan Amendment** **and are greater than 50 feet from privately-owned property.**

Commented [BG1]: Preexisting language -relates to CUP per 18.3.6.020.B

B. Wireless Communication Facilities authorized pursuant to chapter [18.4.10](#) Wireless Communication Facilities.

18.3.6.040 Conditional Uses

Uses subject to approval of a conditional use permit, per chapter [18.5.4](#), are as follows.

A. Any use, site design, or construction or alteration of same not agreed upon in advance by the City and SOU in the SOU **2025 Facilities Master Plan Amendment**.

B. ~~Any projects to be developed within 50 feet of privately owned land (specifically not including alterations to a site such as signage, access, driveway, sidewalk or landscaping alterations) use, site design, or construction within 50 feet of privately owned property.~~

C. ~~Any construction over 40 feet in height~~ Construction that exceeds 60 feet in height within the SO zone, exclusive of the ~~properties University District described in Sections D thru G~~ below, shall require approval of a Conditional Use Permit, up to a maximum height of 70 feet.

D. Construction within the University District bounded by Walker Avenue, Ashland Street, Webster Street and Stadium Street, that exceeds the permitted maximum height of 50 feet, (or 60 feet with the inclusion of at least 25 percent affordable or student housing), within the University District bounded by Walker Avenue, Ashland Street, Webster Street and Stadium Street, shall require approval of a Conditional Use Permit, up to a maximum height of 110 feet.

E. Construction within the former Cascade Complex that does not exceed 60 feet in height, five stories, or 194,000 square feet [GFA], including associated site improvements such as signage, access, driveways, sidewalks, and landscaping, does not require a Conditional Use Permit, and is permitted through a Type II Site Review. Any proposal that exceeds the height or square footage limits established herein shall require approval of a Conditional Use Permit.

F. Construction of any replacement building that does not exceed the height or square footage of the existing building shall be permitted, including alterations to the site such as signage, access, driveway, sidewalk, and landscaping, and permitted under a Type II decision. Any proposal that exceeds the height and square footage enumerated herein shall require approval of a Conditional Use Permit.

~~D. G.~~ Wireless Communication Facilities not permitted outright and authorized pursuant to chapter [18.4.10](#) Wireless Communication Facilities.}

SECTION 4. Section 18.4.7.040 [Exempted Signs] of the Ashland Land Use Ordinance is hereby amended as follows:

18.4.7.040 Exempted Signs

The following signs and devices shall not be subject to the provisions of this chapter. All of the following exempted signs shall be subject to the other regulations contained in chapter [18.4.7](#) relative to the size, lighting, or spacing of such signs.

[A-M unchanged]

ORDINANCE NO. 3268

Page 5 of 11

Commented [BG2]: Preexisting language -relates to CUP per 18.3.6.020.B

N. Southern Oregon University. Signs on properties within the Southern Oregon University District on lands owned by the University shall be exempted from this chapter, and shall follow the guidelines for Signage on Campus contained within the Southern Oregon University 2025 Facilities Master Plan Amendment.

SECTION 5. Section 18.5.2.020 [Review Procedures] of the Ashland Land Use Ordinance is hereby amended as follows:

[A-B unchanged]

C. Exempt from Site Design Review. The following types of uses and projects are exempt from site design review:

1. Detached single-family dwellings and associated accessory structures and uses.
2. Accessory residential units meeting the requirements of subsection [18.2.3.040](#) and duplexes meeting the requirements of section [18.2.3.110](#).
3. Land divisions and property line adjustments, which are subject to review under chapter [18.5.3](#).
4. The following mechanical equipment:
 - a. Private, noncommercial radio and television antennas not exceeding a height of 70 feet above grade or 30 feet above an existing structure, whichever height is greater, and provided no part of such antenna shall be within the setback yards required by this chapter. A building permit shall be required for any antenna mast or tower over 50 feet above grade or 30 feet above an existing structure when the same is constructed on the roof of the structure.
 - b. Not more than three parabolic disc antennas, each under one meter in diameter, on any one lot or dwelling unit.
 - c. Roof-mounted solar collection devices in all zones, with the exception of E-1 and C-1 zoned properties located within designated historic districts. The devices shall comply with solar setback standards described in chapter [18.4.8](#) and the height standards of the respective zoning district.
 - d. Roof-mounted solar collection devices on E-1 and C-1 zoned properties located within designated historic districts if the footprint of the structure is not increased, the plane of the system is parallel to the slope of the roof and does not extend above the peak height of the roof or existing parapets, or is otherwise not visible from a public right-of-way. The devices shall comply with solar setback standards described in chapter [18.4.8](#) and height requirements of the respective zoning district.
 - e. Installation of mechanical equipment other than those exempted in subsections a-d, above, and which is not visible from a public right-of-way, except alleys, or adjacent residentially zoned property and consistent with other provisions of the ordinance codified in this section, including solar access in chapter [18.4.8](#), and noise and setback requirements of subsection [18.2.4.020.B](#). See also screening standards for mechanical equipment in subsection [18.4.4.030.G.4](#).

- f. Routine maintenance and replacement of existing mechanical equipment in all zones. (Ord. 3229 § 9, amended, 12/19/2023; Ord. 3199 § 25, amended, 06/15/2021; Ord. 3155 § 15, amended, 07/17/2018)

5. Solar Arrays Over Parking Lots in the SO-zone. Solar arrays over parking lots shall be exempt from Site Design Review, and subject to ministerial approval in conjunction with building permit issuance, where they meet the following standards:

- a. The proposed solar array is consistent with the general design approach illustrated in the adopted SOU 2025 Facilities Master Plan Amendment, which is intended to be illustrative rather than prescriptive.**
- b. The proposed solar array does not exceed a height of 38 feet.**
- c. The proposed solar array complies with the Solar Access Ordinance in Chapter 18.4.8 where abutting privately-owned property to the north.**
- d. The proposed solar array does not impede emergency vehicle access or circulation.**
- e. Permits (structural and electrical) shall be obtained from the City of Ashland Building Division.**

SECTION 6. Section 18.5.2.030 [Review Procedures] of the Ashland Land Use Ordinance is hereby amended as follows:

18.5.2.030 Review Procedures

A. Type I Review. Except as provided by [18.5.2.030](#), subsections B - G, below, applications for Site Design Review are subject to the Type I procedure, pursuant to section [18.5.1.050](#).

B. C-1, E-1, HC, and M-1 Zones. In the C-1, E-1, HC, and M-1 zones, but not within the Downtown Design Standards or Detail Site Review overlays, new structures or additions greater than 15,000 square feet in gross floor area, or greater than 50 percent of an existing building's gross floor area are subject to Type II review.

C. Downtown Design Standards Overlay. In the Downtown Design Standards overlay, new structures or additions greater than 2,500 square feet in gross floor area, or greater than ten percent of an existing building's gross floor area are subject to Type II review.

D. Detail Site Review Overlay. In the Detail Site Review overlay, new structures or additions greater than 10,000 square feet in gross floor area, or longer than 100 feet in length or width are subject to Type II review.

E. Residential Site Review. Residential structures or additions greater than 10,000 square feet in gross floor area, other than single-family homes or accessory uses on individual lots, are subject to Type II review.

F. Croman Mill District. In the Croman Mill district, new structures or additions greater than 15,000 square feet in gross floor area are subject to Type II review.

G. Landscape and Irrigation Plan Amendments. Minor amendments to landscape and irrigation plans approved pursuant to chapter [18.4.4](#) to improve fire safety, public safety, water conservation, or energy efficiency may be processed as Ministerial or Type I actions.

H. Southern Oregon University District Site Review. In the SO District, new structures or additions greater than 15,000 square feet in gross habitable floor area (GHFA) are subject to Type II review. All other development subject to Site Design Review shall be reviewed as a Type I review for compliance with the current Southern Oregon University 2025 Facilities Master Plan Amendment development standards.

SECTION 7. Section 18.5.7.020 [Applicability and Review Procedure] of the Ashland Land Use Ordinance is hereby amended as follows:

AMC 18.5.7.020 Applicability and Review Procedure

All tree removal and topping activities shall be carried out in accordance with the requirements of this chapter and as applicable, the provisions of part [18.3](#), Special Districts and Overlay Zones, and chapter [18.4.4](#), Landscaping, Lighting, and Screening.

If tree removal is part of another planning action involving development activities, the tree removal application, if timely filed, shall be processed concurrently with the other planning action. Applications for tree removal permits are reviewed as follows:

A. Ministerial Action. The following tree removal permits are subject to the ministerial procedure in section [18.5.1.040](#):

1. Emergency tree removal permit.

B. Type I Reviews. The following tree removal permits are subject to the Type I review in section [18.5.1.050](#). This section applies to removal of trees that are a hazard or are not a hazard.

1. Removal of trees greater than six inches DBH on private lands zoned C-1, E-1, M-1, CM, or HC.
2. Removal of trees greater than six inches DBH on lots zoned R-2, R-3, and R-1-3.5 that are not occupied solely by a detached single-family dwelling and associated accessory structures including an accessory residential unit, or by a duplex.
3. Removal of significant trees, as defined in part [18.6](#), on vacant property zoned for residential purposes including but not limited to R-1, RR, WR, and NM zones.

4. Removal of significant trees as defined in part [18.6](#), on lands zoned SOU, on lands under the control of the Ashland School District, or on lands under the control of the City.

5. Tree topping permit.

C. Exempt from Tree Removal Permit. The following activities are exempt from the requirement for a tree removal permit in subsections [18.5.7.020.A](#) and [B](#), above:

1. Those activities associated with the establishment or alteration of any park under the Ashland Parks and Recreation Commission. However, the Parks and Recreation Department shall provide an annual plan in January to the Tree Commission outlining proposed tree removal and topping activities, and reporting on tree removal and topping activities that were carried out in the previous year.

2. Removal of trees in single-family residential zones on lots occupied only by a detached single-family dwelling and associated accessory structures including an accessory residential unit, or by a duplex, where the property is less than twice the minimum lot size or otherwise ineligible to be partitioned or subdivided, except as otherwise regulated by chapter [18.3.10](#), Physical and Environmental Constraints Overlay, and chapter [18.3.11](#), Water Resources Protection Zones (Overlays).

3. Removal of trees in multifamily residential and health care zones on lots occupied only by a detached single-family dwelling and associated accessory structures including an accessory residential unit, or by a duplex, where the property cannot be further developed with additional dwelling units other than an accessory residential unit or a duplex, except as otherwise regulated by chapter [18.3.10](#), Physical and Environmental Constraints Overlay, and chapter [18.3.11](#), Water Resources Protection Zones (Overlays).

4. Removal of trees less than six inches DBH in any zone, excluding those trees located within the public right-of-way or required as conditions of approval with landscape improvements for planning actions.

5. Removal of trees less than 18 caliper inches in DBH on any public school lands, ~~Southern Oregon University~~, and other public land, excluding heritage trees.

6. Removal of trees within the wildfire lands area of the City, as defined on adopted maps, for the purposes of wildfire fuel management consistent with the fuel modification area standards in section [18.3.10.100](#), and in accord with the requirements of chapter [18.3.10](#), Physical and Environmental Constraints Overlay, and chapter [18.3.11](#), Water Resources Protection Zones (Overlays).

7. Removal of dead trees.

8. Those activities associated with tree trimming for safety reasons, as mandated by the Oregon Public Utilities Commission, by the City's Electric and Telecommunication Utility. However, the Utility shall provide an annual plan to the Tree Commission outlining tree trimming activities and reporting on tree trimming activities that were carried out in the previous year. Tree trimming shall be done, at a minimum, by a journeyman tree trimmer, as defined by the Utility, and will be done in conformance and to comply with OPUC regulations.

9. Removal of street trees within the public right-of-way subject to street tree removal permits in AMC [13.16](#).

10. Those activities associated with tree trimming or removal at the airport, within the Airport (A) overlay zone for safety reasons, as mandated by the Federal Aviation Administration. The Public Works Department shall provide an annual report to the Tree Commission outlining tree trimming activities and reporting on tree trimming activities that were carried out in the previous year.

11. Those activities associated with the tree removal and maintenance of trees within the SO zone consistent with the current Southern Oregon University 2025 Facilities Master Plan Amendment when conducted by a licensed and certified arborist. However, Southern Oregon University shall provide an annual plan from its staff arborist or a contract arborist in January to the Tree Commission outlining proposed tree removal and topping activities, and reporting on tree removal and topping activities that were carried out in the previous year.

SECTION 8. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 9. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions, and text descriptions of amendments (i.e., Section 2) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first reading by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.
ATTEST:

Alissa Kolodzinski, City Recorder

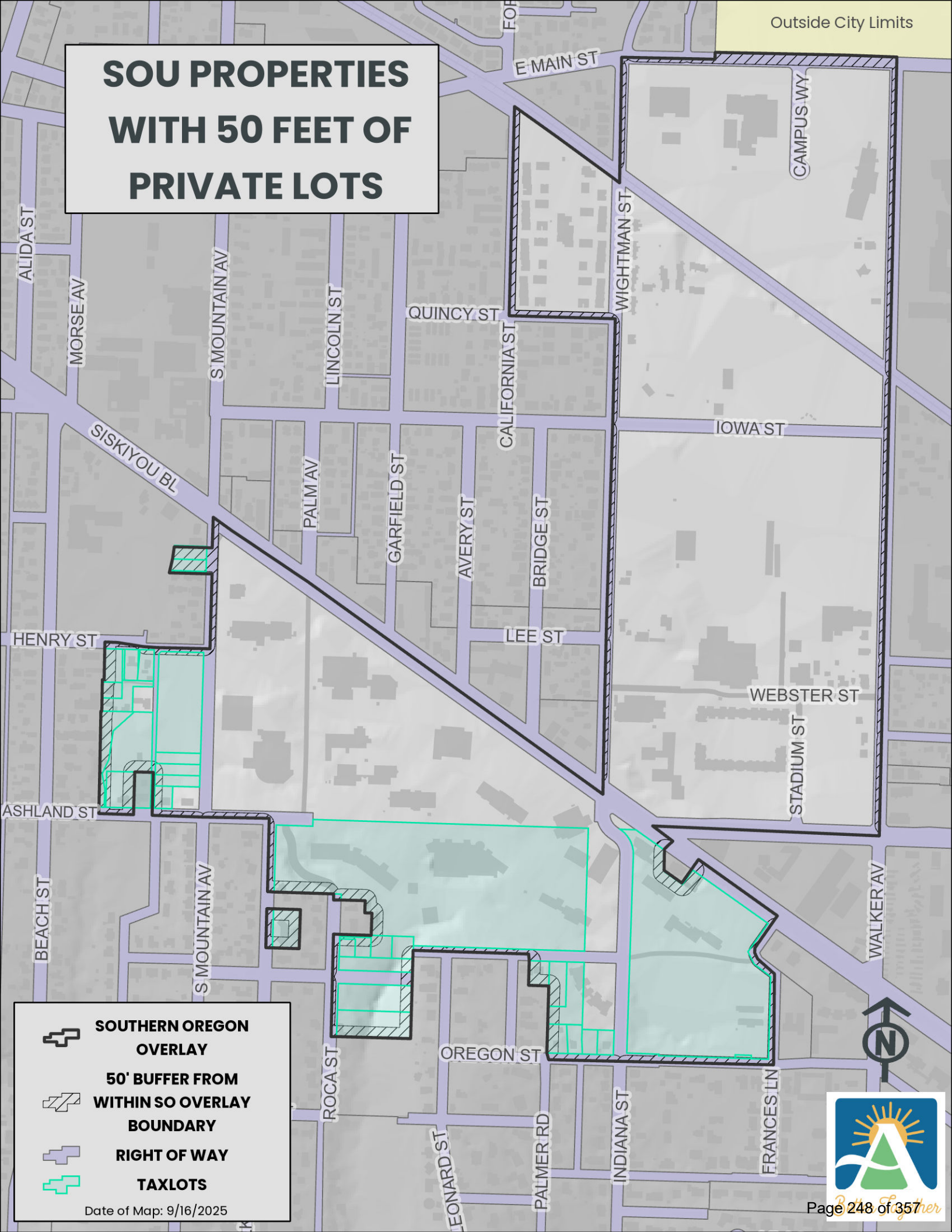
SIGNED and APPROVED this _____ day of _____, 2025.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

SOU PROPERTIES WITH 50 FEET OF PRIVATE LOTS



-  SOUTHERN OREGON OVERLAY
-  50' BUFFER FROM WITHIN SO OVERLAY BOUNDARY
-  RIGHT OF WAY
-  TAXLOTS

Date of Map: 9/16/2025





Council Business Meeting

Date: October 7, 2025

Agenda Item	Second Reading of Ordinance No. 3273 An Ordinance Amending AMC Section 10.120 Enhanced Law Enforcement Area and Persistent Violation
Department	Police
From	Tighe O'Meara, Police Chief

TIME ESTIMATE

15 Minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Second Reading of Ordinance 3273 Amending the Expulsion Process

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

Staff is bringing forward Ordinance No. 3273 with approved amendments for second reading. The ordinance has been amended to include Council approved language addressing several issues:

10.120.020A(2)(iv) reads Prohibited Camping shall not be used as a qualifying event

10.120.020A(3) reads Citations During the Same Point of Contact. An officer shall not use a single point of contact or call for service to establish multiple qualifying events. Qualifying Events for purposes of an expulsion petition should be cited based on contacts on different dates.

10.120.040A(1)(b) added in meal programs

10.120.040A(2) removed "in a vehicle or on public transit while"

10.120.070 reads Revocation of Expulsion Orders An expulsion order may be revoked by the issuing authority if it is determined that there has been an acquittal on an underlying charge, the expulsion order was issued in error, the conditions for expulsion are no longer applicable, or the offender has demonstrated rehabilitation or changed behavior that no longer poses a threat to public safety or property.

FISCAL IMPACTS

None

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve Ordinance 3273 with amendments

REFERENCES & ATTACHMENTS

1. Ordinance 3273_2ndReadingFinal

ORDINANCE NO. 3273

AN ORDINANCE AMENDING AMC SECTION 10.120 ENHANCED LAW ENFORCEMENT AREA AND PERSISTENT VIOLATION

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

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

SECTION 1.

10.120.010 Enhanced Law Enforcement Area and Persistent Violation, Misdemeanor

A. It is the intent of the City Council to protect discrete areas within the City that are experiencing increased unlawful activity against becoming an attraction for more such activity and to protect the public against health and welfare hazards posed by persons who are attracted to these areas for opportunity to engage in or to contact others to engage in unlawful activity.

B. The City Council finds that the following geographic areas within the City are particularly affected by unlawful behavior and/or are subject to a disproportionate number of incidents of the unlawful activities comprising persistent violation as defined in AMC 10.120.020, and declares each of the following areas to be an enhanced law enforcement area (ELEA):

~~1. Downtown Enhanced Law Enforcement Area (ELEA West) inclusive of Bill Patton Garden and 130 N. Pioneer Street public parking lot, as depicted in Exhibit A attached to the ordinance codified in this section.~~

1. ELEA West (Downtown): As depicted in Exhibit A, attached to the ordinance codified in this section.

~~2. ELEA East, as depicted in Exhibit B attached to the ordinance codified in this section. (Ord. 3253 § 1, amended, 12/17/2024; Ord. 3142, amended, 04/18/2017; Ord. 3114, amended, 2015; Ord. 3066, added, 06/19/2012)~~

2. ELEA East: As depicted in Exhibit B, attached to the ordinance codified in this section.

~~10.120.020 — A Person Commits the Crime of Persistent Violation If:~~

~~A. The person is convicted in Ashland Municipal Court or other court of competent jurisdiction for any combination of the following crimes or violations occurring in separate incidents solely within ELEA West or solely within ELEA East within a six-month period; provided, that convictions in ELEA West and ELEA East shall be separate and distinct, with each ELEA subject to its own applicable expulsion order:~~

~~1. Three (3) or more Class A, B or C felonies or Class A, B or C misdemeanors;~~

~~2. Two (2) Class A, B or C felonies or Class A, B, or C misdemeanors plus one (1) or more violations of the sections set forth below;~~

~~3. Three (3) or more violations of any of the following sections or laws:~~

- ~~a. AMC 9.08.110 – Scattering Rubbish;~~
- ~~b. AMC 9.08.170 – Unnecessary Noise;~~
- ~~c. AMC 9.16.010 – Dogs – Control Required;~~
- ~~d. AMC 10.40.030 – Consumption of alcoholic liquors in public places prohibited;~~
- ~~or~~
- ~~e. AMC 10.40.040 – Open Containers Prohibited;~~
- ~~f. AMC 9.16.015 – Dog License Required; or~~
- ~~g. ORS 475B.381 – Use of marijuana in public place prohibited.~~

~~B. The person knowingly enters the particular ELEA area in violation of a Municipal Court expulsion order as a term of the person's probation or a court expulsion order pursuant to AMC 10.125.010 et seq. (Ord. 3253 § 1, amended, 12/17/2024; Ord. 3142, amended, 04/18/2017; Ord. 3113, amended, 2015; Ord. 3066, added, 06/19/2012)~~

10.120.020 Qualifying Events.

A. Qualifying Events. A person is subject to a civil expulsion per 10.120.040 from entering ELEA West or ELEA East under the conditions outlined below . Each area (ELEA West and ELEA East) shall have its own separate qualifying events; an expulsion in one area does not automatically apply to the other unless separate facts exist.

A “Qualifying Event” occurs when, within a six month period, any of the following conditions are met:

1. Violation. An individual has been issued, but not necessarily convicted of, three or more of any of qualifying violations listed below. Upon the issuance of the third violation, a person is subject to a Qualifying Event:
 - a. AMC 9.08.110 – Scattering Rubbish;
 - b. AMC 9.08.170 – Unnecessary Noise;
 - c. AMC 9.16.010 – Dogs – Control Required;
 - d. AMC 10.40.030 – Consumption of alcoholic liquors in public places prohibited; or
 - e. AMC 10.40.040 – Open Containers Prohibited; or
 - f. ORS 475B.381 – Use of marijuana in public place prohibited.
2. Crimes. A person has been lodged or issued criminal citation by a police officer, but not necessarily convicted of, any of the following crimes:
 - a. Felonies: One or more felony charges.
 - b. Misdemeanors:
 - i. One or more person crime misdemeanor charge(s) as outlined in OAR 213-003-0001, as that authority may be amended from time to time.
 - ii. One or more misdemeanor unauthorized burning charge(s) per AMC Chapter 10.30.
 - iii. Two or more misdemeanor charges.
 - ~~iv. Prohibited Camping shall not be used as a qualifying event~~
3. Citations During the Same Point of Contact. An officer shall not use a single point of contact or call for service to establish multiple qualifying events. Qualifying Events

for purposes of an expulsion petition should be cited based on contacts on different dates. Qualifying E

10.120.030 Process to initiate a Civil Expulsion

A. Process. If a law enforcement officer has probable cause to believe a person has committed a Qualifying Event that may result in an expulsion from either ELEA West or ELEA East, the officer may request the Ashland Municipal Judge issue an expulsion order under 10.120.040, according to the following steps:

1. Provide notice to the charged individual of the date, time, and location the officer intends to request the expulsion.
2. At the time specified in the notice, the officer shall present evidence to justify the expulsion under the terms of this chapter.
3. If a charged individual is present, the Ashland Municipal Judge shall afford the opportunity to (1) contest the expulsion and (2) request any relevant variances should the expulsion order be issued. If a charged individual is not present, the Ashland Municipal Judge may enter a default order.
4. The expulsion order shall be effective upon personal notice.

10.120.040 — Misdemeanor Classification Presumptive Penalty

~~A. Persistent violation is a Class B misdemeanor.~~

~~B. Unless reasonable cause exists to order otherwise, upon a finding of persistent violation under AMC 10.120.020 the Court shall enter a judgment expelling the person from the applicable ELEA, as defined in AMC 10.120.010.B, for a period of not less than three (3) months and not more than one (1) year. Any judgment that includes an expulsion shall also include the following exceptions to the terms of the expulsion from the applicable ELEA:~~

- ~~1. The expelled person is present in the ELEA for one (1) or more of the following activities:
 - a. To actively address or remedy the subject offense if ordered to do so by the Court, perform official governmental business, or attend public meetings;
 - b. To actively pursue or obtain social, medical, pharmaceutical, groceries, or other services reasonably deemed related to the needs of the person not otherwise available outside the applicable ELEA;
 - c. To actively secure or maintain lawful employment or attend registered educational services.~~
- ~~2. The expelled person is actively traveling through the applicable ELEA. For ELEA West, this travel exception is limited to those traveling in a vehicle or on public transit while using a necessary street or highway to reach a destination outside of the ELEA West area.~~

C. Upon a showing of good cause, the Court may enter an order limiting the exceptions set forth in subsection B of this section regarding the expelled person's ability to enter the particular ELEA that is the subject of the expulsion order. (Ord. 3253 § 1, amended, 12/17/2024; Ord. 3066, added, 06/19/2012)

10.120.040 Civil Expulsion Order

A. Upon a preponderance of the evidence finding that a Qualifying Event exists under 10.120.020 the Court shall enter a judgment expelling the person from the applicable ELEA, as defined in AMC 10.120.010.B, for a period of not less than three (3) months and not more than one (1) year. Any civil expulsion order shall also specify exceptions to the terms of the expulsion from the applicable ELEA, as follows:

- 1. The person expelled may be present in the applicable ELEA for one or more of the following activities:**
 - a. To actively address or remedy the subject offense if ordered to do so by the Court, perform official governmental business, attend public meetings, or other rights protected by the Oregon or federal constitution.**
 - b. To actively pursue or obtain social, medical, pharmaceutical, groceries, meal programs, or other services reasonably deemed related to the needs of the person not otherwise available outside the applicable ELEA;**
 - c. To actively secure or maintain lawful employment or attend registered educational programs;**
 - d. Any other variance conditions that might exist under 10.120.5(F).**
- 2. The expelled person is actively traveling through the applicable ELEA. For ELEA West, this travel exception is limited to those traveling in a vehicle or on public transit while using a necessary street or highway to reach a destination outside of the ELEA West area.**

10.120.050 Appeal of Expulsion Order; Variance

A. Appeal Process for Expulsion Order:

- 1. Right to a Hearing: A person who receives an expulsion order has the right to request a hearing to challenge the expulsion order, seek a reduction in the expulsion period, or request a variance.**
- 2. Fee Waiver: A person who submits a request for an appeal or variance shall not be subject to any fines related to that request.**

B. Filing a Hearing Request:

- 1. The request for a hearing must be submitted in writing to the Municipal Court Clerk at Ashland Municipal Court within ten (10) days of receiving personal notice of the expulsion notice.**

C. Scheduling and Conducting the Hearing:

1. The Municipal Court Judge shall conduct the hearing within ten (10) business days of receiving the request.
2. The hearing may be rescheduled for good cause but must be held no later than five (5) additional business days from the rescheduled request.

D. Effect of a Timely Filed Appeal:

1. If an appeal is filed within the specified time, the period of expulsion is stayed pending the outcome of the appeal. If the expulsion order is upheld, the remaining period of expulsion will take effect immediately upon the issuance of the Municipal Court's decision.

E. Burden of Proof and Decision:

1. The City must prove the validity of the expulsion order by a preponderance of the evidence. If the Municipal Court finds that the expulsion order was based on conduct prohibited by AMC 10.120.2 and is otherwise lawful, the court shall uphold the expulsion order.
2. If the court finds that the City has not met its burden of proof or that the expulsion order is unlawful, the court shall rescind the expulsion order.
3. If the court finds the City has met its burden of proof but determines that the length or scope of the expulsion order is unreasonable under the circumstances, the court may issue an order to shorten the expulsion period or allow for a variance.

F. Variance:

1. A court of competent jurisdiction may, at its discretion, grant a variance to an expelled person at any time during the period of expulsion if the person demonstrates by clear and convincing evidence that:
 - a. The person has a legitimate and compelling need to engage in a specific, non-criminal activity within the expulsion area that is unrelated to the behavior leading to the expulsion, such as employment, medical appointments, or caring for a dependent;
 - b. The person resides within the expulsion area and no reasonable alternative housing or accommodation is available outside the area that would allow compliance with the expulsion order;
 - c. The person has a specific and compelling need to obtain essential goods or services that are not reasonably available outside the expulsion area, such as access to unique medical services, prescription medications, or other necessities critical to the person's health or well-being.
 - d. Providing a variance serves the interest of justice, public safety, or public welfare.

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10.120.060 Civil Expulsion Penalty

A. Violation. If a person is subject to a civil expulsion order is found within the boundary of the applicable ELEA during the expulsion period, that person may be arrested for Criminal Trespass under ORS 164.245.

10.120.070 Revocation of Expulsion Orders

An expulsion order may be revoked by the issuing authority if it is determined that there has been an acquittal on an underlying charge, the expulsion order was issued in error, the conditions for expulsion are no longer applicable, or the offender has demonstrated rehabilitation or changed behavior that no longer poses a threat to public safety or property.

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

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____ day of _____, 2025, and duly PASSED and ADOPTED this _____ day of _____, 2025.

PASSED by the City Council this _____ day of _____, 2025.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2025.

Tonya Graham, Mayor

Reviewed as to form:

Johan Pietila, City Attorney

ORDINANCE NO. 3273

Page 6 of 7



Council Business Meeting

Date: October 7, 2025

Agenda Item	Approval of a Construction Contract with Carter & Company, Inc. for the North Mountain Avenue Overlay, Phase I Project (PW 2021-03)
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

10 Minutes.

CATEGORY

Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY

Before the City Council, acting as the Local Contract Review Board, is a request to approve a construction contract with Carter & Company, Inc., for the North Mountain Avenue Overlay. The project was publicly bid as required by Ashland Municipal Code (AMC) and Oregon Revised Statutes (ORS) and the Council acting as Local Contract Review Board is to certify the correct procurement process was followed. The construction contract for phase I of the project is in an amount not to exceed \$3,593,271.50.

POLICIES, PLANS & GOALS SUPPORTED

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland released formal Invitation to Bid (ITB) documents following AMC 2.50.080 intending to result in a public improvement contract with the City of Ashland for supplying all labor, equipment, and materials necessary to construct the N. Mountain Avenue Overlay, Phase I Project (PW 2021-03). The formal solicitation process was utilized as the total contract amount was estimated to exceed \$250k.

The project includes, but is not limited to, the following major work items: earthwork and drainage, full depth reconstruction, asphalt concrete paving, miscellaneous concrete structures, ADA ramp upgrades, crossing safety improvements, protected bike lanes and miscellaneous electrical work. Phase 1 of the project covers the roadway section between Hersey Street and the I-5 overpass. Phase 2 will be bid separately in 2027 and covers the roadway section between Hersey Street and East Main after the Central Oregon and Pacific Railroad perform regulatory crossing improvements at their crossing on North Mountain Avenue.

The ITB was posted on OregonBuys on September 2, 2025, advertised in the Daily Journal of Commerce, and documents were also on file at the City in the Community Development Building at 51 Winburn Way. Bids were received and opened on September 23, 2025. Three bids were received, all bids were deemed responsive, with the low bid being received from Carter & Company, Inc. of \$3,593,271.50, see bid summary below.

Bid Summary "All"

	1	2	3
Name of Bidder	Carter & Company, Inc.	Knife River Materials	Legac
	4676 Commercial St. SE #203	3959 Hamrick Rd	41850
	Salem, OR 97302	Central Point, OR 97502	Stayto





Council Business Meeting

Sum of Bid	\$3,593,271.50	\$3,916,797.00	\$4,232,000.00
Name of Bonding Co.	Liberty Mutual	Liberty Mutual	Fidelity
Amount of Bid Bond	10%	10%	10%
Addendum Acknowledged	Yes	Yes	Yes

FISCAL IMPACTS

The 2025-26 & 2026-27 Street Division Biennium Budget (BN) includes funds for contracted services (capital improvement program) in the amount of \$5,000,000 for this project. This project coincides with the construction engineering services personal services contract with DOWL, LLC., for the N. Mountain Avenue Overlay, Phase I Project. The construction cost estimate for the project was \$3,918,976.00, with the bid amount being \$325,704.50 below the engineer's cost estimate.

Staff is currently working with the Oregon Transportation Infrastructure Bank (OTIB) on a debt instrument to fund the project. Debt is required to fully fund this project and other street rehabilitation projects forecasted in the coming years. Debt is also required to be obtained as outlined in the Food and Beverage Ordinance for Street Rehabilitation Projects.

The totalized debt as allowed would also include the previous expenditures for preliminary and final engineering. Staff has submitted all required documentation to OTIB and is waiting for final loan contract documents that outline terms and conditions. Staff expects a 15 year term and an interest rate in the 4% range. Staff expects to work out final details for financing with the Finance Director moving forward.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council, acting as the Local Contract Review Board, has the option to approve this contract or refer action back to staff to rebid the project or request that the project not be constructed. Potential motions include:

1. I move to approve the construction contract with Carter & Company, Inc. for the N. Mountain Avenue Overlay, Phase I Project for a contract amount not to exceed \$3,593,271.50; and further move to enact a five-year street cut moratorium to the affected street section.
2. I move to direct staff develop a new solicitation and construction bid for this project.

REFERENCES & ATTACHMENTS

1. 2021-03 N Mountain Ave Overlay Project_Carter&Co_Contract
2. 2021-03 N Mountain Ave Overlay_Bid Summary





PUBLIC IMPROVEMENT CONTRACT

FOR

N. MOUNTAIN AVENUE OVERLAY PROJECT

PROJECT NO. 2021-03

This Public Improvement Contract (hereinafter "Contract") is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter "City"), and CARTER & COMPANY, INC. (hereinafter "Contractor"). This Contract incorporates the attached 'Contractor Data, Certification, and Signature' page as well as Exhibits A-J.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City's Project Manager for this Contract is:

Karl Johnson, Associate Engineer, City of Ashland Public Works/Engineering Division

2. WORK:

2.1. The Work under this Contract is for the N. MOUNTAIN AVENUE OVERLAY PROJECT, Project No. 2021-03 as more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as follows: The Work is generally described as follows: An Asphalt overlay of approximately 0.75-mile of Ashland Street between Siskiyou Boulevard and Faith Avenue. Project and will include cold plane pavement removal of varying depths of the existing roadway, replacement of non-ADA compliant handicap access ramps, and asphalt concrete paving. The Statement of Work, including the delivery schedule for the Work, is contained in the Contract Documents.

2.2. Contractor shall, at its own risk and expense, perform the Work under the terms outlined in this Contract and as described in the Contract Documents and furnish all

permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of the N. MOUNTAIN AVENUE OVERLAY PROJECT, Project No. 2021-03. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the "Effective Date"). All Work under this Contract shall, unless otherwise terminated or extended, be completed on or before 60 calendar days following Contractor's receipt of the written Notice to Proceed.

4. CONSIDERATION

- 4.1. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of \$3,593,271.50 (Three million, five hundred ninety three thousand, two hundred seventy-one dollars and fifty cents) for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.
- 4.2. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City's payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

- 5.1. Contractor has examined and carefully studied the contract documents, and any data and reference items identified in the contract documents.
- 5.2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 5.3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

- 5.4. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified or provided in the project bid documents especially with respect to technical data in such reports and drawings, and reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the Site that have been identified in the project bid documents, especially with respect to Technical Data in such reports and drawings.
- 5.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the contract documents; and the Site-related reports and drawings identified in the contract documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- 5.6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 5.7. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the contract documents.
- 5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the contract documents, and the written resolution thereof by City is acceptable to Contractor.
- 5.9. The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

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CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____ Phone: _____ Fax: _____

Address _____

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License # _____ Construction Contractors Board # _____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual _____ Sole Proprietorship _____
Partnership _____ Corporation _____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts (Exhibit A) together with Exhibits B through J together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound Oregon 2024 Standard Specifications for Construction, as amended by the City of Ashland's most recent Addenda to the 2024 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including Exhibit A, in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

Signature/Title

Printed name

Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

City Manager, City of Ashland

Date

ATTACHMENTS: Certificate of Representation
 Standard Terms & Conditions
 Bid Schedule
 Insurance Requirements

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

- (a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and
- (b) Contractor is not subject to backup withholding because
 - (i) it is exempt from backup withholding or
 - (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that
 - (a) it has the power and authority to enter into and perform the work,
 - (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and
- (c) The work under the Contract shall be performed in accordance with the highest professional standards, and
- (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:
 - _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
 - _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
 - _____ (3) Telephone listing is used for the business separate from the personal residence listing.
 - _____ (4) Labor or services are performed only pursuant to written contracts.
 - _____ (5) Labor or services are performed for two or more different persons within a period of one year.
 - _____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

Date

EXHIBIT A - STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

1. Contractor is Independent Contractor

- a. Contractor shall perform the work required by this Contract as an independent contractor.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent if provided shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its Surety, if any, shall remain liable to the City for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing. [OAR 137-049-0200(2)]

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

Contractor covenants and agrees to bind any and all subcontractors for performance of work under this Contract in the same manner Contractor is bound to City. Contractor further agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third-Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether

directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans, Construction Drawings, Standard Drawings, and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the Prevailing Wage (BOLI) if applicable AND any other separately bound reference, Oregon 2024 Standard Specifications for Construction, and City of Ashland Addenda, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, or otherwise available from the City, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing [ORS 279C.505(2)]

- a. Contractor shall certify to the City that it has a drug-testing program in place for all its employees that includes, at a minimum, the following:
 - i. A written employee drug-testing policy,
 - ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
 - iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

- b. A drug-testing program that meets the above requirements will be deemed a “Qualifying Employee Drug-testing Program.” For the purposes of this section, an employee is a “Subject Employee” only if that employee will be working on the Public Improvement project job site.
- c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City’s performance obligation (which includes, without limitation, the City’s obligation to make payment) is contingent on Contractors compliance with this representation and warranty.
- d. Contractor will require each subcontractor providing labor for the project to:
 - i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
 - ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the Performance Bond, Payment Bond, and all required insurance documents approved. Notice To Proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the contract date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the project work within ten (10) days of the date of the written Notice To Proceed. Contractor is not to commence work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The contract time will not be extended, nor will the Contractor be entitled to any additional

compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The foregoing provision concerning compensation in the event of a suspension of Work of this contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. The City may terminate this contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience.
- d. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

- a. If this contract is terminated under 10(a),(b), or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

In the event of termination under 10(d), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess. After notice of termination under paragraph 10(c), the Contractor and the Contractor's surety shall provide the City with

immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under section 10 through 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

13. Access to Records

Contractor shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City. All documents or other materials submitted to City by Contractor shall become the sole and exclusive property of City. Such materials are subject to Oregon Public Records laws.

15. Compliance with Applicable Law

Contractor certifies and shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, including specifically City of Ashland and State of Oregon Public contracting laws and rules applicable to the work under this Contract, including without limitation ORS Chapter 279A, ORS Chapter 279B, ORS Chapter 279C, ORS 279C.500 through 279C.670, and specifically ORS 279A.120(3), ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.830 and ORS 279C.580 as set forth on Exhibit B, attached hereto and made a part hereof by this reference. In addition, the provisions of ORS 279C.360, ORS 279C.365(4), and ORS 279C.370 (Bid Documents and Disclosure); ORS 279A.010(p), 279A.120, 279C.375, and

279C.380(4), (Award of Contract and Bond); ORS 279A.110 (Prohibition on Discrimination in Subcontracting); ORS 279C.585 (Substitution first-tier Subcontractor); ORS 279C.650 to 279C.670 (Termination); ORS 279C.520, ORS 279C.540, 279C.545 (Hours); ORS 279C.800 to 279C.870 (Oregon Prevailing Wage Law), if applicable; ORS 279C.550 to 279C.565 (Retainage); ORS 279C.4570 (Payments); and ORS 279C.600 to 279C.625 (Bonds) ORS 279A.125 (Recyclable Products) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) any requirements of the DAVIS BACON ACT (40 U.S.C. 3142 and applicable Davis- Bacon Related Acts; (ii) Title VI of the Civil Rights Act of 1964; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990, (v) ORS 659A.142, (vi) all regulations and administrative rules established pursuant to those laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part hereof by these references.

16. Registration with Construction Contractor's Board

The Contractor, hereby certifies that the Contractor is licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. Prevailing Wages/ BOLI Fee

- a. Contractor shall certify in the Contract and it shall be a condition of the bond, as provided in ORS 279C.800 through 279C.870, that in performing this Contract, Contractor will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Contract. In accordance with ORS 279C.838, each worker in each trade or occupation employed in the performance of the Contract either by Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall be paid not less than the applicable state or federal prevailing rate of wage, whichever is higher. Copies of the current BOLI prevailing wage schedule and federal wage rate schedule, if applicable, can be found at the following website: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. When both federal and state prevailing wages are required to be included in the contract specifications, the City shall also include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).
- b. Contractor shall be bound by and shall fully comply with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. CONTRACTOR AGREES TO BE BOUND BY AND WILL COMPLY WITH PROVISIONS OF ORS 279C.840. Pursuant to ORS 279C.830(1), the existing prevailing rate of wage that may be paid to workers in each trade or occupation

required, in the form of a BOLI document, is included in the contract and bid documents and made a part hereof by this reference. For public works for which the contract price is \$50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage. [ORS 279C.830(1)]

- c. The City of Ashland shall pay the fee to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the commissioner and as provided in ORS 279C.825(1). The fee shall be paid on or before the first progress payment or 60 days from the date work first begins on the Contract, or as otherwise provided by administrative rule, whichever is the earliest date. The fee is payable to the Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit 800 N.E. Oregon Street #32 Portland Oregon 97232.
- d. Contractor and some subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. [ORS 279C.830(2)] The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.
- e. If the Contract is for a public work and the Contract price is \$50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City and with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon #32, Portland, Oregon 97232 a certified statement in writing that conforms to the requirements of ORS 279C.845.

18. Hours of Labor /Overtime limitation [ORS 279C.520] [ORS 279C.540] [ORS 279C.545]

Pursuant to ORS 279C.520, no person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services, the employee shall be paid at least time and a half pay:

- a.
 - 1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - 2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- b. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- c. Collective bargaining and negotiated labor agreements may provide exceptions to the requirements of this section and from ORS 279C.520 and ORS 279C.540.
- d. When labor is employed by the City through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any

overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:

1. Caused a circular clearly printed in boldfaced 12-point type font and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
 2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.
- e. At or before the commencement of work, the Contractor shall give notice in writing to employees or by posting, of the number of hours and days per week the employees may be required to work. [279C.520(2)(5)]

19. Medical Care and Workers Compensation [ORS 279C.530]

- a. Pursuant to ORS 279C.530(1), Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- b. Pursuant to ORS 279C.530(2), All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20. Retainage

The withholding of retainage by a contractor or subcontractor on public improvement contracts shall be in accordance with ORS 701.420. [ORS 279C.555] "Retainage" means the difference between the amount earned by a contractor on a public improvement contract and the amount paid on the contract by the City. [ORS 279C.550] Moneys retained by a contracting agency under ORS 279C.570(7) shall either be: (a) retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570; or (b) At the election of the contractor, paid to the contractor in accordance with the two options below:

- The contractor may deposit bonds, securities, or other instruments with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the contracting agency. In such event the City shall reduce the retainage in an amount equal to the value of the bonds, securities or instruments. and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Interest on the bonds or securities shall accrue to the contractor. {or}
- If the contractor elects, the City shall deposit the retainage, as accumulated, in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. Earnings on the account shall accrue to the contractor.

If the contracting agency incurs additional costs as a result of the exercise of the options in ORS 279C.560(1) or (5), the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the contracting agency shall, upon demand, inform the contractor of all accrued costs. Bonds and securities deposited or acquired in lieu of retainage, as permitted above, shall be of a character approved by the City Attorney and City Finance Director, including but not limited to:

- a. Bills, certificates, notes or bonds of the United States.
- b. Other obligations of the United States or its agencies.
- c. Obligations of any corporation wholly owned by the federal government.
- d. Indebtedness of the Federal National Mortgage Association.
- e. General obligation Bond of the State of Oregon or a political subdivision thereof.

Unless the City finds that accepting a bond or instrument poses an extraordinary risk that is not typically associated with such bond or instrument, the contractor may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the City in a form acceptable to the City. The bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625. The City shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Whenever a City accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [279C.560]

21. Progress Payments

- a. Payment for all work under the Contract will be made promptly by the City at the price or prices bid, and those prices shall include full compensation for all approved incidental work.
- b. Contractor shall make progress estimates of work performed in any calendar month and submit to the City for approval, before the fifth of the following month, or as mutually agreed between the Contractor and City. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed. The City may include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the City Attorney to establish the City's title to such materials or equipment or otherwise protect the City's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments

are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the above, when the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1,000), no progress payment will be made for that estimate period, unless approved by the City.

- c. If the Contract price is determined, in whole or in part, on a Lump Sum basis, Contractor shall prepare an itemized cost breakdown relating thereto and have the City approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the City, Contractor shall provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.
- d. If the Contract price is determined wholly on a unit basis, City may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the City, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.
- e. If the City receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress payments, final payments or retainage until such claim has been resolved to the satisfaction of City.
- f. Progress payments will be made by City on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by City of work performed, whichever is the earlier date. Failure to pay progress payments within the timeframe set forth above will result in the imposition of interest as required by ORS 279C.570(2)(3). Defective or improper invoices will be addressed as set forth in ORS 279C.570(4)(5)(6).
- g. Payment will be issued by City for the amount of the approved estimate, less five percent (5%) retainage. Except as provided in paragraph 19 above and the applicable ORS Sections noted herein, such amount of retainage shall be withheld and retained by City until it is included in and paid to Contractor as part of the final payment of the Contract amount. Upon Substantial Completion of the work under the Contract which shall be understood to be not less than ninety-seven and one-half percent (97.5%) of the work, the City may, at its discretion, reduce the retained amount equivalent to not less than one hundred percent (100%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done. [279C.570(7)]
- h. The City may decline to approve an application for payment and may withhold such approval if, in the City's opinion, and in good faith, the work has not progressed to the point indicated by the Contractor's submittal. The City may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, City may nullify the whole or any part of any payment previously made to such extent as may be necessary in their opinion to protect the City from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the

Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the City, (8) failure to submit a construction schedule or failure to keep said construction schedule updated, or (9) exceeding work limits. When any or all of the criteria set forth above have been remedied satisfactorily to the City, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments, except as provided in ORS 279C.570(9).

- i. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted, or progress or other payments allowed until the Project is completed, unless approved otherwise by City. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. A progress payment is not considered acceptance or approval of any work or materials or waiver of any defects therein. [ORS 279.570(2)].

22. Final Estimate and Final Payment

- a. **SUBSTANTIAL COMPLETION.** Contractor shall notify the City in writing when all or a portion of the work is considered substantially complete. If it appears to the City that the work is not substantially complete, the City shall not make an inspection. The City may make a general list of major work components remaining. If it appears that the work is substantially complete, the City shall, within fifteen (15) days after receiving notice, make an inspection and either accept the work or notify Contractor of work yet to be performed. If accepted, City shall prepare a Certificate of Substantial Completion, Exhibit F. Upon acceptance of the Certificate of Substantial Completion by both parties, the City shall be responsible for operation and maintenance of that part of the work described in the Certificate of Substantial Completion, subject to the warranty requirements and protection of the work and all other applicable terms of the contract documents. The date of substantial completion of all the work shall stop the accrual of liquidated damages, if applicable.
- b. **FINAL COMPLETION.** Contractor shall notify the City in writing when work is 100% complete. If it appears to the City that the work is not 100% complete, the City shall not make a final inspection. The City may make a general list of major work components remaining. If it appears that the work is 100% complete, the City shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. A Certificate of Final Completion shall not be prepared until all provisions of the Contract have been met, including but not limited to, the submission by the Contractor of a signed Certificate of Compliance, Exhibit G and executed "Release of Liens and Claims" (Exhibit H).

When the work is 100% complete, the City shall prepare a final pay estimate and Certificate of Final Completion accepting the work as of a certain date. The Contractor shall execute and return the final pay estimate and Certificate of Final Completion within five (5) working days of receipt. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts Ownership of the work and the start date of

the warranty period. The contractor may substitute a Warranty Bond in replacement of the Performance and Payment Bonds in accordance with Section 29. The City shall include in the final pay estimate an addition to the contract amount for any contract deduction from the contract amount for any liquidated damages and a deduction from the contract price in a fair and equitable amount for any damages to the City or for any costs incurred or likely to be incurred by the City due to Contractor's failure to meet any contract provision or specification other than timely completion.

If the Contractor believes the quantities and amounts specified in the final pay estimate prepared by the City to be incorrect, Contractor shall submit to the City within five (5) working days of receipt of the City's final pay estimate, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said period is expressly waived and the City shall not be obligated to pay the same.

The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from errors of computation in the final estimate within a period of one (1) year following the original mailing of the City's final estimate and Certificate of Final Completion to the Contractor's last known address as shown in the records of City. The City's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Final Completion or revised final estimate and Certificate of Final Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that Contractor might have had.

Upon return of the fully executed Certificate of Final Completion from the Contractor, the City will submit the Certificate of Final Completion and final estimate to the City for approval. Upon approval and acceptance by the City, Contractor will be paid a total payment equal to the amount due under the Contract including retainage within thirty (30) days in accordance with ORS 279C.570. Failure to pay within 30 days shall implicate the interest on final payment/ retainage requirements of ORS 279C.570(8).

Monies earned by the Contractor are not due and payable until the procedures set forth in the contract documents for inspection, approval and acceptance of the work; for determination of the work done and the amount due therefore; for the preparation of the final estimate and Certificate of Final Completion and processing the same for payment; for consideration of the Contractor's claim, or claims, if any; and for the preparing of a revised final estimate and Certificate of Final Completion and processing same for payment all have been carried out.

As a prerequisite to final payment, if Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor will provide City with evidence that the requirement of ORS 279A.120(3) has been satisfied.

If City declares a default of the Contract, and Surety completes said Contract, all payments made after declaration of default and all retainage held by City shall be paid to Surety and not to Contractor in accordance with the terms of the Contract.

Acceptance by Contractor of final payment shall release City from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

Disputes as to compensation resolved in favor of the contractor implicate the interest provisions of ORS 279.570(9).

23. Change Orders / Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City designated Contracting Officer or individual with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that, except when such order is in writing by an individual with delegated authority, City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the contract price or contract time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Contractor without express and prior authorization of the City.

24. Contractor/Subcontractor Payment Obligations

- a. The Contractor is required to include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing this contract:
 - i. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the City under such contract; [279C.580(3)(a)] and
 - ii. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a)(i) above. A contractor or first-tier subcontractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier

subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or contractor when payment was due. The interest penalty shall be:

- A. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and
 - B. Computed at the rate specified in ORS 279C.515(2). [279C.580(3)(b)]
- b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of section a. above in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. [279C.580(4)]
- c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount. [279C.570(1)].
- d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsections (3) and (4) of ORS 279C.580 does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute. [279C.580(2)]
- e. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. [ORS 279C.505(1)(a)] The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the contract. [ORS 279C.505(1)(b)] The Contractor shall not permit any claim or lien to be filed or prosecuted against the City and shall be fully responsible for any lien or claim filed against the City on account of any labor or material furnished. [ORS 279C.505(1)(c)] The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279C.505(1)(d)]
- f. Pursuant to ORS 279C.515(1), if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.
- g. Pursuant to ORS 279C.515(2), if the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on

the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- h. Pursuant to ORS 279C.515(3), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Pursuant to ORS 279C.515(4), the payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- j. Living Wage Rates: If the amount of this contract is \$18,703 or more, and Contractor is not paying prevailing wage for the work, Contractor must comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor must post the attached Living Wage Notice predominantly in areas where it will be seen by all employees.

25. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

26. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City a dollar amount per day based on calculations set forth in the Oregon Standard Specifications for Construction and the Special Provisions for this project, for each and every day that elapses in excess of the contract time or the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the contract time, or adjusted contract time, has expired shall in no way operate as a waiver on the part of the City or any of its rights under this contract. The City may in its

discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of the parties.

27. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the City and its employees. The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Contractor waives any and all statutory or common law rights of defense and indemnification by the City. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section. In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

28. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in Exhibit C. All costs for such insurance shall be borne by the Contractor and shall be included in the contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is also cause for immediate termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract.

The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

29. Performance, Payment and Warranty Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish: (1) Performance Bond and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Sections 27 and 30, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the City.

Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The City may permit the warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the contractor at any place the contractor maintains an office or conducts business or at the residence of the contractor. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials.

The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

30. One-Year Warranty

In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in

performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

31. Nondiscrimination in Labor

No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Contractor shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race, religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part (q).

32. Construction Debris and Yard Waste

Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If the contract includes lawn and landscaping maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective. [ORS 279C.510(1) & (2)]

33. Environmental Regulations

Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Federal Agencies:

Agriculture, Department of
Forest Service
Soil Conservation Service

Commerce Department of
National Oceanic and Atmospheric Administration (NOAA)
National Marine Fisheries Service (NMFS)
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services Department of
Housing and Urban Development,
Solar Energy and Energy Conservation Bank
Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration
Occupational Safety and Health Administration
Transportation, Department of
Coast Guard
Federal Highway Administration
Water Resources Council

State Agencies:

Administrative Services, Department of
Agriculture, Department of
Consumer & Business Services, Department of
Oregon Occupational Safety & Health Division
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Water Resources Department

Local Agencies:

City of Ashland
City Council (Ashland Municipal Code)
County Courts

County Commissioners of Jackson County,
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts
Historical Preservation Commissions
Planning Commission

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

- (a) Terminate the contract;
- (b) Complete the work itself;
- (c) Use non-City forces already under contract with the City;
- (d) Require that the underlying property owner be responsible for cleanup;
- (e) Solicit bids for a new contractor to provide the necessary services; or
- (f) Issue the contractor a change order setting forth the additional work that must be undertaken.

The solicitation documents make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, the successful bidder shall immediately give notice of the condition to the contracting agency. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from the contracting agency. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:

- (a) Terminate the contract;
- (b) Complete the work itself;
- (c) Use non-City forces already under contract with the City;
- (d) Require that the underlying property owner be responsible for cleanup;
- (e) Solicit bids for a new contractor to provide the necessary services; or
- (f) Issue the contractor a change order setting forth the additional work that must be undertaken.

If the City chooses to terminate the contract under either subsection (a) of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under either subsection (c) or (e) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The change order under either subsection (f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks in the solicitation documents.

34. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

35. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

36. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

37. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

38. Business License

The Contractor shall obtain a City of Ashland business license as required by City ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided in this contract.

39. Notices/Bills/Payments

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Ashland
Karl Johnson, Associate Engineer
Public Works/Street Department
20 E. Main Street
Ashland, OR 97520

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

40. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

41. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT B

COMPLIANCE WITH APPLICABLE LAW PUBLIC IMPROVEMENT CONTRACT

This exhibit contains the requirements for public contracting as set forth in ORS 279C.360 through and including ORS 279C.800 and is available through the city Engineering Office at 51 Winburn Way, Ashland, Oregon or online at www.leg.state.or.us/ors

EXHIBIT C

PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than ☐ \$1,000,000 or ☒ \$2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City ☐ Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ \$1,000,000 or ☒ \$2,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City ☐ Not required by City

☐ Builders Risk (Check here if required) insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required

endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below and certify under penalty of perjury that it is a corporation.

Entity	Signature	Date
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B. CONTRACTOR IS INDEPENDENT.

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an “independent contractor” if the standards of ORS 670.600 are met.

Contractor and Project Manager certifies that the Contractor meets the following standards:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is registered under ORS chapter 701 if the Contractor provides labor or services for which such registration is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represent to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

- _____ A. The labor or services are primarily carried out at a location that is separate from Contractor's residence or is primarily carried out in a specific portion of Contractor's residence, which is set aside as the location of the business.
- _____ B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.
- _____ C. Telephone listing is used for the business that is separate from the personal residence listing.
- _____ D. Labor or services are performed only pursuant to written contracts.
- _____ E. Labor or services are performed for two or more different persons within a period of one year.
- _____ F. Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the CITY of ASHLAND, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor Signature

Date

Project Manager Signature

Date

PERFORMANCE BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars (\$ _____).

Contractor and City have entered into a written contract dated _____, for the following project: N. MOUNTAIN AVENUE OVERLAY PROJECT No. 2021-03. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.
2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.
3. This bond is subject to claims under ORS 279C.380 through 279C.390.
4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.
5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.
7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

Telephone: _____

SIGNED this _____ day of _____ 20__.

WITNESS:

(Corporate Seal)

CONTRACTOR:

By:

Title:

Legal Address:

Attest:

Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY:

By:

Title:

Legal Address:

Attest:

Corporate Secretary

PAYMENT BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars (\$ _____).

Contractor and City have entered into a written contract dated _____, for the following project: N. MOUNTAIN AVENUE OVERLAY PROJECT No. 2021-03. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.
2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.
3. This bond is subject to claims under ORS 279C.600 through 279C.620.
4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.
5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.
7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

Telephone: _____

SIGNED this _____ day of _____ 20____.

WITNESS:

(Corporate Seal)

CONTRACTOR:

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY:

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

CITY OF ASHLAND - ENGINEERING DIVISION

SUMMARY OF PROPOSALS

Project: **N Mountain Ave Overlay, Ph I**
 Project No.: **2021-03**
 Date of Bid Opening: **September 23, 2025 - 2:00 p.m., Siskiyou Conference Room**
 No of Addendum: **1**

	1	2	3
Name of Bidder	Carter & Company, Inc. 4676 Commercial St. SE #203 Salem, OR 97302	Knife River Materials 3959 Hamrick Rd Central Point, OR 97502	Legacy Contracting, Inc. 41850 Kingston-Jordan Rd Stayton, OR 97383
Sum of Bid	\$3,593,271.50	\$3,916,797.00	\$4,232,528.50
Name of Bonding Co.	Liberty Mutual	Liberty Mutual	Fidelity & Deposit
Amount of Bid Bond	10%	10%	10%
Addendum Acknowledged	Yes	Yes	Yes



Council Business Meeting

Date: October 7, 2025

Agenda Item	Approval of Personal Services Contract for Construction Administration Services for the North Mountain Avenue Overlay, Phase I Project (PW 2021-03)
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

5 Minutes.

CATEGORY

Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY

Before the City Council, acting as the Local Contract Review Board, is a request to approve a personal services contract with DOWL, LLC, for construction administration of the North Mountain Avenue Overlay construction phase 1. The project was publicly bid as required by Ashland Municipal Code (AMC) and Oregon Revised Statutes (ORS) and the Council acting as Local Contract Review Board is to certify the correct procurement process was followed. The personal services contract is in an amount not to exceed \$492,206.40 (principal project tasks in the amount of \$468,456.40 and contingencies in the amount of \$23,750.00).

POLICIES, PLANS & GOALS SUPPORTED

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

Following the formal procurement process as outlined in AMC 2.50, a Qualifications Based Selection (QBS) Proposal for personal services for the North Mountain Avenue Overlay Project was advertised on the OregonBuys web-based eProcurement system on July 29, 2021, and advertised in the Daily Journal of Commerce, the Mail Tribune, and posted on the City's website. The formal solicitation process is required when services are expected to exceed \$250k.

The solicitation document was developed internally by staff and approved by the Legal Department prior to release. A qualifications selection process entails selecting a consultant solely on their qualifications to perform the proposals scope of work. Once a consultant is selected a final scope and associated fee is developed through a negotiation process. The solicitation defined the project to have three distinct personal service phases: 1) preliminary design and permitting, 2) final design and bidding assistance, and 3) construction administration services.

On September 2, 2021, the City of Ashland received one (1) proposal to provide professional services for the project. The proposals were scored in accordance with the criteria listed in the QBS Proposal document. Scoring was conducted individually and independently by each team member. The results of the scoring were:

CONSULTANT	TOTAL SCORE	AVERAGE SCORE	RANK
DOWL, LLC	371	92.75	1

SCORING CATEGORY	POSSIBLE POINTS
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Council Business Meeting

Project Approach	20
Project Experience	35
Project Team Experience	25
Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	20
Total Points	100

On March 1, 2022, Council approved a personal services contract for professional engineering and design services for the North Mountain Avenue Overlay Project with DOWL, LLC for \$945,493.81, which covered the preliminary and final engineering for the project. DOWL has since completed phase one and two, preliminary design and permitting, and final design and bidding services. Now staff is requesting approval of the third phase to cover the scope and fee for construction administration, reference attachment 1.

FISCAL IMPACTS

The 2025-26 & 2026-27 Street Division Biennium Budget (BN) includes funds for contracted services (capital improvement program) in the amount of \$5,000,000 for this project. This project coincides with the construction engineering services personal services contract with Carter & Company, Inc., for the N. Mountain Avenue Overlay, Phase I Project. There have been two change orders issued to date on the original personal contract amount of \$945,493.81 adjusting the overall contract amount to \$1,148,824.06. To date, \$970,927.19 has been expended for personal services work related to engineering of this project.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council has the option to approve this contract or refer staff back for a new request for proposals. Potential motions include:

1. I move to approve a contract for construction engineering services with DOWL for an amount not to exceed \$492,206.40 (principal project tasks in the amount of \$468,456.40 and contingencies in the amount of \$23,750.00)
2. Direct staff to reconsider a new solicitation for the construction engineering portion of the N. Mountain Avenue Overlay, Phase I Project.

REFERENCES & ATTACHMENTS

1. DOWL_N Mountain_CACEI_SOW_FINAL



August 8, 2025

Karl Johnson, E.I.T.
City of Ashland Engineering Department
20 East Main Street
Ashland, OR 97520

Subject: N. Mountain Avenue Overlay – I-5 to E. Main 2752.80159-01

Dear Karl:

DOWL proposes the following amended Statement of Work for the ADA curb ramps, street overlay, and partial reconstruction of N. Mountain Avenue – I-5 to East Main Street.

Scope of Work

Amendment 6 covers the final stages of the project, which is the Construction Contract Administration/Construction Engineering and Inspection (CA/CEI).

TASK CE-01 PROJECT MANAGEMENT

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant's team in conformance with the amendment requirements of the CA/CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

CE-1.1 Project Management and Coordination

Consultant shall:

- Provide leadership, direction, and control of these CA/CEI Services.
- Direct Consultant's team regarding overall CA/CEI activities and team meetings.
- Maintain liaison, communication, and coordination between Consultant's staff, City of Ashland (City) Staff, and Construction Contractor (CC) to facilitate timely and efficient operations for all involved.

Deliverables:

- Ongoing coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task)

CE-1.2 Status Reports and Invoices

Consultant shall prepare 9 monthly Status Reports throughout the duration of the CA/CEI Services.

The Monthly Status Report must:

- Describe the previous month's Consultant activities.
- Describe the planned activities for the following month.
- Identify any issues or concerns that may affect the CA/CEI Services and budget, or the Project schedule and Project budget.

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to the City with the monthly Consultant invoice.

Assumptions

Construction is anticipated to begin November 2025 with an overall duration of 7 months.

Deliverables

- Monthly Status Report - Submit to the City with the monthly invoice no later than the 15th calendar day of the month following the reporting month

TASK CE-02 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)

Consultant shall support the Project's needs by providing CA/CEI Services required for the City to certify that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as needed to provide the engineering services required to administer design changes which may become necessary during the construction phase of the work.

CE-2.1 Project Progress Meetings

Consultant shall:

- Conduct the Pre-Construction Conference with the City of Ashland staff and the CC.
- Conduct periodic Project Progress Meetings with the CC and the City as needed. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships, and timely issue resolution.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 4 Consultant staff attending and 30 meetings are assumed, including any activity specific meetings.

CE-2.2 Construction Contract Administration

Consultant shall provide day-to-day administration of the construction contract. Consultant shall complete contract administration tasks as outlined in the ODOT Construction Manual, the Local Public Agency Quality Assurance Program, the Nonfield-Tested Materials Accepted Guide, the ODOT Inspector's Manual, the QCCS Handbook, the Qualified Products List ("QPL"), the Contract Plans and Specifications, and this amendment.

In addition to any other requirements identified in the reference standards identified above, Consultant shall:

- Issue First Notification when on-site construction work begins.
- Monitor overall budget and costs included in the Project Construction Authorization.
- Review Contractor's Request for Subcontract Consent.
- Prepare, submit, and coordinate processing of CCO and EWO.
- Prepare, track, and submit to City billings from CC.

Deliverables

- First Notification, Second Notification (substantial completion), Third Notification (warranty), and Final Acceptance
- Approved Subcontracts
- Draft CCO and EWO documents with supporting documents (cost estimate and justification)

CE-2.3 Monthly Preliminary Progress Estimates

Consultant shall:

- Prepare the monthly preliminary progress estimate for CC's work performed through the 25th day of each month.
- Submit the preliminary progress estimate or "no work" confirmation to the LAPM no later than the First Work Day of each month.

Deliverables

- Monthly Preliminary Progress Estimate

CE-2.4 Working Drawings, Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications, and the ODOT Construction Manual, Chapter 16 – Working Drawings. Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain the as-submitted copies in the Project files.
- Conduct review and prepare mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either Accepted, Accepted with Comments, or Returned for Corrections. Unstamped Drawings shall be marked as Approved, Approved as Noted, or Returned for Corrections.
- Include construction contract number on all shop drawings.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Standard Specifications Section 00150.35:

- Traffic Control Plan
- Erosion Control Plan
- Pollution Control Plan
- Construction Schedules (baseline and monthly updates)
- Concrete Mix Design(s)
- Up to 40 others as required by construction contract specifications
- Review of up to 10 resubmittals

Deliverables:

- Approved shop drawings with comments returned electronically

CE-2.5 Consultation during Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (RFIs). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project. Consultant shall engage the services of the POR on all matters involving design changes.

Deliverables:

- Written documentation of responses to CC or City inquiries submitted within 3 business days of inquiry unless other delivery date is agreed to by the City

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 10 RFIs, each requiring up to 4 hours of staff time for preparation and documentation of the response. Task also assumes up to 25 hours of general coordination and consultation during construction.

CE-2.6 Design Modifications [CONTINGENCY TASK]

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with the City and POR prior to verbally agreeing on changes with CC or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request by the City, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order documents (CCO, EWO) to make them a part of the construction contract.

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to the City at date agreed to when work was requested

CE-2.7 Claim(s) Support [CONTINGENCY TASK]

If authorized by the City, Consultant shall provide support to the City to review and respond to all claims submitted by the CC as specified in the Oregon Standard Specifications Section 00199 – Disagreements, Protests and Claims. Consultant tasks for claim(s) support may include but are not limited to:

- Preparing memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims.
- Providing consultation related to claims (in person, via telephone, or email).
- Attending claim resolution meetings.
- Preparing a claim decision in conformance with the requirements of Standard Specifications Section 00199.40(b).

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 48 hours for claim(s) support. Assume up to 1 claim, each requiring 2 staff to do 1 day of preparation and attend up to 1 all-day meeting for each claim plus Principal and PM reviews and clerical assistance.

Deliverables:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims
- Claim decision that satisfies Standard Specifications Section 00199.40(b)

TASK CE-03 CONSTRUCTION ACTIVITY MONITORING

CE-3.1 Construction Activity Monitoring

Consultant shall:

- Provide full-time inspection services to monitor construction activities during construction of the Project using ODOT-certified Inspectors and require compliance with the construction contract documents.
- Provide inspection concurrently with the CC's operation.
- Work closely with CC to ensure on-site inspections are coordinated with the construction schedule.
- Prepare General Daily Progress Reports of construction for days Consultant is on site.
- Take photos of the various construction activities.

During site visits, Consultant shall also visually assess all erosion control devices and verify all work is compliant with the issued regulatory permits and the special provisions. If deficiencies are noted, Consultant's inspector shall immediately bring the deficiency to the attention of the CC and the City and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

This Task will also include ADA Ramp Inspections for compliance in general accordance with Contract documents and ODOT procedures.

Deliverables:

- General Daily Progress Reports – Completed each day Consultant is on-site and made available for review at Consultant's field office or home office. Originals submitted to The City with final Project documentation submittal per Task 5.4.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes full time (40 hours/week) inspection during the CC's activities for 30 weeks for 1 inspector.

CE-3.2 Quality Control Monitoring (Non-Field Tested & Field-Tested Materials)

Consultant shall:

- Document the work and nonfield-tested materials incorporated into the Project.
- Monitor the CC's Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents.

- Monitor the CC's QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Local Agency's Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation and be certified by the Agency's Technician Certification Program for the specific tests being monitored.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (CAgT)
- Certified Embankment and Base Technician (CEBT)
- Certified Density Technician (CDT)
- Certified Asphalt Technician I (CAT-I)
- Certified Asphalt Technician II (CAT-II)
- Certified Mix Design Technician (CMDT)
- Quality Control Technician (QCT)
- Concrete Control Technician (CCT)
- Concrete Strength Testing Technician (CSTT)

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished, inspected by DOWL staff, and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with the Construction Contract requirements.
- Identify and monitor CC's quality control technicians, confirm proper and current certification(s), and ensure that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications, or if proper testing frequencies and procedures are not being followed.

Deliverables:

- Non-field and field-tested reports and certifications

TASK CE-04 CONSTRUCTION SURVEYING

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

ORS Chapter 92 - Subdivisions and Partitions
ORS Chapter 93 - Conveyancing and Recording
ORS Chapter 209 - County Surveyors

ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors (available on line at: <http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>) to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

CE-4.1 Coordination, Calculation and Quality Assurance (QA) of Construction Contractor's Survey Work

Consultant shall:

- Coordinate with City and CC as needed to verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications, and applicable laws.
- Attend and participate in a pre-survey meeting with the CC, City, and others as appropriate. Consultant shall coordinate with CC and City to determine participants and to schedule the pre-survey meetings at an agreed-upon time no later than 2 weeks prior to beginning construction. Prepare and distribute the meeting agenda to City and other participants at least 4 business days prior to meeting. Prepare and distribute the meeting minutes to City and other participants within 1 week of meeting.
- Perform QA review of CC's survey data including, but not limited to, office calculations and stake-out information. Provide memo indicating dates and times grade calculation checks were performed, and the results of the calculation checks. Include copy of notification to CC on items not in compliance from calculation checks and when and/or what corrections were made.
- Perform QA review of CC's field survey work. Provide memo indicating dates and times grade calculation checks were performed, and the results of the calculation checks. Include copy of notification to CC on items not in compliance from calculation checks and when and/or what corrections were made.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 6 site visits by a one-man survey crew for QA surveying.

Deliverables:

- Memo summarizing field checks 48 hours after field visit

CE-4.2 Locate, Recover & Reference Monuments

Consultant shall recover and reference monuments (as indicated below) in the location of the ROW identified in the control, recovery, and retracement survey. Consultant shall document in field notes the monuments either found or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field that:

- All monuments were recovered (including date),

- All monuments exist per the control, recovery, and retracement survey, or
- All monuments are within the new ROW and do not need to be reset.

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on Consultant surveyor's professional judgment.

Consultant shall:

- Recover monuments shown on the control, recovery, and retracement survey to confirm they either still exist or were destroyed during construction.
- Note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate.

Deliverables:

- ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting Monumentation surveying - Submit within 2 weeks after recording of the survey filing map (SFM) with the appropriate County Surveyor's office
- Original field notes and 1 electronic .pdf copy - Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

CE-4.3 Right of Way Monumentation

Consultant shall:

- Reset any monuments that have been disturbed by the construction activities of this project.
- Set control and/or ROW monuments within 45 days of the completion of construction.

Deliverables

- AutoCad Civil 3D file displaying the control and/or monuments – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Final report of monument station and offset relationship to the alignment(s) – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Original field notes and 1 copy in .pdf format – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office
- Final ASCII file of all control and monument points set – Submit within 2 weeks after recording of the SFM with the appropriate County Surveyor's office

CE-4.4 Monumentation Survey Filing Map (SFM)

Consultant shall:

Create SFM in accordance with Agency Survey Filing Map Standards, County, and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the [ODOT Construction Survey Manual for Contractors](http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx), available online at: <http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>.

- Submit the survey to Jackson County for filing on archival Mylar or acceptable media per county requirements.

Deliverables

- SFM - File at the appropriate County Surveyor's office within 45 days of setting monuments.
- Submit the deliverables below to the City:
 - Final recorded SFM and narrative regarding methodologies used – Submit within 2 weeks of recording of the SFM with the appropriate County Surveyor's office.

TASK CE-05 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project acceptance.

CE-5.1 Final Inspection(s)

Consultant shall attend a Project Final Inspection with CC and the City within 15 days of receiving notice from the CC that all punch list items, final trimming, and cleanup according to Section 00140.90 have been completed. If any additional construction items are identified, Consultant shall provide a punch list of items requiring correction by the CC. Upon completion of the punch-list items, Consultant shall meet with the City at Project site for a follow-up to the Final Inspection, if necessary.

Deliverables:

- Comments for Project punch list to CC and the City 5 business days following final walk-through

CE-5.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with the City standards.

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to the City.
- The submittal and distribution requirements are specified in the "Deliverables" section of this task.

Deliverables:

Provide the City with PDF As-Built submittals, which shall be 11 x 17 in size.

- For Review:
 - Submit As-Built in PDF format
- Upon Approval:
 - Provide full set As-Built in PDF, formatted as Highest Quality Print
 - Provide the As-Built with all external reference files and post construction survey in CAD format

CE-5.3 Submittal of Final Project Documents

Consultant shall organize and submit the final Project documentation that was inspected by the Consultant

Deliverables:

- All construction documents and general daily progress reports – Original documents must be submitted to Local Agency within 90 calendar days of Final Project Acceptance

Estimated Fee

Estimated engineering hours for this work are detailed in the attached spreadsheet. Labor rates are based on DOWL's 2025 billing rates table. We propose to complete the base services outlined in our scope of work on a time-and-material basis for an estimated fee not to exceed (NTE) \$468,456.40 with contingency tasks totaling \$23,750.00 to be completed only as authorized by the City of Ashland. The approved fee will not be exceeded without prior written authorization from the City of Ashland. Any changes to the scope of work, whether requested by the City of Ashland or due to other circumstances, will be documented in writing and promptly communicated to the City of Ashland.

We trust this proposal provides you with the information required for the N Mountain Avenue Overlay project and hope it meets with your approval. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Hawkins'.

Mike Hawkins, PE
Construction Project Manager



Council Business Meeting

Date: October 7, 2025

Agenda Item	Annual Climate and Energy Action Plan Report & Conservation Incentives Adoption
Department	Electric
From	Chad Woodward, Climate and Energy Analyst

TIME ESTIMATE

15 minutes

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Presentation of the annual Climate and Energy Action Plan report; recommendation on how to use existing funds to expand the City of Ashland's climate and energy incentive offerings.

POLICIES, PLANS & GOALS SUPPORTED

Climate Energy Action Plan Goals:

Overall Goal 1A: Reduce Community Greenhouse Gas (GHG) Emissions.

BE Goal 1. Reduce GHG emissions associated with Ashland's building energy use.

BE Goal 2. Increase energy and water efficiency in City and private buildings.

ULT Goal 1. Reduce transportation GHG emissions.

ULT Goal 3. Improve vehicle efficiency and expand low-carbon transport, including within the City's fleet.

CM Goal 1. Reduce solid waste and wastewater greenhouse gas emissions.

CM Goal 2. Increase waste diversion through waste prevention, recycling, and composting.

CM Goal 3. Reduce consumption of climate intensive food, products, and services.

BACKGROUND AND ADDITIONAL INFORMATION

2025 Climate and Energy Action Plan Report

The City of Ashland adopted the Climate and Energy Action Plan in 2017. The plan's overarching goals and targets focus on addressing climate change risks by reducing Ashland's emissions of climate pollution and preparing the city for unavoidable impacts. Each year, the city staff provide an annual report on Climate and Energy Action Plan (CEPA) progress.

Staff undertook a review of the CEAP goals to report progress in calendar year 2024. However, the review ran into issues with underlying metrics in helping measure and achieve CEAP goals. Therefore, the review turned into an attempt to find better mechanisms to help measure our progress and focus our work. This report was initially presented to CEPAC earlier in the year, but there was a desire to refine the transportation metric further. Staff spent more time refining the newly created metric and presented the results to the Climate and Energy Policy Advisory Committee (CEPAC) on May 8, 2025. CEPAC unanimously endorsed moving the plan to council with the following observation:

"The key performance indicators [from the CEAP report] will be considered in conjunction with future plans for improved transportation and city planning enhancing the safety associated with the use of bicycle and pedestrian pathways."

Conservation Incentives Proposal

City Council allocated additional funds during the previous biennium for conservation to spend on climate and energy work. A presentation on how to use those funds occurred at the December 3, 2024, Council meeting. During that meeting, not all funds were allocated and council directed staff to work with the Climate and Energy





Council Business Meeting

Policy Advisory Committee (CEPAC) to determine how to best use the remaining funds. Staff met with CEPAC members and a non-profit numerous times to generate information and present these findings to CEPAC. This presentation occurred on June 12, 2025, at the CEPAC meeting. Major concerns that are intended to be addressed with the proposal include the cost efficiency of carbon reduction and equitable access to incentives. CEPAC discussed the findings and, by a 7-1 vote, endorsed sending the following proposal forward to City Council for consideration:

1. Increase our self-funded residential incentives (fuel switching) to match the increased BPA incentive amounts:
 - a. Forced Air Heat Pumps = \$1500 (+ \$600)
 - b. Mini Split Heat Pumps = \$900* (+ \$400)
 - c. Heat Pump Water Heaters = \$1400 (+ \$800)
2. Income Qualified 2x multiplier for the above three heat pump incentives and Electric Vehicles
 - a. 200% of Federal Poverty Limit
 - b. EV = \$2000 with 2x
3. New Electric Ready Incentive
 - a. \$600 for a circuit upgrade (available if a new panel isn't needed)
 - b. \$1000 for a new panel upgrade (cannot be combined with circuit upgrade)
 - c. Incentive can cover up to 50% of the cost.
 - d. Income qualified = incentive can cover up to 100% of the cost
4. No existing incentives are modified or eliminated.

FISCAL IMPACTS

Annual Climate and Energy Action Plan Report: Not applicable.

Conservation Incentives Proposal: These incentives are using new funding allocations available for the short term (current budget cycle). There is no unexpected fiscal impact unless demand outpaces our total city conservation budget allocation over the current biennium. If this were to happen, Council could consider additional funding in lieu of suspending incentives.

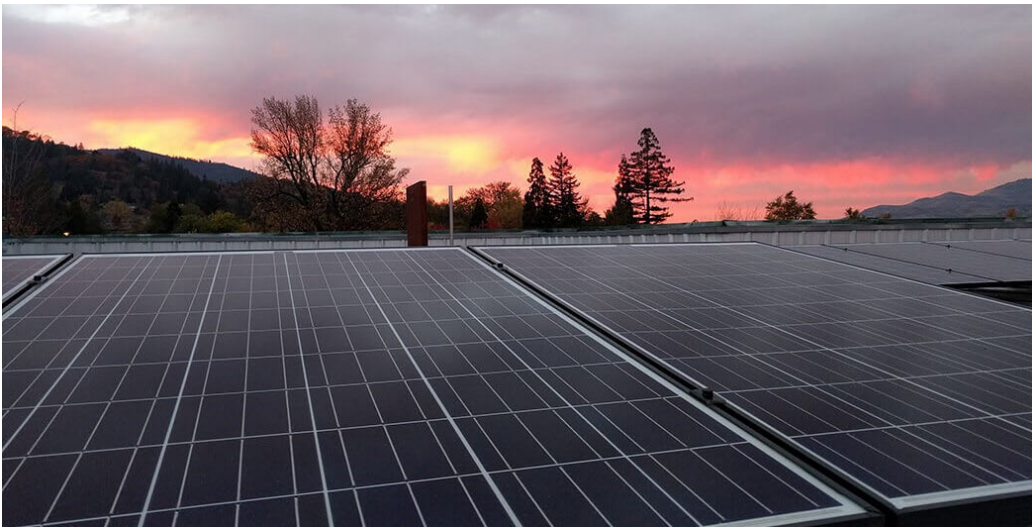
Projections were run using the same total annual incentive allocations (at a higher rate), an increase of 25% uptake, and an increase of 50% uptake. All three scenarios can be accommodated by the conservation budget if previous years' unspent line items remain consistent. In addition, should the USDA RESP loan come to fruition before the next budget, then the new incentives will fit nicely into this allocation moving forward. In the worst-case scenario, we run out of funding, and we would need to either find additional funding or suspend incentives until the following budget cycle.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the conservation incentives as presented to Council.

REFERENCES & ATTACHMENTS

1. Final 2025 CEAP Report
2. 2025 Conservation Incentives CEPAC Presentation
3. City Council Testimony 10.7.25_CEPAC



Climate & Energy Action Plan (CEAP) Report 2025

ABSTRACT

Ashland's Climate and Energy Action Plan (CEAP) provides a strong foundation for greenhouse gas (GHG) reduction and climate resilience work. While the CEAP's core strategies and actions remain relevant, the use of certain protocols and metrics impede pragmatic action. This report identifies areas for refinement to better align principles with our practice. Additionally, it reports on our status and provides a path forward for locally achievable and measurable progress in reducing emissions.

Chad Woodward

Climate & Energy Analyst
Conservation Division
Electric Department
City of Ashland



Executive Summary

We have a good plan in the CEAP. However, it is not perfect and needs to be reviewed and reimagined as we work towards the goal of reducing GHG emissions as close to zero as possible. Previous CEAP reports align with what is presented below, but this report provides a reevaluation of underlying assumptions and reassess indicators. The goal of this report is to redirect the CEAP to better reflect ongoing efforts and provide rationales for this work. The vast majority of the CEAP is still relevant, including all 26 strategies and 65 priority actions. However, it does not always allow for locally achievable and measurable goals and a few changes can make this more accessible.

These changes include:

- Discarding the annual 8% average GHG reduction goal for the Ashland Community (but not the overarching goal of reducing GHG's citywide).
- Removing consumption emission targets from the local inventory.
- Changing the electricity emissions factor to represent local usage due to the unique nature of Ashland's electric supply.
- Move to a new metric for measuring transportation emissions reductions that can be locally measurable on an annual basis.
- Add small engines emissions as a new secondary focus area.

Making these changes helps filter our focus into 3 primary focus areas and 4 secondary focus areas, which closely resemble the sector-based emissions on page 21 of the CEAP.

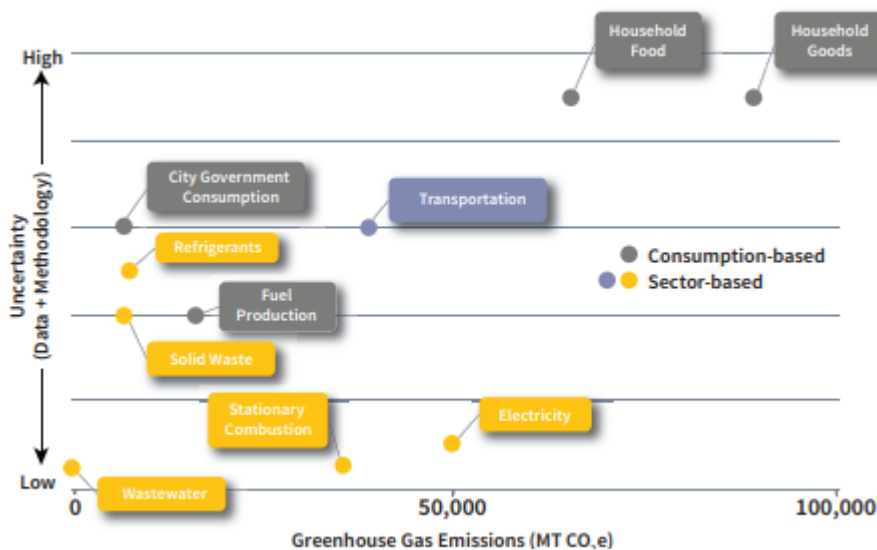


Figure 1 CEAP - Sector & Consumption emissions

Primary Focus Areas:

- The three primary focus areas allow for the greatest local impact. These include Natural Gas, Transportation and Electricity. They also have or could have locally measurable metrics against which to benchmark progress.
- They are the only areas which will be measured in an inventory manner at this point and align with where most city programs are focused.
- Of the three primary areas of focus, Natural Gas and Transportation Emissions reflect our greatest areas to reduce GHG emissions. These decarbonization efforts both have pathways forward, which are becoming more cost competitive every year.

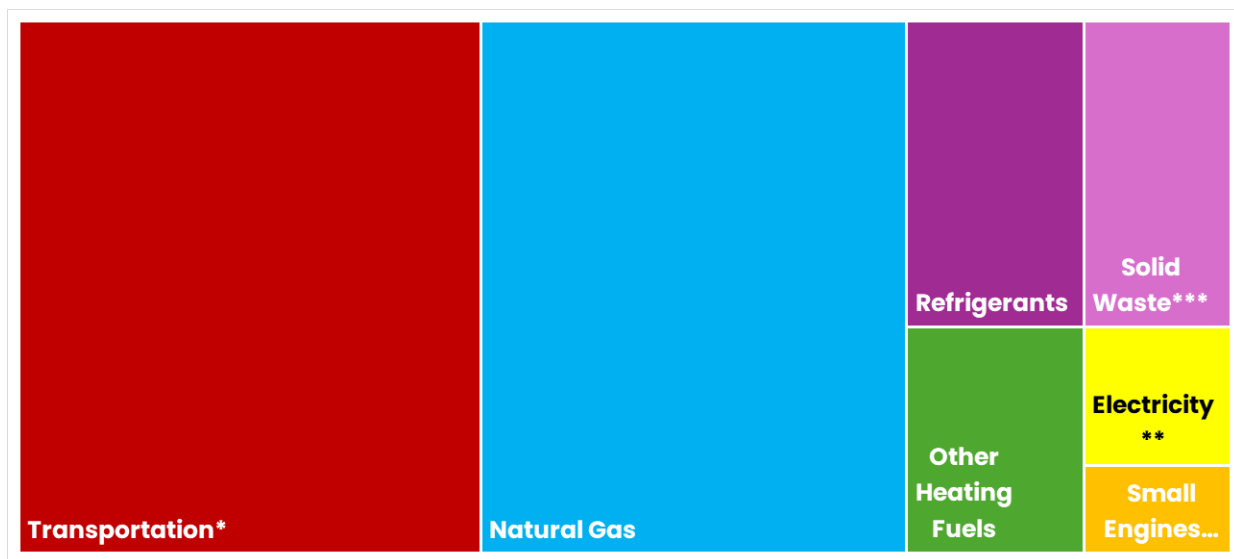


Figure 2: Primary & Secondary Focus Areas for GHG reductions. Area represents relative emissions quantity. See page 14 for * ** *** definitions.

Other Focus Areas:

- The secondary focus areas include waste, refrigerants, other heating fuels (primarily heating oil and propane), and small engines.
- These secondary focus area emissions can be worked on locally, but most are not readily measured and do not lend themselves to an annual inventory (waste being the area most likely to be included in the measured inventory next due to the likelihood of locally measurable data – more work must be done on this front).
- The tertiary focus areas, including air transportation and residential food and goods, are difficult to both measure and impact locally. They rely on

extrapolated data and are difficult to impact through city actions because they are largely personal choices and rely on upstream decisions.

- Outreach and education are useful tools for all focus areas and are the only practical tools for some areas, making it integral to all activities.
- City as a leader:
 - As noted above, this report focuses on the community measures because they are a much bigger portion of the citywide emissions pie.
 - A deeper dive into city data in a future update is planned.

Current Status:

- Natural Gas Emissions are possibly going up, but our most recent information is from 2020. Obtaining this information is critical to understand our progress in reducing GHG's. We have successful fuel switching incentives that align well with federal incentives. Additionally, we have a unique loan program that will be launched in 2025 that should greatly help on this front as existing homes and businesses are the major source of natural gas emissions.
- There is progress being made on the transportation front, with Ashland being home to many early adopters of electric vehicles, and this trend should continue to accelerate.
- Electric emissions and consumption are trending downward, while local renewable energy production keeps making gains every year.

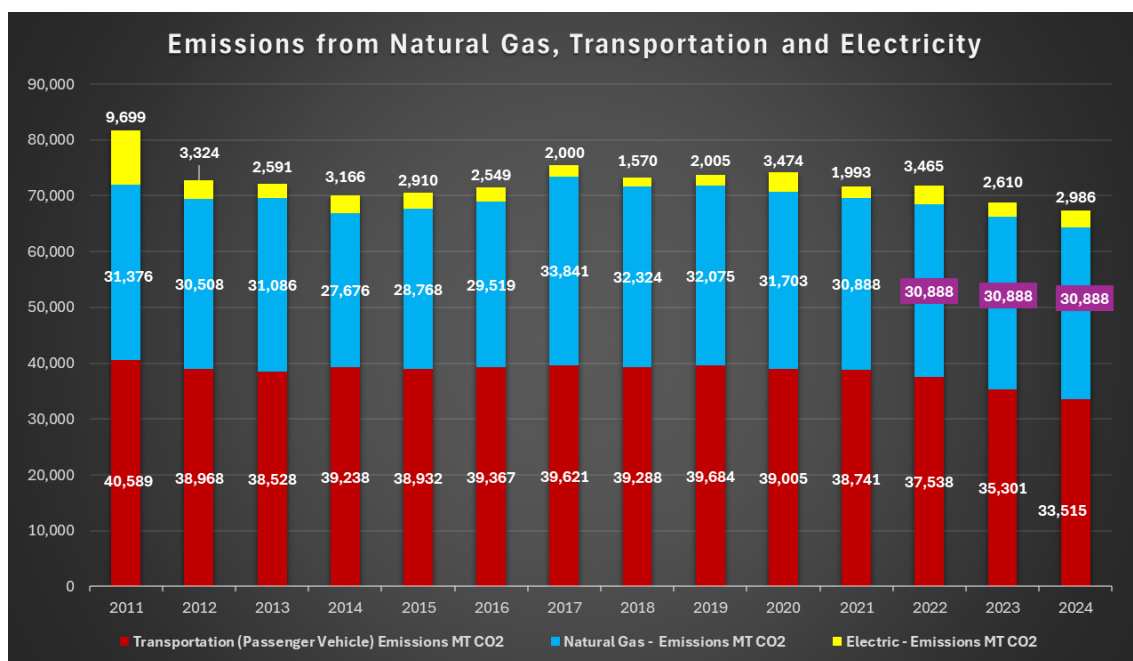


Figure 3: Primary Focus Areas emissions from the last 13 years. Note the last three years for natural gas represent the average over the previous 9 years.

Next Steps

We know what we must do right now, reduce our fossil fuel emissions as quickly as possible and replace that energy with carbon-free energy. The good news is these are the areas that we are focusing on. There is a path to decarbonize our homes and businesses and there is a positive trend in decarbonizing our transportation.

This report contains some benchmarks and projections that seem attainable. We need to work on the programs that we have, expand when we can and ensure that our work continues. We must reassess our plan and progress to account for new ideas, information and technology. If we hope to reach our goals faster or expand our work, it will require more resources.

We are making progress, yet we have much to do.

Introduction

Ashland's Climate and Energy Action Plan (CEAP) is the foundational document for our climate work and has two main goals: reducing greenhouse gases (GHGs) and creating resilience to climate impacts. This report will focus on the former – how we should reduce our GHG emissions.¹ This document is part CEAP analysis, part update on CEAP progress, part implementation plan, and part climate action budgeting tool.

The CEAP's GHG inventory is very comprehensive. Probably to be much to use for setting actionable and attainable goals. This report will try to make the Community portion of the CEAP GHG inventory more accessible and create better alignment with how other communities are now focusing their efforts. More important, it will help focus on what is attainable for Ashland. The good news is that our current ongoing work aligns very well with this analysis of the CEAP.

How is Ashland doing in reaching its climate goals?

A recurring experience in the world of climate work is the existence of seemingly opposite statements that are both true. Working in this paradoxical field requires objective analysis of the situation to assess, plan and implement projects.

Our first paradox pits what Ashland is doing versus what citizens think it should be doing. Ashland is viewed as a leader in climate and energy conservation work. It has one of the longest running solar energy and energy efficiency programs, active fuel switching incentives, a generous e-bike incentive program, and the highest paying electric vehicle incentive in the state. When accounting for the size of our city and number of staff it is truly remarkable what we are accomplishing!

On the other hand, there are concerns that we are not doing enough and that we are falling behind in meeting our Climate and Energy Action Plan (CEAP) goals. These concerns are also likely valid, at least in some key areas. Both foregoing statements

¹ The City of Ashland Fire Department has done a tremendous amount of work on climate resilience and preparedness in our fire prone region. In addition, we have a water conservation program that has helped numerous residents increase their efficient use of water and proper disposal of contaminants. Both programs are easily found at our website – www.ashlandoregon.gov.

are likely true, so how do we reconcile this? A good place to start is a better understanding of our situation, and to do so requires a review of the CEAP.

The CEAP

Choices

Can we measure our progress to determine if Ashland is genuinely on track to meet its goals? An initial observation is that in the CEAP, many of the graphs have combined information for simplicity's sake. However, when you consolidate information, you are making choices in what data to combine. Due to this

combination of data, figure 3 does not lend itself to measure our progress, and we must step back and look at the background data.

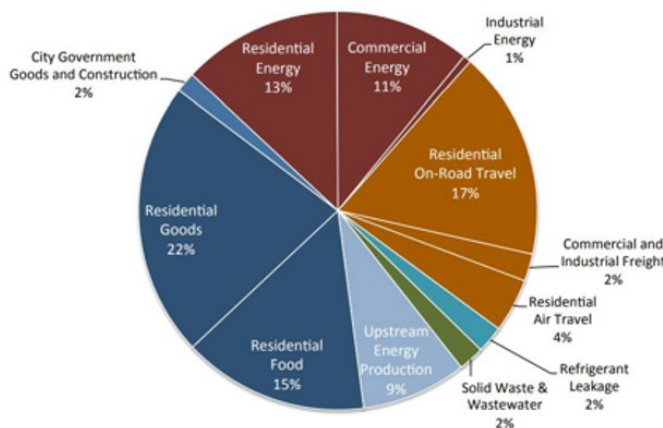


Figure 3: CEAP GHG Inventory.

The 2015 greenhouse gas (GHG) inventory used in the CEAP on pages 8 and 20 is the starting point for measuring our climate progress (8% reductions per year). The pie chart in figure 3 is the grouping of 55 different inventory measurements.² Many of which are done using extrapolated national data.

The energy slices of pie combine both electric usage and stationary combustion (natural gas, propane and fuel oil). In other words, combining fossil fuel energy and mostly low emission electricity (more on this later).

Fortunately, the original data is available to better understand how each piece of the pie chart was created. This allows for the reconstruction of a pie chart to help direct our work.³ We can use the underlying data to make sensible changes where needed. Additionally, the data contains other information such as what “scope” the emissions

²<https://ashlandor.opengov.com/data/#/27434/query=076C90BDE0EC16B9DB3C85C8644D41F1&embed=n>

³<https://ashlandor.opengov.com/data/#/27434/query=A503AC86D9FE446A366DDC001771C40E&embed=n>

are. Scope matters in that it helps you understand what portions of your GHG inventory you impact can most.⁴

The CEAP strategies and actions are sound and most of the document remains sound. After analyzing the data, we need to adjust our metrics to help us track our local emissions and make progress.

Areas to improve.

8%/year

After carefully reading through the CEAP and its appendices it became clear that the goal for the Ashland Community to reduce community greenhouse gas emissions by 8% on average every year to 2050 is impossible as presented. This is largely due to emissions and strategies discussed below that we have little control over. If we were to maintain the 8% then it should only be for those emissions that we can locally impact, regularly measure and track progress against. However, ***it would be better to focus on different benchmarks than the 8% reduction but will still help us reach our goal of reducing our emissions*** to as close to zero as possible as soon as possible.

Additionally, we must acknowledge that we should not expect 8% on average every year until 2050 as it takes time for new technology to become widely implemented. Our task is like pushing an object. We begin to push and create momentum towards the goal, and, over time, we will move more quickly towards our goal. An example of what progress will look like is the transportation graphs below which demonstrate accelerated progress as we move forward.

Consumption Based Emissions

The blue sections of the pie chart in figure 3 above labeled 'Residential Foods' and 'Residential Goods' represent emissions associated with the manufacture and transport of items that almost entirely come from outside Ashland. Similarly, the

⁴<https://www.epa.gov/climateleadership/scopes-1-2-and-3-emissions-inventorying-and-guidance> Generally speaking, Scope 1 emissions occur locally and are most easily impacted by local decisions (burning natural gas or fueling your car), Scope 2 occur offsite but can be impacted by decisions (utility electric purchases), while Scope 3 emissions are largely outside of local control and difficult to measure locally (the emissions it took to manufacture and deliver your refrigerator).

‘Upstream Energy Production’ is related to the extraction and production of fuel products. Together these represent around 47% of the pie chart that we have limited ability to directly influence local city actions and an inability to measure change at the local level. Again, the CEAP strategies and actions on these areas are sound and should be pursued, however, to try and measure local GHG reductions on these would be difficult at best. **Consumption emissions should be omitted when trying to measure progress locally.**

Electricity Emissions Factor

The CEAP
chose to use
carbon
intensity of
the Northwest
Power Pool
(NWPP)

because the

GHG inventory protocols require our electricity be reported this way unless we also purchase the separately sold environmental benefits of the energy. Therefore, in the CEAP our electric emissions are calculated at 0.288 Metric Tons of co2e (Carbon Dioxide Equivalent)/MWh, compared to the emissions of the energy used by the electricity of 0.018 MT co2e/MWh (16 times cleaner if measured this way).⁵

The authors of the GHG inventory (Appendix D of the CEAP) recognized this paradox of buying clean energy and not getting to claim the benefits and advised “...it is not recommended that Ashland continue to conduct this inventory in the future.”⁶

This leads to another change from how the CEAP is written now to what should be included. The GHG inventory states this succinctly, while discussing electric supply. The report states that:

*Focusing on supply is not as appropriate or useful for small, publicly owned utilities served by BPA. For these utilities, it could be argued that the **focus***

Figure A3: Comparison of Utility-Specific and Regional Grid emissions factors.

Type of Emissions Factors (MT CO2e / MWh)	2011	2012	2013	2014	2015
Ashland Utility	0.080	0.039	0.044	0.039	0.039*
Regional Grid (NWPP)	0.373	0.304	0.304*	0.304*	0.304*
NWPP Grid (REC adjusted)	0.355	0.288	0.288*	0.288*	0.288*

*Indicates previous year's factor used as proxy. Most recent EPA eGRID factor for NWPP is 2012.

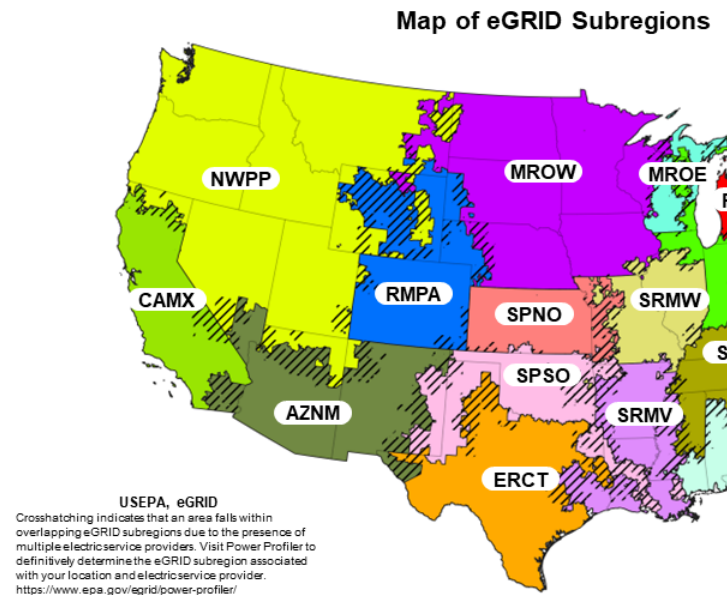
Likewise 2015 data from BPA for Ashland's inventory is not available.

⁵ <https://ashlandoregon.gov/DocumentCenter/View/1733/CEAP-With-Appendices-> at 400/32. The 0.018 Emissions Factor is the average for the past 14 years.

⁶ <https://ashlandoregon.gov/DocumentCenter/View/1733/CEAP-With-Appendices-> at 401/33.

should be on energy efficiency and conservation, and cost effective, local renewable generation. In other words – efforts to reduce peak and overall demand by Ashland for grid generated electricity. By reducing demand for grid power, low-carbon BPA electricity can be redirected back to the regional grid to reduce the need for generation from fossil fuels; thereby lowering emissions from the regional electricity grid.⁷ (emphasis added)

The GHG inventory recommends not tracking this data, because it leads to either an unlikely scenario or an impossible task. Using the NWPP carbon intensity to calculate electric emissions, as done in the CEAP, requires that the entire NWPP region is also reducing its emissions on the same timeline as Ashland. If the rest of the NWPP region lags in reducing carbon intensity of the grid, then so does Ashland's progress. Even if our city of 20,000 had zero electric emissions, it would not offset the entire region's emissions, thus making the NWPP emissions an impractical metric.



The Oregon Department of Environmental Quality's (DEQ) Clean Fuels Program calculates Ashland's electric carbon intensity with a much lower number than the NWPP number and was used in the comparison above.⁸ Changing how we measure our electricity GHG emissions greatly reduces the emissions associated with electricity and the areas that we should focus our efforts on. Therefore, **for the purposes of tracking electric consumption we should use the emissions factor calculated by DEQ, which represents the emissions of the electricity purchased.**

While tracking electric energy usage may not show much change in emissions there is value in watching local usage and comparing it to local production. We will want to observe how much our electric consumption goes up as electrification of buildings and transportation increases. Also, it will be beneficial to know how much

⁷ <https://ashlandoregon.gov/DocumentCenter/View/1733/CEAP-With-Appendices-> at 401/33.

⁸ <https://www.oregon.gov/deq/ghgp/Documents/cfpElectricCIV2023.pdf>

energy consumption we are offsetting with local production. Finally, we need to make it easy and affordable to electrify your home.

Separating Energy Types

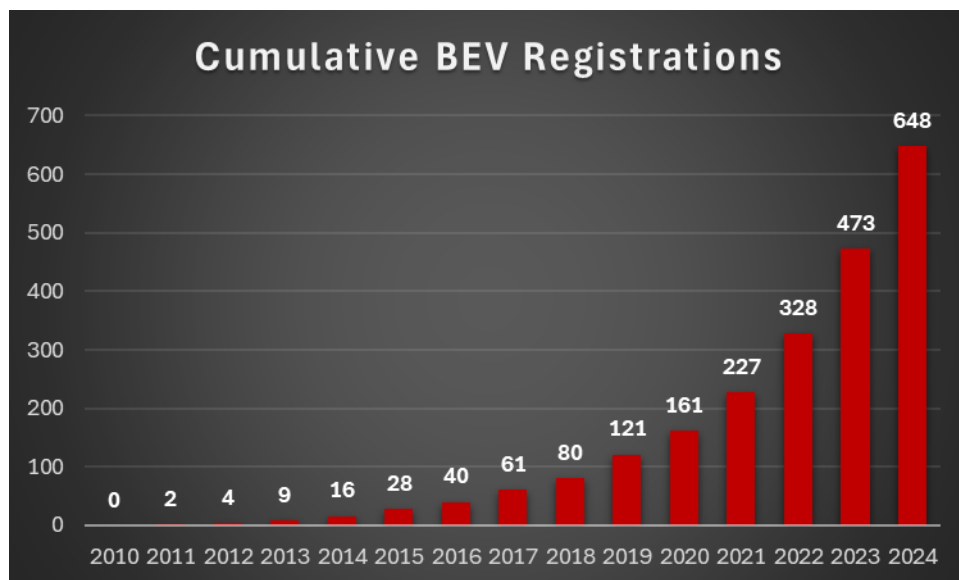
Energy consumption in the CEAP pie chart combines both stationary combustion fuels (natural gas, propane and fuel oil) along with electricity. These are different sources of energy and should be tracked separately. Furthermore, natural gas represents the primary stationary combustion fuel (over 91 %) in our GHG inventory and is also a measurable (or should be measurable) emissions source.⁹ The usage of propane and fuel oil is limited in scope and is on its way to obsolescence in most applications and are targeted by the same climate actions as natural gas. Therefore, natural gas should be a primary focus of measuring emissions and tracking progress for stationary combustion fuels and electricity will be the tracked separately.

Transportation

Finally, the last major change identified is transportation emissions. My review identified the need to change how we track these emissions so that we can locally track our reductions and create benchmarks to track progress towards our goals.

In the CEAP, Transportation GHG numbers are based on total vehicle miles traveled (VMTs) in Ashland using a regional model. This data is problematic in a couple of ways. First, the data included several different travel patterns beyond Ashland residents travel patterns, which makes measuring local impacts difficult. Second, the **CEAP methodology did not account for emissions reductions by using a plug-in hybrid electric vehicle (PHEV) or battery electric vehicle (BEV)**. The adoption of zero and low emission vehicles is where we can make the most emission reduction changes. Previous CEAP reports and the GHG inventory acknowledge that emission reductions from PHEV and BEV would provide a more complete picture.

⁹ Until 2020 Avista, our local franchise provider of natural gas, was providing both total therms consumed in the city and the number of meters. This was further broken down by residential and commercial uses. Avista, has never been explicitly obligated to share this information, and has chosen to not share this information any longer, even with repeated requests for this data which is critical in measuring our climate progress.



Shifting to a newer data set that can parse out travel by those within a district boundary solves the first problem above. Using this data would allow for a baseline for local passenger vehicle emissions. From

this, we can utilize PHEV and BEV registration data to calculate emissions reductions. This would allow for local measurement of emissions reductions based on the use of PHEVs and BEVs. VMT data is still useful by itself and reducing our VMT's is still a legitimate stand-alone goal, however we can measure progress now in the area where the greatest emission reductions can be made.¹⁰

How Do We Focus on Our Climate Work

Making the above changes will help to create clearer data to use for stationary combustion of fossil fuel, transportation emissions reductions and electric generation and readiness. A major focus on our climate work is decarbonization as carbon-based pollution is the primary driver of climate change. As such, focusing on the combustion of fossil fuels in both stationary combustion and transportation settings is the clear focus. These two areas we can impact and measure locally and we should be putting a proportionate amount of time, money and effort into getting as close to zero as possible on these two fronts. We should also consider and focus on other areas when we have either a quick and measurable impact, or opportunity warrants our focus.

¹⁰ <https://www.transportation.gov/sites/dot.gov/files/2024-01/CuttingCarbonOregonDOT.pdf>

Primary Focus

This leaves us with three areas to primarily focus on –natural gas emissions, transportation emissions and electric emissions. These areas demonstrate where progress can be made and measured in reducing emissions, increasing conservation, increasing local clean energy,

reducing costs and decarbonizing our energy source. **Natural gas and transportation represent our greatest areas to reduce GHG emissions through decarbonization.** Additionally, conserving local electricity, increasing local production, and ensuring the readiness of our electric system will be essential as demand increases.

1	Natural Gas
2	Transportation*
3	Electricity**

Secondary Focus

4	Solid Waste***
5	Refrigerants
6	Other Heating Fuels
7	Small Engines****

There are areas of secondary focus that are not included in the emission reductions calculations at this point. They are important to work on, however there are difficulties or limiting factors with each of these that demote them to the secondary focus status. This focus area includes solid waste, refrigerant leakage, other stationary heating fuels, and small engine

emissions.¹¹ **The leading candidate of this group for inclusion into the annually measured metrics would be the waste category.** It has been included in other cities' inventories on their relatively short GHG inventory lists and has data that can be measured.¹²

¹¹ Small engine emissions were not included in the CEAP but have a sizeable impact and can be readily mitigated in some situations. Meanwhile the waste category is often in the form of methane which presents a different calculus in combating climate change.

¹² See page 10 here: <https://www.losaltoshills.ca.gov/DocumentCenter/View/1518/LAH-Green-House-Gas-Emission-Inventory?bidId=>; see also <https://ftcollinscap.clearpointstrategy.com/#::~:~:text=Welcome%20to%20the%20Fort%20Collins%20Climate%20Dashboard,%20a%20snapshot%20of>

Tertiary Focus

Finally, there are important areas that are difficult to change because they largely depend on personal choices and upstream actions that are beyond our control. These tertiary focus elements include air travel by Ashland residents

8	Air Travel
9	Household Foods & Goods

and consumption behaviors. These areas should be the focus of reductions because the numbers are so large. However, they should not be included in our GHG emission reduction numbers because of the lack of local impact and due to the use of extrapolated national data. ***We can focus on these areas with outreach and education mechanisms, hopefully leading to voluntary reductions, lifestyle changes, upstream changes and offsets.*** Oregon Department Environmental Quality recently created a report on Consumption Based GHG emissions and the need to work on this complex and difficult area. State leadership is welcome on this front.¹³

Special Focus

An area of special focus is the ***City of Ashland leading by example***. While a small percentage of the original CEAP ghg emissions inventory, it is an area where internal policy and choices are within our control and therefore many areas can be targeted including consumption behaviors. A report on City operations will be included in the future.

Not Included

The last area to mention is that of upstream impacts. While it is hard for local changes to impact these items directly (such as electricity line loss), our downstream actions will resonate upstream as implicit benefits. The less electricity used, the less line loss there is. The less natural gas consumed, the reduction on the global scale of GHG emissions is more than doubled due to the upstream impacts of methane leakage (more on this below). ***Upstream impacts matter and are best***

¹³ <https://www.oregon.gov/deq/mm/Documents/mm-Reporton2021CBEI.pdf#:~:text=%E2%80%A2%20In%201990,%20Oregon%E2%80%99s%20consumption-based%20emissions%20were%20only%20about%205>

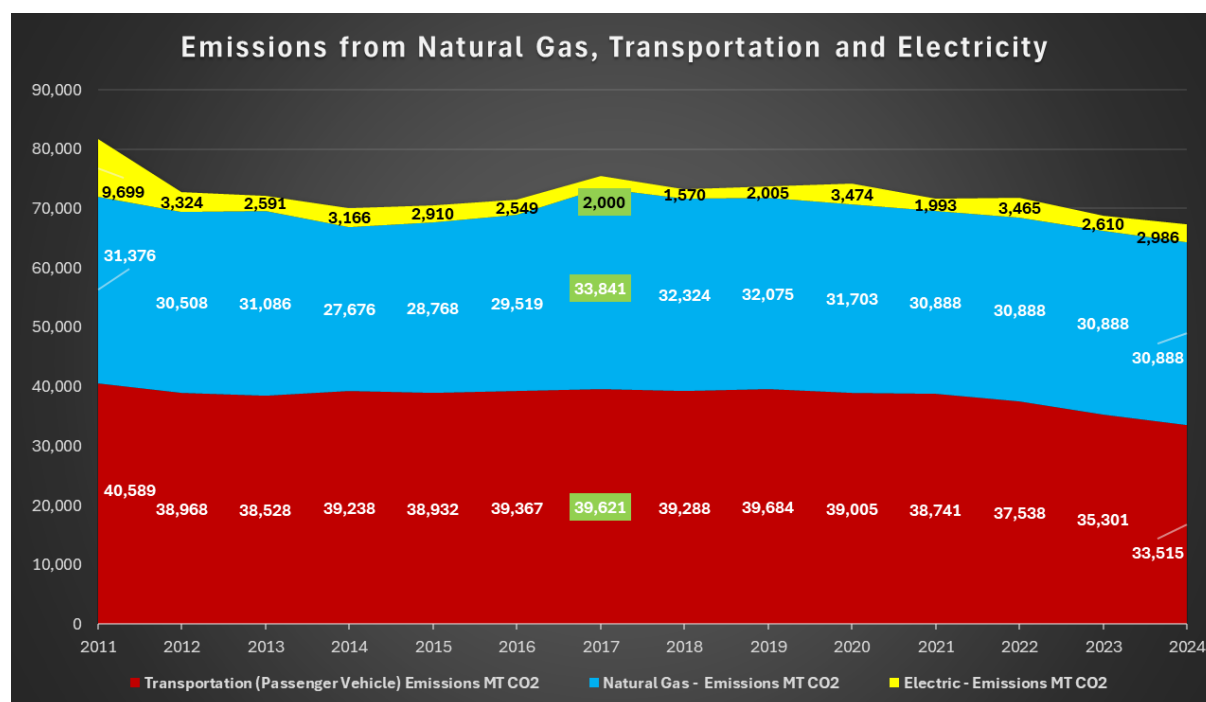
**addressed by focusing on the local impacts that create the upstream demand.
This local focus can have both significant local and upstream impacts.**

Category	Rank	Priority Level	Focus Area	Scope (1, 2, 3)	Sector or Consumption based emissions	GHG emissions in Metric Tons of CO2E	% of Primary	% of Primary & Secondary
Community	1	Primary	Natural Gas	1	Sector	30,888.00	45.98	35.14
	2	Primary	Transportation*	1 & 3	Sector	33,515.00	49.90	38.12
	3	Primary	Electricity**	2	Sector	2,768.00	4.12	3.15
	4	Secondary	Solid Waste***	3	Sector	6,141.80		6.99
	5	Secondary	Refrigerants	1	Sector	7,389.50		8.41
	6	Secondary	Other Heating Fuels	1	Sector	5,445.90		6.19
	7	Secondary	Small Engines****	1	Sector	1,761.92		2.00
	8	Tertiary	Air Travel	3	Consumption	14,350.00		
	9	Tertiary	Household Foods & Goods	3	Consumption	173,028.70		
City		Special	City as Leader*****	All	Both			
			Primary			67,171.00		
			Primary & Secondary			87,910.12		
			Primary & Secondary & Tertiary			275,288.82		
If not noted elsewhere, numbers are taking from the GHG inventory from 2015								
*Calculated using modeled miles by Ashland residents, registration extrapolations, and reductions from PHEV and BEV vehicles								
**Calculated using Oregon Dept. of Environmental Quality Direct Emission numbers								
***Calculating methane as 28x Global Warming Potential over 100 years - If multiplied by 80 for the shorter time span = 17,547 mt/co2e.								
****Data extrapolated from state estimates on a per capita basis								
*****City numbers incorporated in other numbers - will be a separate analysis. Originally estimated as 10,716 mt of CO2E in the CEAP.								
Non-focus categories: Off road vehicles, upstream power and transportation, NWPP energy difference (42,000) = 72,856 mt/co2e.								
No upstream numbers for stationary combustion (methane leakage for NG) included in the original GHG inventory								

Climate Progress

There is progress being made, but it does not reflect the 8% change the CEAP calls for. As noted above, this may not be the best way to measure progress and instead we need to create a pathway forward and use projections to determine if more effort will be needed to meet our goals. How fast we can move forward will depend on funding, staffing, technological advancements and public input.

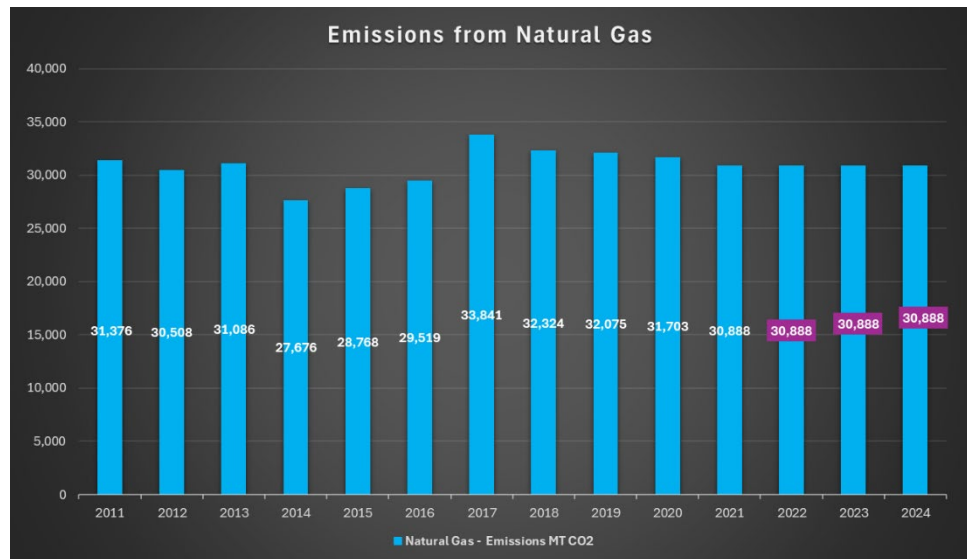
Regarding our primary focus areas, we are making inroads on transportation goals, and it seems likely we will be able to meet or get close to our 2050 goals. Natural gas consumption, the single largest source of stationary combustion fuel, is both an area of concern and difficult to measure. Our electric consumption and local production are both areas to be proud of as we have a low carbon source of energy and local production has shown incredible growth.



Natural Gas

We don't know exactly what our citywide consumption of natural gas is because these numbers have not been shared for the past three plus years. As noted earlier, Avista has decided not to voluntarily share this information even though it has been requested multiple times. Previously, Avista, our natural gas franchise provider, had shared the total therms of natural gas used and total meters installed. Each data point was further broken down by commercial and residential use. This data was helpful to determine trends regarding usage and carbon emissions related to our GHG inventory. The last data was provided in 2020; in the future this data should be required as part of any agreement so that we can better track natural gas (carbon) reductions. Therefore, the most recent years are represented by the average consumption from 2011-2020 and highlighted in purple.

The best information available since 2020 is data modeling based on heating degree days, Avista rates and franchise fee payments. This modeled data shows a trendline with a slow



increase in natural gas usage. This is exactly what we don't want to see as we are trying to reduce carbon emissions. ***We may be going the wrong direction on this key emission since the implementation of the CEAP in 2017.***

While discussing natural gas it is important to remember a couple of points. Natural gas is primarily composed of methane. In our original GHG inventory, the upstream impacts of natural gas were not calculated. Even at the EPA's more modest estimations of leakage of methane at wellheads and through distribution, the emissions of leakage (calculated as methane for unburned natural gas) over the short term are greater than emission of all the burned natural gas (emitted as carbon emissions) due to the much higher global warming potential of methane.¹⁴ We are not targeting upstream energy emissions, however if calculated, this would have further changed the pie graph in our original GHG inventory and our current metrics to focus on natural gas.

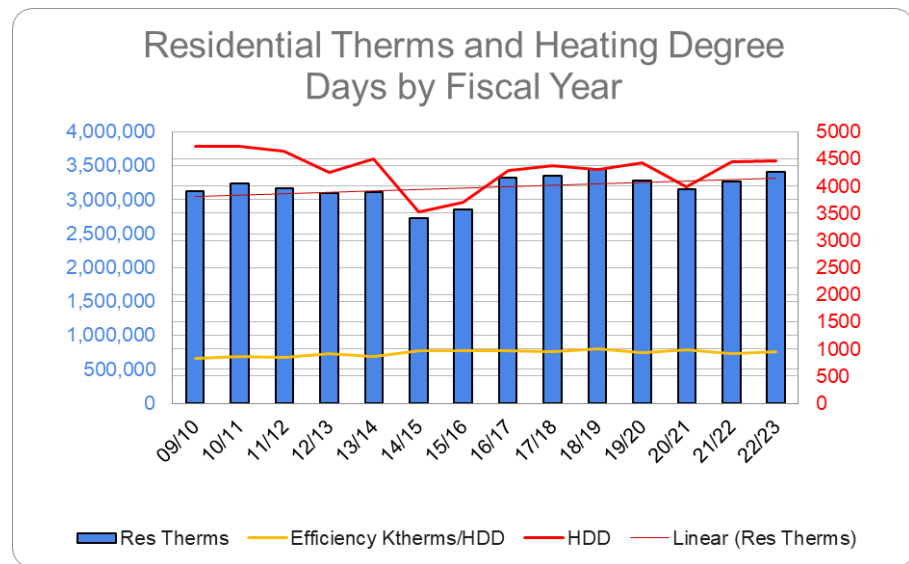
Related to this, is the incidental upstream benefits of reducing our carbon emissions from natural gas. There is a strong argument that focus should be placed more heavily on methane related emissions because methane is a short lived GHG which,

¹⁴<https://pubs.acs.org/doi/10.1021/acs.est.0c00437#:~:text=We%20estimate%20methane%20emissions%20from%20U.S.%20local%20distribution%20natural%20gas;1.4% leakage x 80 = 112 co2e vs 98.6% x 1 = 98.6 co2e.>

if reduced quickly could yield benefits in helping mitigate short term warming.¹⁵ Stanford professor Rob Jackson, states that “we can restore the atmosphere to preindustrial levels for gasses like methane. Doing so would save half a degree Celsius of warming and could happen in our lifetimes.”¹⁶ Both of these points emphasize that **decarbonizing our buildings from stationary fossil fuel combustion is a primary focus and the number one target overall.**

This fact is only further emphasized when you change the timing of measuring GHGs. If looked at a 20-year period of emissions (rather than a 100-year period), methane emissions have an even higher carbon dioxide equivalent (co2e, aka global

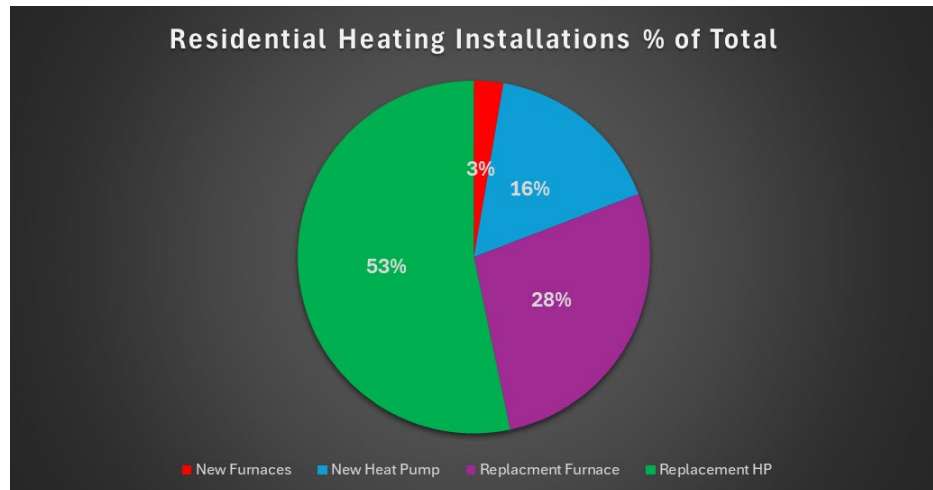
warming potential). This presents another paradox of weighing long lasting carbon emissions against short lived, more potent methane emissions related to the production and distribution of natural gas. When considering these methane emissions, it can help tilt the scales of where to focus. In our situation, working on both the carbon emissions of burning natural gas and the upstream methane emissions are in alignment and further help us prioritize natural gas emissions as the primary target.



¹⁵ <https://woods.stanford.edu/news/methane-removal-stanford-led-research-reveals-potential-overlooked-climate-change-solution#:~:text=Two%20new%20Stanford-led%20studies%20could%20help%20pave%20the%20way%20by>

¹⁶ <https://woods.stanford.edu/news/clear-blue-sky-moving-climate-despair-climate-repair#:~:text=The%20Last%20Judgment,%20Michelangelo%E2%80%99s%20Sistine%20Chapel%20masterpiece,%20provides%20a%20powerful>

While this information might seem dire, remember that we are discussing long-term trends and a quickly changing world in terms of technology and policy. My belief is that we are



just seeing the shift away from natural gas for thermal purposes. New technology and awareness are helping people move to fuel switching which is largely to electricity. Additionally, state policy aims to green our grid energy.¹⁷ It is an exciting time, and we are seeing substantial movement in Ashland on this front. Nearly 70% of heating installations in Ashland are heat pumps over the past five plus years. This is progress and we can expect the percentage of heat pump installs to increase as awareness increases and new programs become available.

Ashland has been incentivizing residents to decarbonize their homes for years; however, the federal government has recently begun working on this through the Inflation Reduction Act tax credits and state pass through incentives. Perhaps more exciting though is the city's upcoming on-bill financing loans for energy efficiency measures. All this is to say that ***we have some great tools at our disposal to meet the goal of reducing an average of 1,200 mt co2e emission from natural gas combustion every year.***

We are not alone in this effort. There are state goals for reducing natural gas consumption across the state to help achieve statewide goals. Southern Oregon University also has ambitious goals that will help the entire city meet its goals.

We still need to continue making inroads to increase the percentage of residential heating installation to heat pumps. Additionally, adding and expanding opportunities for businesses to electrify will be essential.

¹⁷ <https://www.oregon.gov/deq/ghgp/Pages/Clean-Energy-Targets.aspx>

Transportation

Measuring Progress

As introduced above, the CEAP transportation GHG numbers did not account for emissions reductions from using plug-in hybrid electric vehicles (PHEV) or battery electric vehicles (BEV). **Adjusting our emissions data to accounts for these reductions will allow us to make and track progress.** There have been discussions with the Oregon Department of Energy and the Oregon Department of Transportation about how to account for these reductions. These agencies share our interest in creating better local data to track transportation emissions. However, there is not a settled protocol on how to account for emissions reductions from BEVs and PHEVs.

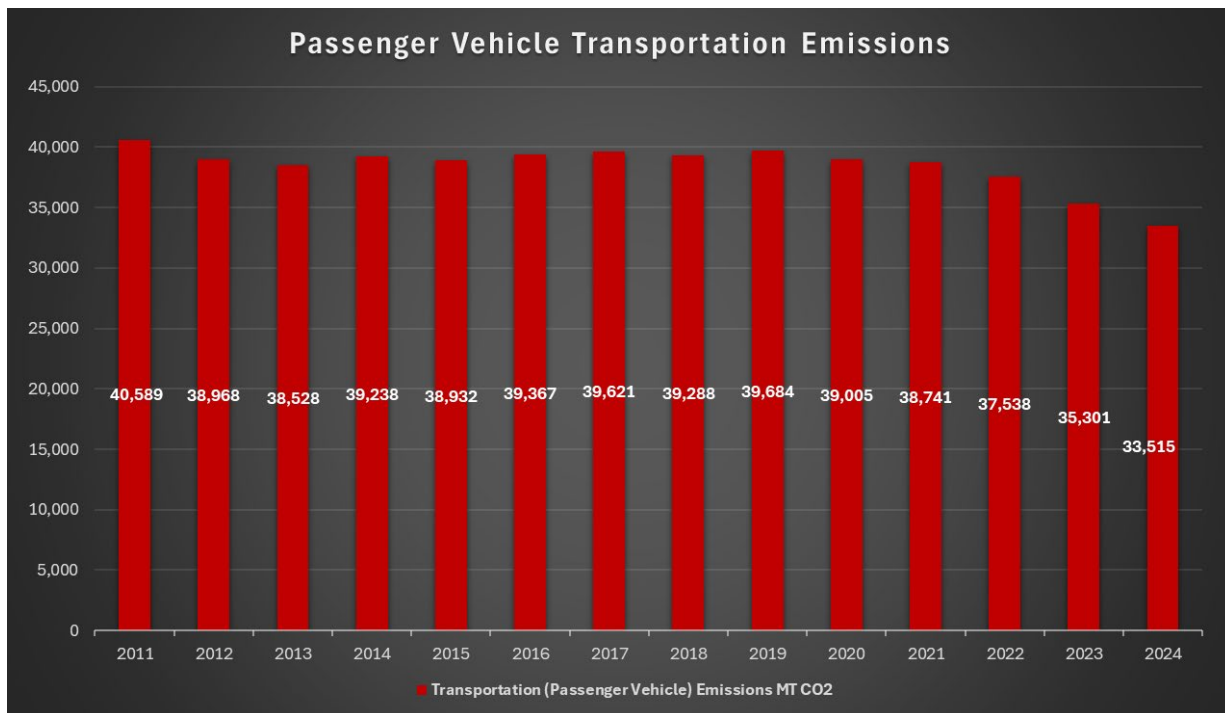
Since there was no established protocol, I used existing BEV and PHEV registration data to calculate emission reductions from these vehicles (spreadsheet located on last page of this report). The transportation numbers used in the graph below are uniquely created for this report. The data here was created with the best numbers available and could change in the future as better data becomes available. **By using the available data, we can demonstrate emission reductions from Ashland's residents adopting PHEV's and BEV's and project what we need to do to meet our goal and when we can meet it by.**

To address the concern that the CEAP included non-resident vehicle miles traveled I used a more recent model that can separate trips made by those living within the model boundary. Therefore, only the VMT's from Ashland residents are accounted for.¹⁸

The next step was to calculate and apportion total passenger vehicle registrations for Ashland from county wide data.¹⁹ This number was then multiplied by average miles driven per vehicle and the average emissions per mile to create a baseline emissions number.

¹⁸ The model is Southern Oregon Activity Based Model use by the Oregon Department of Transportation. The modeling was done about Ashland VMTs in 2021.

¹⁹ Passenger vehicle registration is utilized as it has more readily available data and accounts for about 85% of the local VMTs. This chart and metric are not intended to provide proof of an accomplishment but are a proxy for our relative improvement in transportation emissions reductions.

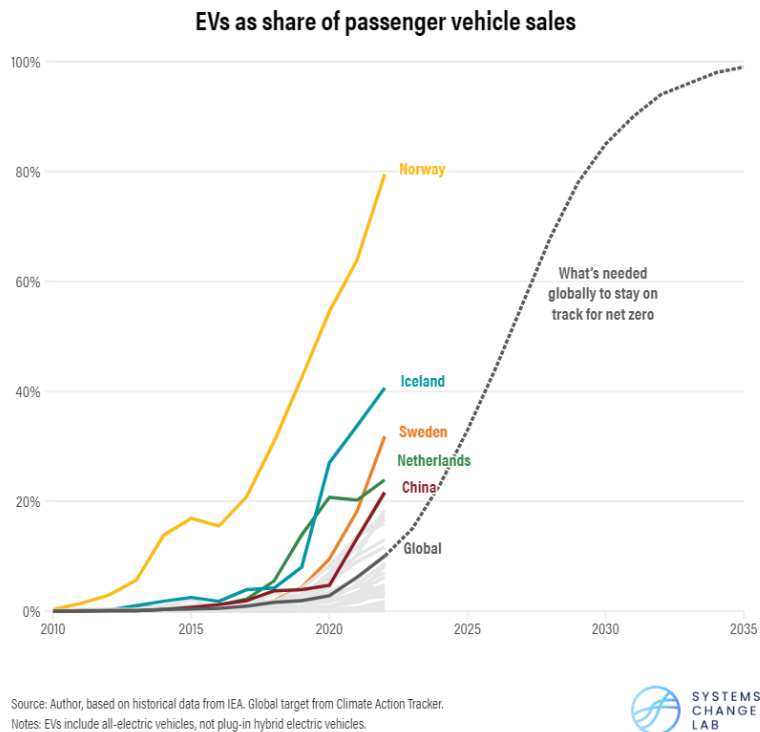


We then use Department of Motor Vehicles data for electric vehicle registrations in Ashland (available on the Oregon EV Dashboard) to estimate average tailpipe emission reductions.²⁰ We used emissions for a common PHEV (a Rav4 Prime for this exercise) and zero emissions for a BEV and then multiplied the emissions reduction per mile by the average Ashland resident VMT's.²¹ We then subtract these expected emission reductions from the baseline to estimate current passenger vehicle emissions. The result is captured in the chart above. Ashland has had many early adopters of EV's and this factor is the major reason emissions for local passenger vehicles are already going down even though annual VMT's and population have gone up.

²⁰ <https://www.oregon.gov/energy/Data-and-Reports/Pages/Oregon-Electric-Vehicle-Dashboard.aspx#:~:text=The%20dashboard%20displays%20Oregon%E2%80%99s%20total%20number%20of%20electric%20vehicles%20by>

²¹ <https://www.fueleconomy.gov/feg/Find.do?year=2021&vehicleId=42793&zipCode=97520&action=bt3>

One thing to note about the registration and emissions chart is the shape of the curve. It takes a while to move downward and then it begins to turn sharply downward, and the shift happens dramatically. This isn't unique and aligns well with what is known as the s-curve that appears for "value-creating" technologies, including EVs.²² The charts below show that EVs are on the precipice of an automotive revolution.²³ If you need further proof of how quickly things can change, look no further than Norway who went from 1% of new car sales being EV's to 80% in just 12 years.



This vehicle sales study correlates with the emission reductions portion of the chart and demonstrates how quickly change could happen in Ashland.

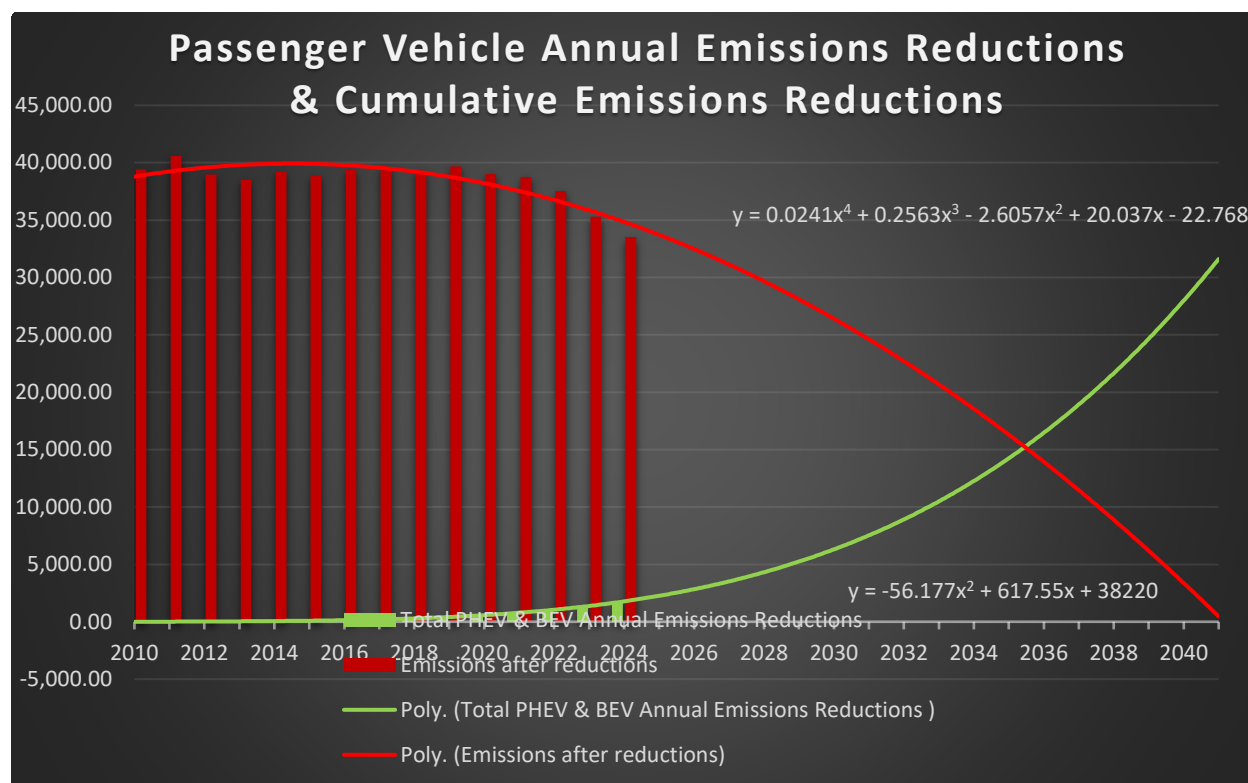
Norway made policy decisions that helped accelerate EV adoption. California has similarly implemented a policy called the Advanced Clean Cars II rule, which establishes that **by 2035 100% of new cars and light trucks sold in California will be zero emission.**²⁴ **Oregon, along with California and ten other states have now**

²² <https://www.wri.org/insights/what-projected-growth-electric-vehicles-adoption#:~:text=Global%20sales%20of%20electric%20vehicles%20are%20exceeding%20expectations,%20but%20the#:~:text=Global%20sales%20of%20electric%20vehicles%20are%20exceeding%20expectations,%20but%20the>

²³ <https://www.wri.org/insights/countries-adopting-electric-vehicles-fastest#:~:text=Our%20analysis%20of%20the%20International%20Energy%20Agency%E2%80%99s%20EV%20Data%20Explorer>

²⁴ <https://ww2.arb.ca.gov/news/california-moves-accelerate-100-new-zero-emission-vehicle-sales->

adopted this standard, which will have a large impact on this s-curve timing above for the U.S.²⁵ Currently the U.S. sits just below the global mark, so this type of policy can jumpstart the trajectory on the s-curve and get us where we need to be in 2035.



When estimating our annual emissions reductions and our cumulative emissions reductions we can see the promise of change over the next 10-15 years.²⁶ An important note, when looking back at the original CEAP actions there were two EV related actions (EV land use codes for charging infrastructure and direction to provide EV and hybrid vehicle information on the website). Since the CEAP, we now have an EV incentive, free public EV charging and a commercial charger installation incentive. In many ways these actions went well beyond what the CEAP provided. EV adoption has taken off and is now clearly a primary tool in combating climate emissions. It is important to understand how this change is impacting our emissions

[2035#:~:text=The%20new%20regulation%20accelerates%20requirements%20that%20automakers%20deliver%20an%20increasing](#)

²⁵ <https://www.oregon.gov/deq/aa/programs/Pages/ORLEV.aspx#:~:text=DEQ%20recently%20adopted%20the%20Advanced%20Clean%20Cars%20II%20regulation.%20This>

²⁶ The annual and cumulative emissions reductions chart above is not meant to be an official projection but illustrative. It uses the columns of existing data and polynomial trendlines in excel to match the pattern of the current data trends.

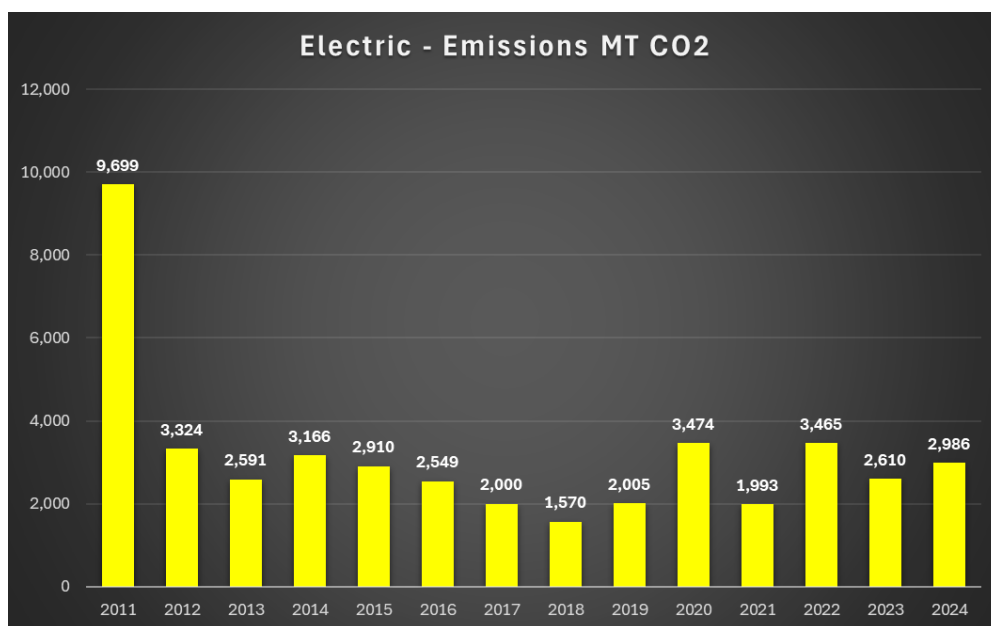
and this metric attempt to provide such a mechanism, even if imperfect. This metric doesn't account for non-resident travel or commercial travel. Regarding commercial VMT's, there is certainly going to be a delay in widespread low emission vehicle adoption as many of the hesitations someone has in purchasing an EV are magnified in the commercial setting. This metric is an improvement over simply measuring VMT's and instead provides and lens to understand our progress in reducing overall transportation emissions. In short, ***we have a good chance to meet our long-term 2050 goals with our current trajectory due to local efforts, state policy and overall market transition.***

VMTs, Ebikes and Bike Lanes

Reducing our actual vehicle miles traveled is an important transportation goal and one that can be worked on. We already have a robust ebike incentive program, goals to ***increase protected bike lanes, and regional efforts at making mass transit more appealing.*** All of these can result in reducing the energy needed to get us around to our jobs, schools and appointments, whether that energy be fossil fuel or zero emissions electricity. It will be important to reduce energy needs so that energy can be used in other sectors. This work should be maintained, and perhaps a useful metric beyond VMT to locally and easily measure the impact can be developed in the future.

Electricity

The biggest news about electricity isn't new at all. As mentioned above, there is no practical reason to measure our electric consumption using the NWPP emissions factor. Doing so



simply misdirects where our efforts should be focused. It is useful to understand the underlying premise of GHG protocols that suggest the NWPP emissions should be used and allow that to inform decisions on local production though.

By shifting from the NWPP emissions to the DEQ emissions factor changes our electricity related emissions enormously. ***With the NWPP our emissions in 2015 were 50,135 mt co2e. Using the DEQ numbers reduces this to 2,910 mt co2e.*** As noted above, in order reduce emissions in the NWPP scenario requires the entire NWPP area to reduce at the same rate. There is no way a small city like Ashland can pull the entire NWPP area to greener pastures. The unique nature of Bonneville Power Authority (BPA) electricity informs us to focus on other areas, however the more local production and energy conservation we create locally, can lessen the amount of clean BPA energy we need that can be used elsewhere. Furthermore, as the use of EV's rises, it is helpful to know that the energy powering them is coming from a clean source when charged locally.

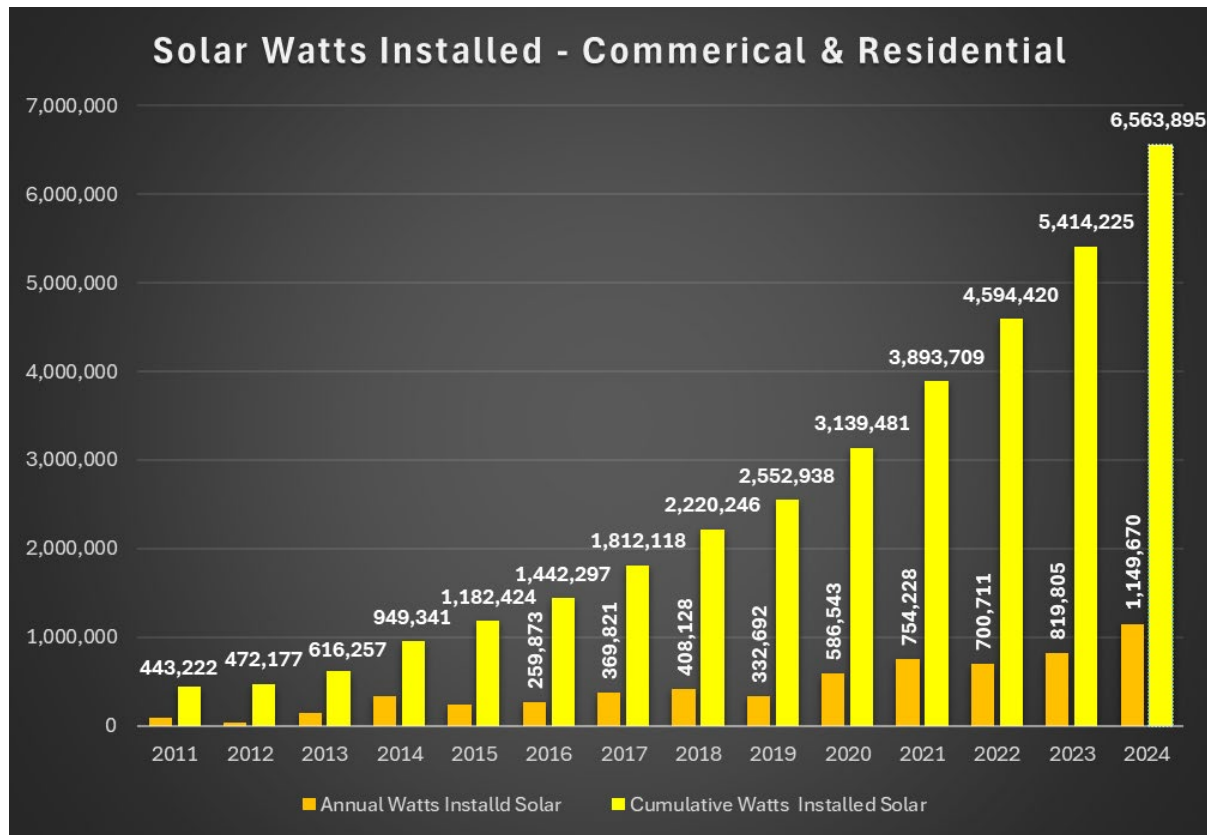
We have numerous energy efficiency programs in place, that should only be bolstered by our on-bill financing program noted above. These programs should continue, as it is often and accurately stated that conservation is the most cost-effective way to reduce energy use!

While our electric emission numbers are quite low when using the DEQ numbers, there are other reasons to focus on electricity and efficiency. One key reason is that of reducing cost in heating and cooling our homes and water. ***Some of the lowest income homes have less efficient appliances – we still have homes using electric resistance heat that could be done 200% more efficiently by installing a heat pump*** and thereby reducing energy costs and energy needs. We need our homes to be ready to move to low carbon electricity to solve this climate crisis, so we must focus on having homes ready for electrification without it being an undue burden. Related to both is the remaining duration of the Inflation Reduction Act, which allows the city and residents to reduce the costs of transition to a low carbon electric future.

In addition to conservation, Ashlanders have embraced solar energy and continue to install solar power. The chart below of installed watts is only for half of 2024 and it is already our largest single year of solar installations! We have currently over 6.5 megawatts (MW) of total installed solar in Ashland. ***A realistic goal for our community, especially when including Southern Oregon University's efforts, is to***

install an average of 1 MW of new solar per year for the next ten years.²⁷

Additionally, the on-bill financing program can be available for solar installations and necessary panel upgrades. Not to mention the Inflation Reduction Act tax benefits that help reduce overall costs.



Moving Forward

Our implementation has naturally followed the primary focus areas and to a lesser extent the secondary focus pathways. This connection is easy to understand when you look at actions to decarbonize and reduce CO₂. Our work on these primary areas must continue and receive the greatest focus because they provide the greatest local reductions. ***When looking at expanding work into secondary, tertiary and special focus areas we must think carefully about where to spend our time and money.*** There are many factors that can guide these decisions. What can we impact

²⁷ <https://news.sou.edu/2024/09/sou-receives-third-1-million-state-grant-for-solar-arrays/#:~:text=%E2%80%94The%20solar%20energy%20aspirations%20at%20Southern%20Oregon%20University%20have>

locally? What can we measure locally? What has the greatest impact? What other factors should be considered (equity, return on investment)? Is it realistic? These questions need to be asked when implementing and budgeting for our climate work. We work within the constraints of a city budget and ingenuity.

Secondary Focus Areas: Waste, Refrigerants, Other Heating Fuels, Small Engines

When and how we expand work on the secondary areas of focus will be explored moving forward. There are possibilities to address these areas, however they must be balanced against our current work and each other.

Waste is the area that is most easily calculated of this group. We have data we could work from to measure our status and set goals. ***Waste emissions are especially important when looking at the short-term increased potency of methane emissions*** (see above on page 17 of natural gas discussion). The goal is to incorporate annual measurements of this in the near term with locally available and calculated data.

Refrigerants are important because of the enormous global warming potential they have compared to CO₂; they are multiple orders of magnitude higher.²⁸ Refrigerants are another data point that comes from extrapolated data and is hard to pin down locally. To date, the city has required refrigerant recapture as part of incentives that deal with these GHG's. This in turn does provide some education to installers and help create awareness. This category could be used for further development.

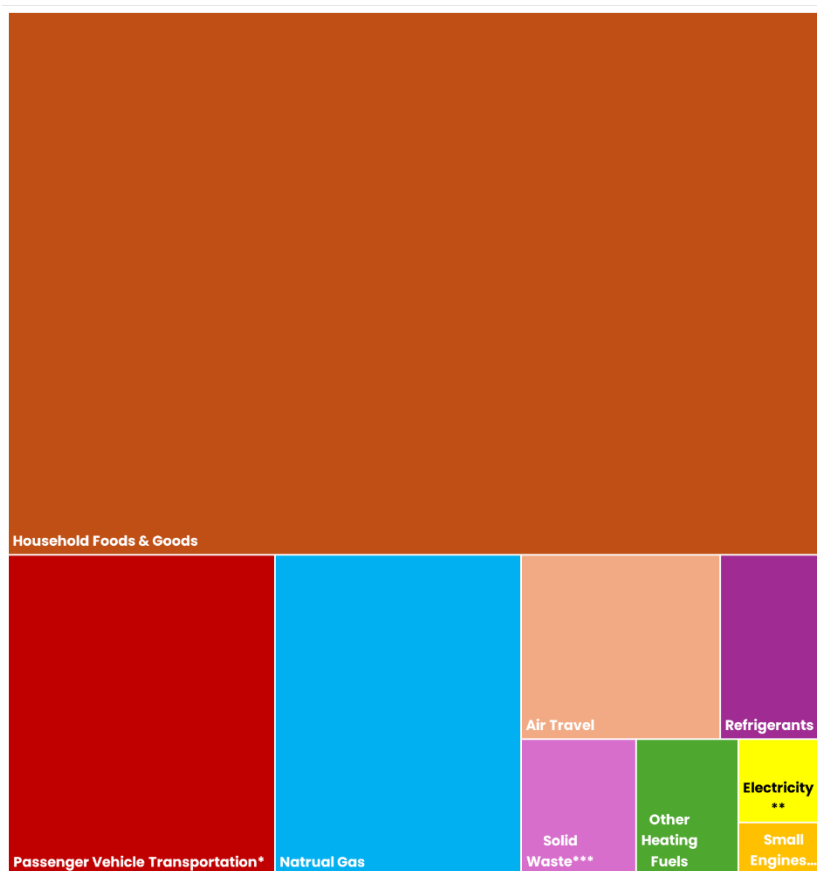
Small engines do have extrapolated data available, that we can apportion on per capita basis. The emissions from these devices are surprisingly high, especially when you compare it to our electricity source emissions. One study has state level information that can be apportioned in Ashland on a per capita basis.²⁹ It is a unique opportunity to reduce emissions and one that shouldn't be difficult to meet as each year there are better electric alternatives and presumably the cost will come down as the power output of the tools goes up in the next two and a half decades.

²⁸ [https://ghgprotocol.org/sites/default/files/2024-08/Global-Warming-Potential-Values%20%28August%202024%29.pdf#:~:text=This%20document%20provides%20100-year%20time%20horizon%20global%20warming%20potential%20\(GWP\)](https://ghgprotocol.org/sites/default/files/2024-08/Global-Warming-Potential-Values%20%28August%202024%29.pdf#:~:text=This%20document%20provides%20100-year%20time%20horizon%20global%20warming%20potential%20(GWP))

²⁹ https://publicinterestnetwork.org/wp-content/uploads/2023/10/Lawn_Care_Goes_Electric_Oct23.pdf

Other heating fuels (propane and heating oil) will likely continue to be replaced by more efficient options. However, the concern is that it may be easier for homes and businesses to transition to carbon emitting natural gas and lock in that emission source for 15 or more years, rather than switch to electric options. The work on natural gas electrification can cross over into this realm as the solutions to switch from natural gas to electricity are similarly applicable to other heating fuels.

Tertiary Focus Areas: Household Food & Goods, Air Travel



This area is too large to ignore and too difficult to directly work on with so many outside factors involved. These include manufacturing and the transportation for these goods or services. When combined, the categories of household foods and goods consumption is the single largest emission type in the CEAP. These areas are much more difficult to directly impact at the city level and do not lend themselves to local measurement or programs. When you add

in air travel, another personal choice consumption factor, this focus area dwarfs the primary and secondary areas emissions. ***The best mechanism to help effectuate change for this area is the tool that should be used for all our climate work – outreach and education.*** We should increase the use of this tool for both our existing programs and the areas we want to address in some capacity.

City As Leader

The city has access to data that provides valuable insights for analysis and planning. This data includes:

- Electricity and natural gas usage
- Fuel consumption
- Vehicle and equipment inventory
- Building equipment inventory
- Solar installations

By prioritizing decarbonization in its own operations, the city can demonstrate its commitment to sustainability and inspire others to follow suit. As a leader, the city can play a pivotal role in driving emissions reductions by setting a strong example.

Immediate actions within city operations can align with the same principles outlined for community efforts. Over time, the city can consolidate data, track progress, and provide updates to showcase achievements and identify opportunities for improvement.

The broader community remains the largest source of emissions, but using the data collected by the city will allow us to demonstrate that it is possible to effectively reduce the overall GHG emissions. With appropriate funding and staff time to commit to this, we can combine the original numbers used to create the GHG inventory and provide a more nuanced understanding of the progress to date and in the future.

By embracing its role as a sustainability leader, the city can pave the way for a more sustainable and decarbonized future for everyone.

Conclusion

This report is intended to orient our climate work moving forward by explicitly stating how we can better focus our efforts by slightly tweaking how we look at the CEAP. We cannot work on everything and we need to focus on those areas where we have the greatest impact to reduce emissions. The focus areas presented above attempt to triage our climate work and maximize our emissions reductions. There is still room to look at our actions through an equity lens to ensure that we are inclusive in moving our community forward.

The next two pages examine the focus areas discussed above and provide a pathway forward. The city has spent most of its time working in the primary focus areas and the pathway is more fully developed. The final page has the newly developed metric for passenger vehicle emission reductions.

Category	Focus Area	Goal	Objective	Key Performance Indicators	Strategy	Tactics/Actions	Metrics	Timeline	Planned Result
Community	#1 Primary Focus – Natural Gas	Zero Natural Gas Emissions	Reduce emissions by an average of 1,200 metric tons/year = 29,330 MT over 25 years	Metric Tons of CO2 Emissions (based on annual therms used)	Fuel Switching	Fuel Switching Incentives – Federal, State, Local (Local = heat pumps – 4 types, induction cooking, heat pump water heaters)	Assist up to 300 homes per year transition to electric power from NG for 25 years	25 years	17,500 MT CO2 from NG removed
							Assist 30 businesses per year transition to electric power from NG for 25 years	25 years	11,250 MT CO2 from NG removed
						Fuel Switching Loans (USDA RESP – on bill financing)	Assist up to 1,000 homes & businesses fuel switch in the next 10 years	10+ years	2.5 MT CO2/house 15 MT CO2/business
Community	#2 Primary Focus – Trans. Emissions	Zero Tailpipe Emissions from Passenger Vehicle Transportation	Accelerate trajectory of zero tailpipe emissions from passenger vehicles	Metric Tons of CO2 Emissions (reductions calculated using BEV and PHEV registration data)	Support and promote the adoption of zero tailpipe emission passenger vehicles	State Actions	No new internal combustion engine car sales in 2035 (Clean Cars 2)	10 years	100% of newly purchased daily use vehicles have zero tailpipe emissions by 2035
						EV Incentives – Federal, State, Local (\$1000 local incentive)	Increase low emission registrations to 22% by 2035 and 100% zero tailpipe emissions by 2050	25 years	100% of passenger vehicles have zero tailpipe emissions by 2050
						EV Chargers (free EV charging, commercial charger incentive)	Maintain Free EV Chargers	25 years	Incentivizes EV purchases
							Strategically deploy new chargers	10 years	Easy and affordable charging creates a desire to adopt EV's
							Workplace Chargers	10 years	Encourage employees and patrons to drive EV's
							Create a City EV Charger plan	2026	Strategic plan for infrastructure changes to accommodate citywide needs
		Increase usage of zero & ultra low emission mobility options	Improve access to non-personal automobile transportation options	Reduction in VMT (a better local indicator may be needed)	Expand mileage of low emissions infrastructure, increase percent of walkable areas, and enable access to these options	Bike Path & Pedestrian Infrastructure Development	Increase mileage of bike paths & sidewalks/pedestrian infrastructure	25+ years	Lower emissions and more affordable transit
						Climate Friendly Communities (Community Development Dept.)	Walkable Communities Development	25+ years	Reduced need for transportation
						E-bike Incentive	Number of Incentives & Estimated Emissions Reductions	25+ years	Affordable, useful micromobility!
						EV Carshare	Miles Used & Emissions Reduction	2 years (pilot)	Allow for trial of EV's and reduce need for personal auto use and cost
Community	#3 Primary Focus – Carbon Free Electricity & Efficiency	100% Carbon Free Electricity	1) Continue to increase efficiency, 2) Increase local production of electricity, 3) Provide 100% carbon free electricity	Metric Tons of CO2 Emissions (Based on annual GHG Report submitted to DEQ for KWH used) & Renewable Watts Installed	Increased Energy Efficiency	Energy Efficiency Loans (USDA RESP – on bill financing)	Reduction in electricity used	10 + years	Reduction in kilowatt hours used
						Home Energy Review (City Staff, and pending Home Energy Score Incentive)	Total number of Reviews	10+ years	Allow for easy access to energy efficiency and cost savings programs
						BPA Incentives (weatherization, windows, doors, duct sealing, lighting, refrigeration, heating and cooling)	Reduction in electricity used	25 years	Reduction in kilowatt hours used
					Local Renewable Energy Production	Solar Expansion (via city and federal incentives & possible state grants)	Increase generation by 1 MW/year for 10 years	10 years	10 new megawatts of local production – increases total to over 16 MW of local solar
					Low Carbon Electricity Requirements	State/Federal Actions	Lower carbon grid electricity	25+ years	Carbon free electric grid

Category	Focus Area	Goal	Objective	Key Performance Indicators	Strategy	Tactics/Actions	Metrics	Timeline	Planned Result
Community	Secondary Focus – Waste	Solid Waste Emissions Reductions	Solid Waste Reductions	Metric Tons of CO2 Emissions (calculated using avoided waste in pounds)	Maintain & expand recycling & waste diversion efforts	Outreach & Education			
					Reduce emissions from food waste in the landfill	Composting of Food Scraps			
	Secondary Focus – Refrigerant	Refrigerant Leakage Emissions Reductions	Maximize recycling and proper disposal	Data from Incentives and Loans if possible	Support and promote best practices for storage and disposal	Require Recapture for other incentives (PTHP/HVAC)			
						State and Federal action for lower emissions factor refrigerants			
						Outreach & Education			
	Secondary Focus – Other Fossil Heating	Zero Emissions from Other Heating Fuels (Propane & Fuel Oil)	Reduce emission by 500 tons/year for 10 years	Data from Incentives and/or Loans if possible	Electrification	Existing City Incentives for Heat Pumps		10+ Years	Assist homes and businesses using loan and incentive programs to fuel switch
						RESP loan		10+ Years	
	Secondary Focus – Small Engines	Small Engines	Reduce Emissions by 100 tons/year for 20 years	Incentive Data if/when implemented	Electrification	Outreach & Education			
						Incentives or Policy			
Community	Tertiary Focus – Air Travel, Goods & Food	Air Trans. Emissions Reductions	Reduce impact of emissions from air miles	Air Miles Traveled	Reduce Net Emissions from Air Miles Traveled	Carbon Offsets			
						Outreach & Education			
		Residential Food and Goods Emissions Reductions	Reduce Emissions Associated with Food Consumption	Extrapolated Data	Reduce pre-consumption food waste	Outreach & Education			
			Reduce Emissions Associated with Goods Consumption	Extrapolated Data	Reduce, Reuse, By Used	Outreach & Education			

Steps	Source	Data Type	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
1. Annual Ashland Resident based VMT	ODOT SOABM Modeling 9-2-2021	Daily - Ashland	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
		Population only VMT	274,442	278,733	283,091	287,516	292,012	296,577	301,214	305,923	307,459	309,004	310,555	312,115	313,683	315,258	316,941
		Days	365	365	365	365	365	365	365	365	365	365	365	365	365	365	365
		Annual - Ashland	100,171,330	101,737,440	103,328,035	104,943,498	106,594,217	108,250,598	109,943,012	111,661,895	112,222,682	112,796,285	113,382,719	113,971,998	114,494,136	115,069,147	115,647,046
		Population only VMT	20,092	20,296	20,386	20,374	20,607	20,714	20,939	21,117	21,297	21,126	21,405	21,639	21,295	21,061	21,161
2. Converting VMT from per capita to per passenger vehicle registration	Ashland, OR Population by Jackson County Passenger Car Registrations	Ashland VMT per capita	4,986	5,013	5,069	5,151	5,172	5,226	5,251	5,288	5,269	5,339	5,285	5,265	5,377	5,464	5,465
		Jackson County Passenger Car Registrations	176,311	178,932	179,423	181,736	181,507	183,446	186,058	188,165	190,407	191,447	193,679	197,553	191,397	189,881	194,293
		Jackson County Population	203,357	204,798	205,939	207,313	209,351	211,587	214,600	217,030	219,616	220,815	223,620	224,353	221,669	220,768	221,061
		Ashland population as percent of Jackson County	9.88%	9.91%	9.90%	9.83%	9.84%	9.79%	9.76%	9.73%	9.70%	9.57%	9.57%	9.65%	9.61%	9.54%	9.57%
		Ashland Passenger Vehicle Registrations	17,420	17,733	17,761	17,880	17,866	17,959	18,154	18,308	18,464	18,316	18,558	18,090	18,387	18,114	18,599
3. Calculating Annual Baseline Vehicle Emissions	50 Years of EPA's Automobile Emissions Rate (g/mile) *	Ashland VMT Per Registration	5,750	5,737	5,818	5,876	5,966	6,028	6,056	6,099	6,078	6,158	6,108	6,298	6,227	6,352	6,218
		Average Vehicles Tailpipe Emissions Rate (g/mile) *	383.70	389.00	377.30	367.50	368.70	360.50	359.30	356.70	352.70	355.70	348.80	346.90	337.10	319.00	305.00
		Converting grams to Metric tons per mile	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001	0.000001
		MT CO2 per mile	0.00038370	0.00039900	0.00037300	0.00036750	0.00036870	0.00036050	0.00035930	0.00035670	0.00035270	0.00035570	0.00034880	0.00034690	0.00033710	0.00031900	0.00030500
		Emission per registered vehicle based on 100% average vehicle	2.26	2.29	2.19	2.16	2.20	2.17	2.18	2.18	2.14	2.19	2.13	2.18	2.10	2.03	1.90
4. Calculating Emissions Reductions from BEV and PHEV	State of Oregon, DATA & REE	Total Emissions based on 100% average vehicles	39,437.45	40,593.24	38,985.67	38,566.74	39,297.60	39,024.34	39,502.52	39,823.80	39,580.94	40,118.08	39,537.43	39,519.54	38,595.97	36,707.06	35,272.35
		Ashland PHEV Registrations	0	0	5	6	3	4	10	16	27	26	15	51	61	61	80
		Cumulative PHEV Registrations	0	0	5	11	14	18	28	44	71	97	112	163	224	285	365
		Average Annual PHEV Tailpipe Emissions (72 g/mile) in MT CO2	0.41403177	0.41306606	0.41886988	0.42305546	0.42562805	0.43398997	0.43603876	0.43912299	0.43759829	0.44133582	0.43977457	0.45343054	0.44483406	0.45728930	0.44769869
		Ashland PHEV Emissions Reductions per vehicle	1.85	1.88	1.78	1.74	1.77	1.74	1.74	1.74	1.71	1.75	1.69	1.73	1.65	1.57	1.45
5. Ashland Passenger Vehicle Emission Reductions	State of Oregon, DATA & REE	Total PHEV Emissions Reductions	0.00	0.00	8.88	19.10	24.78	31.30	48.72	76.40	121.13	169.45	189.36	282.19	399.77	447.17	528.81
		Ashland BEV Registrations	0	2	2	5	7	12	12	21	19	41	40	66	101	145	175
		Cumulative BEV Registrations	0	2	4	9	16	28	40	61	80	121	161	227	328	473	648
		Ashland BEV Emissions Reductions per vehicle	2.26	2.29	2.19	2.16	2.20	2.17	2.18	2.18	2.14	2.19	2.13	2.18	2.10	2.03	1.90
		Total BEV Emissions Reductions	0.00	4.58	8.78	19.43	35.19	60.84	87.04	132.70	171.49	265.03	343.00	495.92	688.51	958.49	1,228.93
5. Ashland Passenger Vehicle Emission Reductions	State of Oregon, DATA & REE	Total PHEV & BEV Annual Emissions Reductions	0.00	4.58	17.66	38.53	59.97	92.14	135.76	209.10	292.62	434.48	532.36	778.11	1,058.28	1,405.66	1,757.75
		Emissions after reductions	39,437	40,589	38,968	38,528	39,238	38,932	39,367	39,621	39,288	39,684	39,005	38,741	37,538	35,301	33,515

Notes:



Climate Incentives Evaluation by Staff and CEPAC

June 12, 2025

Task at hand:

- City Council Meeting December 2024:
 - Council directed staff to review with CEPAC how incentives may be expanded.

Parameters:

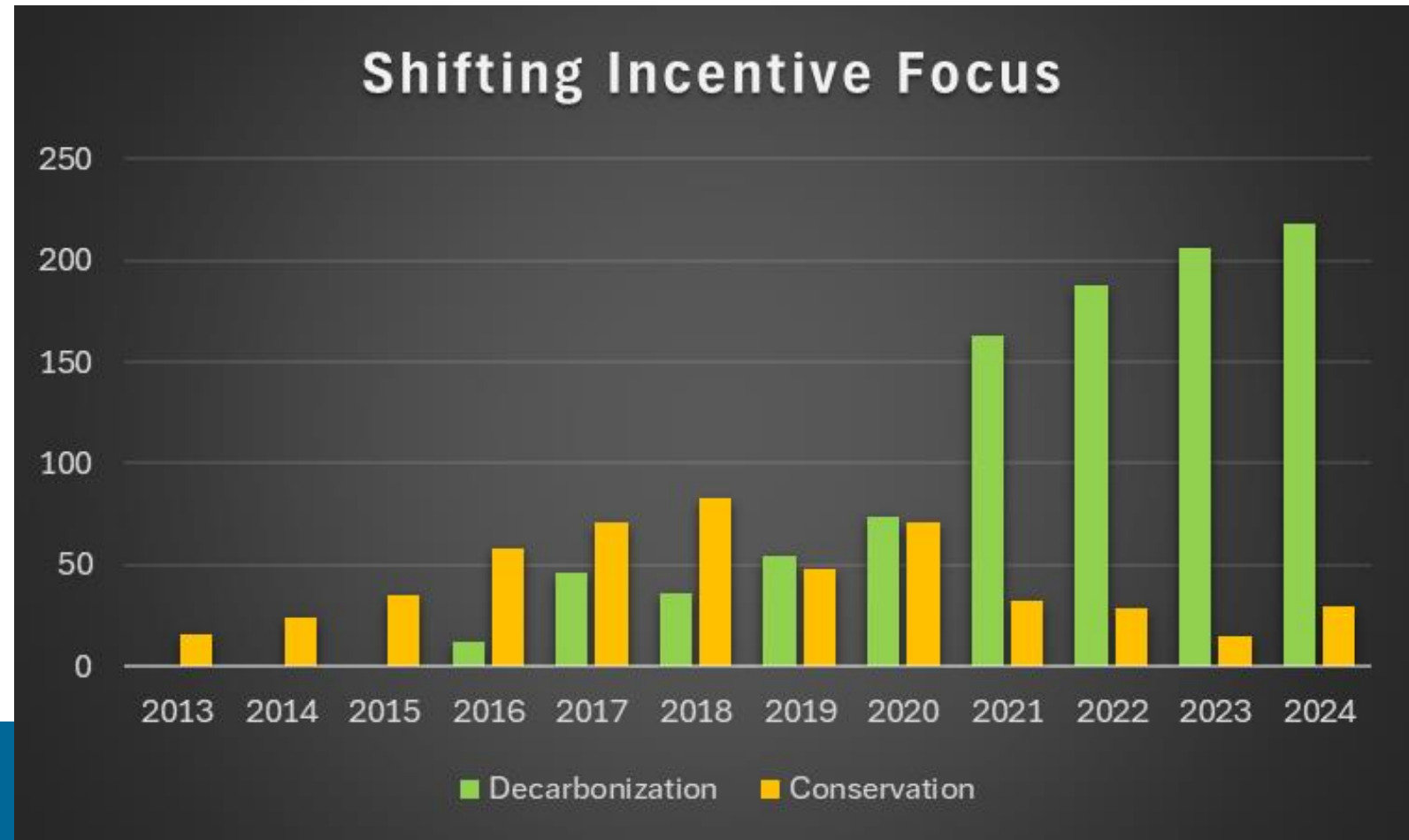
- Maximize CEAP GHG reductions
- Ensure equity considerations are factored in
- Proposed program budget for 2025/26-2026/27:

2026	City Cons	\$250,000
2026	Loan	\$140,000
2026	Solar	\$75,000
2026	Total	\$465,000
2027	City Cons	\$250,000
2027	Loan	\$140,000
2027	Solar	\$75,000
2027	Total	\$465,000



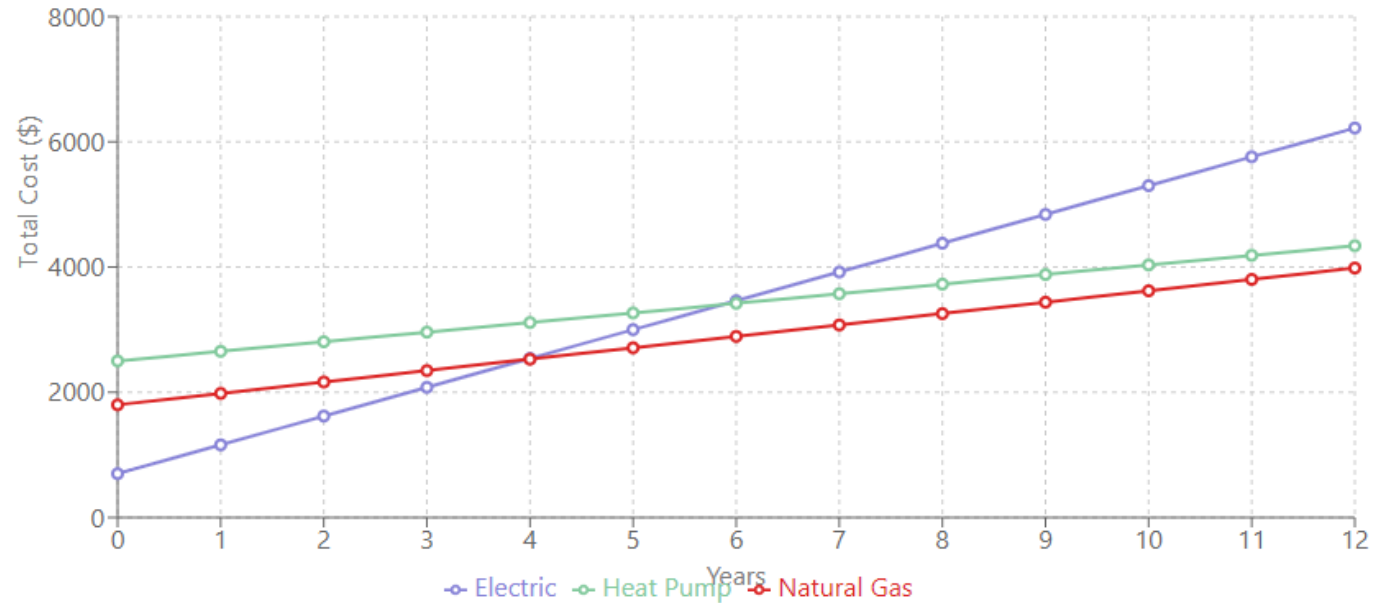
12 Year History of Incentives:

Year	2013	2017	2024
Incentive Type	Calendar Year		
Ebikes	0	0	68
EV Charger	0	0	1
<i>Elec to Ind</i>	0	0	5
<i>Gas to Ind</i>	0	0	27
<i>Commercial (Gas to Electric)</i>	0	0	2
Electric Vehicle	0	0	49
<i>Elec. to Hot Water HP</i>	0	8	2
<i>Gas to Hot Water HP</i>	0	0	9
<i>Elec. to Mini-split</i>	7	56	11
<i>Gas to Mini-split</i>	0	42	26
<i>Elec. to Heat Pump</i>	9	7	12
<i>Gas to Heat Pump</i>	0	4	36
Decarbonization	0	46	218
Conservation	16	71	30



Methodology: Gap Analysis

(determination of what is needed to offset cost difference and from that, what areas to focus on)



Usage & Operating Parameters

Number of People



Electricity Rate (¢/kWh)



Gas Rate (\$/therm)



Heat Pump Efficiency (x)



Gas Heater Efficiency



Heat Pump Compressor Life (years)



Years to Compare



Methodology: Emissions Reductions, Cost/Ton of Emissions Reduction, Total Net Cost

Lifetime CO2 rank	Net Cost Rank	Lifetime CO2 Cost Rank	Cumulative Rank	Incentive	Current or Calculated Amount
2	1	2	1	Ductless Heat Pump (mini split)	800
1	3	3	2	Electric Vehicle	1000
2	2	4	3	Heat Pump	1560
4	6	1	4	Attic Insulation	286
5	4	9	5	Hot Water Heat Pump	1400
7	7	5	6	Ebike	300
9	5	6	7	Small Engines - Residential Gas Lawn & Garden Equipment	58.76
6	8	6	8	Small Engines - Commerical Gas Lawn & Garden Equipment	361.6
7	9	8	9	Ebike (cargo)	600

Leading Candidates for Incentive Expansion

- Based on practicalities (CO2 reduction) and constraints (use, age, ability, need)
- Electric Vehicles
- Heat Pumps
- Hot Water Heat Pumps



Electric Vehicles



Heat Pumps



Hot Water Heat Pumps

Incentive expansion proposal:

1. **Adjust incentives** to BPA's October 2025 numbers and make similar for targeted fuel switching measures.
2. **2x Incentive Multiplier** Low and Moderate Income (LMI) (double standard incentive amount)
 - Only for Hot Water Heat Pumps, Electric Vehicles, Ductless Heat Pumps
3. **New Electric Ready Incentive**
 - \$600 for a circuit upgrade or \$1000 for a panel upgrade
 - Standard rebate = 50% of cost up to limit
 - LMI rebate = 100% of cost up to limit



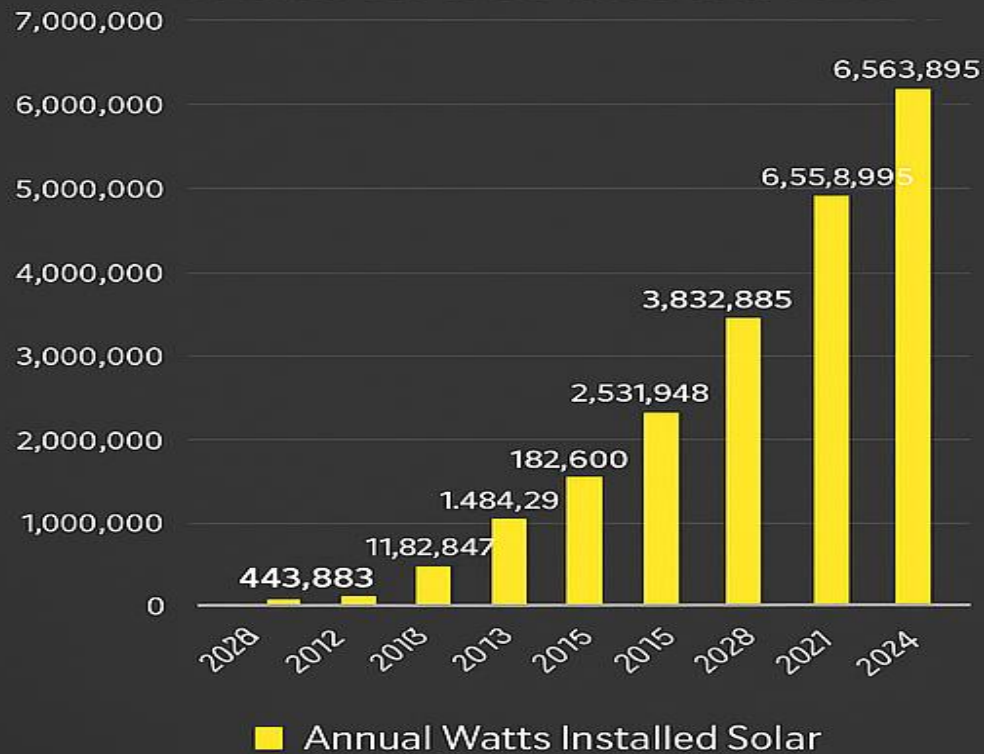
How this looks in the budget:

2026	City Cons	\$250,000
2026	Loan	\$140,000
2026	Solar	\$75,000
2026	Total	\$465,000
2027	City Cons	\$250,000
2027	Loan	\$140,000
2027	Solar	\$75,000
2027	Total	\$465,000

1. We ran multiple scenarios of both LMI uptake % and program growth %.
2. All scenarios exceed the base budget and will need to pull from other conservation city program funds (loan or solar), which have historically been underutilized.
3. If we exceed all three funds, we will need to suspend incentives or obtain additional funding.

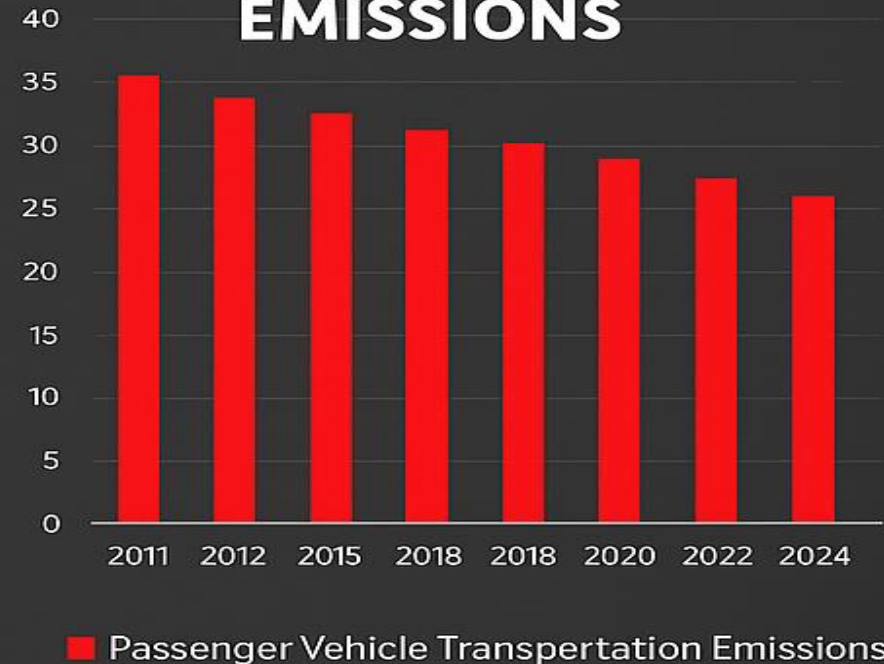
WE ARE MOVING IN THE RIGHT DIRECTION!

SOLAR WATTS INSTALLED



↓ -17%

TRANSPORTATION EMISSIONS



CEPAC Input:

- Possible Motion:
 - CEPAC to endorse the proposed incentive expansion for the next biennium; staff to report details to Council.



From: noreply@civicplus.com
To: [Ashland City Recorder](#)
Subject: Online Form Submittal: City Council Public Comment Form
Date: Monday, September 15, 2025 12:47:36 PM

[EXTERNAL SENDER]

City Council Public Comment Form

Public Comment

Use this form to submit public comment for City Council meetings. This form must be submitted by **10 a.m.** the day of the meeting to be on the record.

If you wish to speak to the Council in person at a meeting, you must fill out a Speaker Request form available on-site. Do not use this form.

Full Name	Gary Shaff
Meeting Date	October 7, 2025
Email Address	
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Climate / Conservation Incentives
Comments (Leave this section blank if you are requesting to speak electronically.)	Please include the attached in the Council's agenda packet for the 10/7/25 meeting.
Upload a file or image	Final SFE - Recommended Changes to Ashland Incentives 2.pdf

Email not displaying correctly? [View it in your browser.](#)



City Manager's Report

October Report—10.7.2025

CITY MANAGER'S OFFICE:

- The City's **Event Partnership Grant program** launched in October 2024. To date, the City has awarded \$131,250 across 20 grants, funding 25 events estimated at bringing in approximately 6,000 visitors. This program is funded by Transient Lodging Tax. Learn more at ashlandoregon.gov/YourTaxesAtWork.
- Construction modifications of **2200 Ashland Street emergency shelter** are underway. Based on the existing schedule and anticipated lead times for certain materials, the shelter work is projected to be completed by mid to late November. Stay updated at ashlandoregon.gov/HomelessServices.
- **OLLI courses are underway!** Residents aged 50 and older are exploring the wide range of services the City offers and connecting with City staff through OLLI (Osher Lifelong Learning Institute) courses, provided by Southern Oregon University. Recordings of the classes are offered at ashlandoregon.gov/OLLI.
- The NEW Ashland **City e-Newsletter** brings it all straight to your inbox. [Sign up Now for City e-News!](#) **View the September 25 issue.**
- In September the City launched a new video series, **Minute with the Manager!** The first feature highlights how the citizens of Ashland can engage with the City. [Watch it now.](#)
- Preparation for a **Community Evacuation Drill on October 11** is underway. Information is available at ashlandoregon.gov/EvacDrill. (Registration will be required.)
- **Coffee & Conversation** gatherings are wrapping up for the season. The last one for 2025 is on Tuesday, October 14, 2:30 p.m. at the North Mountain Pak Pavilion. This is an opportunity for residents to connect with elected officials and staff. The meetings are informal with no set agenda.
- **RVTV** (Rogue Valley Community Television) aired approximately **74 LIVE public meetings** totaling over **150 hours** of programming co-produced with the City of Ashland during the 2024-25 operating year. Discover the ways to **watch public meetings** at ashlandoregon.gov/WatchMeeting, including the new **RVTV app** where you can watch live or on demand! The app also features captioning and keyword-searchable videos for easier access.
- **Sign up for emergency alerts with JACKSON ALERTS!** The City partners with Jackson County under one alert messaging system called JACKSON ALERTS. Sign up your whole family by visiting ashlandoregon.gov/Alerts. **Don't want to create an account? Simply text 97520 to 888777 to sign up for Ashland alerts!**

FINANCE and DEPARTMENT OF INNOVATION & TECHNOLOGY:

- The City received **GFOA's (Government Finance Officers Association) Distinguished Budget Presentation Award**, recognizing excellence in budgeting and the City's commitment to transparency and fiscal responsibility. [Learn more.](#)





City Manager's Report

FIRE:

- Sign up for **non-emergency notifications about controlled burns and wildfire smoke**. Join the City's Watershed group by texting **WATERSHED** to **888777**.
- Join Ashland Fire & Rescue on **Friday, October 10**, 2 to 6 p.m. at Fire Station No. 2 for tours, fire safety education and community connection during **Fire Prevention Week!**
- As of September 30, the **fire danger for Ashland decreased from HIGH to MODERATE**. [View current restrictions.](#)

PARKS & RECREATION:

- The Department hired **Cheryl De Saram** as the new Recreation Administrative Assistant and **Ernie Comacho** as Parks Tech 1. Cheryl will be working at the Ashland Senior Center and The Grove. Ernie will be working with the Ops Boulevards Team.
- **Public Meetings for APRD:**
 - The **PROS (Parks, Recreation, Open Space and Senior Services) Strategic Plan** second community meeting was held on September 17 at the Ashland Senior Center attracting almost 30 attendees.
 - An informational meeting on the **Hunter Park Tennis Court Renovation Project** was held on September 24 drawing over 50 attendees.
- The final two **free community concerts** were held at the Litha Park Bandshell on September 15 and 22. A huge thanks to sponsors **Epic Ashland** and the **Folk Music Collective** for providing the community with these beloved and well-attended events!
- **Silent Disco in Lithia Park, 1st & 3rd Fridays thru October.** Wireless headphones will allow you to choose between multiple channels of Live DJs in an immersive and unforgettable experience for the whole family! Celebrate the diversity and uniqueness of Ashland with Silent Disco in Lithia Park from 6 to 11 p.m. Headphones are \$10 each.
- **The Return of the Salmon Family Field Day** will take place on October 18, 10 a.m. to 2 p.m. at North Mountain Park. At this free event, attendees can learn about salmon and their life cycle, macroinvertebrates, water quality, pollinators and riparian areas by participating in activities set up around the park and Bear Creek.



PUBLIC WORKS:

- TID (Talent Irrigation District) was shut down for the season on September 29.

