



Council Business Meeting Agenda

ASHLAND CITY COUNCIL BUSINESS MEETING AGENDA

Tuesday, December 2, 2025

Council Chambers, 1175 E Main Street

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

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.

I. EXECUTIVE SESSION 5:00 p.m.

Executive Session: To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing pursuant to ORS 192.660 (2)(i)

II. BUSINESS MEETING CALL TO ORDER 6:00 p.m.

- a. Land Acknowledgement**

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

VI. APPROVAL OF MINUTES

- a. Minutes of the November 17, 2025 – Study Session Meeting
- b. Minutes of the November 18, 2025 - Business Meeting

VII. CONSENT AGENDA

- a. Resolution 2025-30 Extending the Pilot Program for Portable Signs in Commercial Areas
- b. Contract for Ashland Fiber Network DOCSIS 3.1 Upgrade Project

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM

X. PUBLIC HEARING

- a. First Reading – Ordinance Language Change (Set #1)

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

- a. Second Reading of Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32
- b. Second Reading of Ordinance 3272: "An ordinance annexing property and withdrawing an annexed area from Jackson County Fire District no. 5 and also repealing ordinances 3215 and 3194 which were the previous annexation approvals in Casita 1 and Casita 2." (1511 Highway 99 - Planning Action #PA-T3—2024-00011)

XII. UNFINISHED BUSINESS

- a. Request to Begin the Surplus Property Process for the Imperatrice Property

XIII. NEW BUSINESS

- a. Request to Begin the Surplus Property Process for 380 Clay Street
- b. Discussion of Use of Affordable Housing Trust Fund





Council Business Meeting Agenda

XIV. CITY MANAGER REPORT

- a. Look Ahead 2025
- b. CM Report

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

XVI. 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, November 17, 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
Johan Pietila	City Attorney
Carmel Zahran	Assistant City Attorney
Tighe O'Meara	Chief of Police

I. Call to Order

II. Reports and Presentations

a. *Review of Ordinance Language Change Set 1*

Pietila presented the first set of proposed changes to the city code (see attached presentation), as part of a comprehensive effort to clean up the code by removing inaccuracies, modernizing sections, and reflecting current standards and practices. The presentation was organized into three tables: Table 1 for removing redundant or outdated sections, Table 2 for minor language changes, and Table 3 for more substantive changes.

Graham established that the goal for the evening was to provide top-level guidance to staff on each change, focusing on whether the council wanted to move forward with drafting ordinance language for first reading or refer items for further discussion.

During the discussion of Table 1 (proposed removals):

- Councilors discussed concerns about the complete deletion of Chapter 3.08, which addresses personnel policies. Discussion highlighted the need to balance the council's oversight with the day-to-day management that falls under the city manager's responsibilities.
- Bloom presented his own code revisions including a revised approach to 3.08 that would maintain council oversight without micromanagement.
- Councilors requested further review of section 2.08 regarding the City Recorder position wanting to ensure alignment with charter provisions and acknowledging that the city recorder's duties had changed since it became an appointed position. The charter still holds language relevant to its previously elected status.

For Table 2 (minor language changes), the council discussed:

- Councilors discussed Section 2.04.020, regarding meeting notices, noting concerns that changing the public notice requirement from 72 to 48 hours could inadvertently affect when council receives agenda packets. Pietila clarified these are governed by resolution rather than not code.

- Several councilors suggested that changes to section 2.04 should be handled comprehensively rather than just one part at a time.
- Consideration was given to moving the public art chapter 2.29 into 2.13 with committees and commissions for better organization. It was clarified that the process for acquiring public art requires council oversight. It was advised to clearly distinguish the roles between the Public Art Advisory Committee and the City Council to ensure that public art operations involve broader city function and oversight.

For Table 3 (substantive changes), several items prompted discussion:

- Councilors considered that while the City Manager should remain responsible for creating the council agendas, they should include collaboration with the mayor and council leadership.
- Regarding surplus property disposal, particularly vehicles, concerns were raised about losing council oversight. This authority enables consideration of alternatives like donations to organizations or partnerships, aligning with community goals beyond financial returns.
- Changes to tree management impacting electrical systems was discussed with notification to property owners requested before the city prunes trees for electrical safety.

After extensive discussion, the council directed staff to form a working group composed of up to three councilors and relevant staff to review draft code changes to sections 3.08, 2.08, 2.04.020, and 2.28, as well as all items on Table 3 before presenting them again to the full council.

The remaining items from Tables 1 and 2 received approval to proceed to ordinance drafting.

Two citizens addressed the council requesting an update regarding nuisance ordinance language related to excessive dog barking during nighttime hours.

b. Update on Prohibited Camping Enforcement

O'Meara presented data (see agenda packet) on prohibited camping enforcement since the ordinance went into effect in January 2024. He reported that 178 prohibited camping enforcement actions had been taken through July 31, 2025, with 25 of those being misdemeanor level offenses. Approximately half of these violations occurred at the designated camping area (night lawn) because people were not following the established rules and timeframes (7:00 PM to 7:30 AM, with winter hours allowing setup at 4:30 PM).

O'Meara shared a GIS map showing areas where camping would be prohibited if the city did not have a designated camping area. He explained that since the city does provide a designated camping area, camping is prohibited in all other public spaces.

Zahrn provided legal context, explaining that after the Supreme Court overturned the Johnson v. Grants Pass case, enforcement now follows a reasonableness test under House Bill 3115. Ashland's approach compares favorably to other cities that have faced litigation because Ashland provides multiple supportive services and continuum of care efforts.

Meeting extended to 7:30 by unanimous agreement.

During discussion, Councilors considered:

- Roughly 48% of misdemeanors occurred at the night lawn itself, but this reflected enforcement of established rules rather than targeting people without options. Concern was raised about the early morning departure time (7:30 AM) being difficult for people to meet, especially when weather prevents their belongings from drying properly.
- Councilors considered exploring a second designated camping site, such as near the water treatment plant, to provide an alternative to the night lawn.
- Clarification was requested for what happens when the night lawn is at capacity which hasn't yet occurred but would require further policy development.
- More detailed data broken down by time periods and information about how many unique individuals received citations was requested

Two citizens addressed the council with concerns that the current system criminalizes homelessness and places police in a difficult position and requested modifications to the night lawn rules to accommodate disabilities and weather conditions.

The council gave direction to O'Meara to provide additional data requested, when resources permit, including

- **Detailed misdemeanor versus violation citation trends broken down by quarter**
- **Distinguish between camping and occupancy violations**
- **information about how many unique individuals received citations**
- **park expulsion data distinguishing singular locations and all parks.**

III. Adjournment of Study Session

The meeting was adjourned at 7:30 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



Ashland Municipal Code Updates–Set 1

Study Session
November 17, 2025

City of Ashland

Presentation of Various Code Section *Opportunity for Discussion and Direction*

First Session: Three Tables

PURPOSE AND POSSIBILITIES

- The purpose of this presentation is to highlight and discuss various sections of the AMC that staff believes should be updated
- Council will have opportunity to discuss sections of the code as we go over them, and if desired request additional study sessions to focus on various provisions.
- Council can choose to take no action
- Council can provide direction to staff to bring back the suggested changes as an ordinance for *First Reading*



TABLE 1



AMC Section	AMC Title	Proposed Change	Reason for Change
2.04.050(M)1	Order of Business; Resolutions, Contracts, and Other City Business	Lengthy ordinances may be read by title only at Council meetings if the ordinance title has been published in the local paper at least seven (7) days in advance of the Council meeting.	Redundant language. This is already stated in Article X of the Charter, which is referenced in the same paragraph.
2.04.090(A)	Commissions and Boards; Establishing Commission and Boards	Remove the sentence listing the commissions and boards: These shall include but not be limited to Climate and Environment Policy Advisory Committee, Forest Lands Advisory Committee, Planning Commission, Transportation Advisory Committee, Planning Hearings Board, Public Arts Advisory Committee, Housing and Human Services Advisory Committee, Historic Preservation Advisory Committee, and Social Equity and Racial Justice Advisory Committee.	Redundant language. Specific commissions and boards are stated in the remainder of Chapter 2 (2.11 - Municipal Audit, 2.12 - Planning, 2.13 Advisory Committees, etc.).
2.04.090(F)	Regular Membership Removal Process	".. Removal of any member of the Recreation Commission or the Planning Park Commission is not subject to this section."	Typo correction.
2.08	Recorder/Treasurer	Remove chapter	The City Recorder is now an appointed position, rather than an elected position. Duties should fall under 2.28 Administrative and Operating Departments (see Table 2 recommendations).

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TABLE 1



2.29.020(P)	Public Art; Definitions	Remove subsection P. "Commercial development fee" means funds deposited by a commercial developer into the public art account when the developer prefers not to incorporate public art into the project and follow the public art process for art acquisition and approval."	Identical language as AMC 2.29.020(F).
3.08	General Personnel Policies and Employee Responsibilities	Remove chapter	Responsibility for personnel policy and employee responsibilities falls under City Manager and not under City Council.
6.32.030(B)	Application Process	Remove section: An OLCC Personal History form shall be completed for each person named on the license application.	No such form exists.
6.42.030-050	Tobacco Control; License Requirement, License Fee, Nontransferability of License	Remove sections that specify the need for a local license (and relevant references within Chapter 6.42)	Starting in 2022, the State of Oregon requires tobacco retailers to get a Tobacco Retail License from the Department of Revenue. The State oversees, administers, and enforces this program.

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Table 1: Staff Recommended Code Deletions

- **2.04.050(M)(1)** Striking redundant language on ordinances (Art X)
- **2.04.090(A)** Striking redundant language listing all boards (Chp 2)
- **2.04.090(F)** Correcting typo—lists Planning but refers to Parks
- **2.08** Remove chapter
- **2.29.020(P)** Remove subsection P as it is identical to F
- **3.08** Remove Personnel Policies from AMC—Duplicated in Employee policies (HR)
- **6.32.030(B)** Remove section as form does not exist
- **6.42.030-050** Remove sections that specify local license—State issue

Questions? Red Flags? Discussion?



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TABLE 2

AMC Section	AMC Title	Proposed Change	Reason for Change
2.04.020	Meetings (A, B, C, D, and E)	Reference state-statute for noticing timelines, rather than an exact time. In doing so, this would change the local requirements from providing at least 72-hours notice for Regular meetings, Special Meetings, and Study Sessions, to the state requirement of 48-hours notice for a Regular Meeting and Study Session, and 24-hours notice for a special meeting.	As the State changes regulations, additional changes to AMC are not required; Provides more flexibility which is particularly important for a special meeting topic that is time-sensitive but does not meet the definition of an emergency meeting.
2.04.020	Meetings (F)	Reference state-statute for noticing locations, rather than "a newspaper with general local circulation."	As the State changes regulations, additional changes to AMC are not required.
2.04.030(E)	Agendas; Council Packets	"Materials submitted must include author's name and address city of residence ."	Aligns with recommended practice for non-land-use public testimony (land use has a separate set of rules for public testimony).
2.28	Administrative and Operating Departments	Add new section that details the Office of the City Recorder.	The City Recorder is now an appointed position, rather than an elected position, so is now considered a part of the Administrative and Operating Departments of the City.
2.29.020(G)	Public Art; Definitions	"'Commission' 'Committee' means the Ashland Public Arts Commission Advisory Committee created by AMC 2-17-010 2.13.010.D , consisting of seven (7) members appointed by the Mayor and confirmed by the Council." All reference to "commission" in Ch 2.29 should be changed to "committee" or Public Art Advisory Committee throughout.	Updated language.



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TABLE 2
(Continued)



2.29.020(K)	Public Art; Definitions	"' Public art' means all forms of original works of art in any media that has been planned and executed with the specified intention of being sited or staged on City property or on property owned or on property owned or property controlled by the City of Ashland, including within public rights of way , usually outside and accessible to the public."	Clarification.
2.29.140(A)(4)	Public Art; Standards for the Ashland Public Art Collection	"The City shall only acquire artworks if: 1) the artist warrants that he they will not make a duplicate of the artwork, or permit others to do so, without written permission by the City,..."	Grammar correction.
2.54.070	Payment (Disposal of Surplus Property)	Include "electronic payments" (debit/credit/EFT) in methods of payment.	Bring up-to-date with government auction website.
6.04.120	Business Licenses; Temporary License	"If a business activity licensed under this chapter is for a limited duration of not more than 30 days, a flat fee will be set by resolution the fee will be \$25, regardless of the number of employees."	Consolidate fees within the annual Miscellaneous Fees & Charges resolution.
14.12.020	Electric System - Regulations; Construction and Temporary Service	Remove specific dollar amounts and change language to "There is a temporary service for new construction requiring only a service drop and meter setting, which is as follows: \$75.00 for single-phase service; \$150.00 for three-phase service. A charge for temporary service for new construction requiring only a service drop and meter setting will be set by resolution."	Consolidate fees within the annual Miscellaneous Fees & Charges resolution.

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TABLE 2
(Continued)



14.12.050(D)	Electric System - Regulations; Metering and Interruption of Deliveries	Remove Federal Power Commission, replace with Federal Energy Regulatory Commission	Modernize agency reference
14.12.060(B)(1)	Electric System - Regulations; Meter Testing	Remove specific dollar amounts and change language to "If a customer requests a meter test within six (6) months after installation or more than once per year, a deposit to cover the reasonable cost of the test will be set by resolution and will be required of the customer in accordance with the following schedule... "	Consolidate fees within the annual Miscellaneous Fees & Charges resolution.
14.12.080(A)(2)	Electric System - Regulations; Electricity - Resale	Change ORS 456.763 to ORS 455.420	Modernize ORS reference
14.16.020	Electric System - Light Funds and Rates; Transfers to General Fund	"The City Council may appropriate an amount for transfer to the General Fund for other municipal purposes, as permitted by ORS 225 Public law 96-501 and the Power Sales Contract with the Bonneville Power Administration (draft of August 25, 1981; Contract No. DE-MS79-81VP90432). "	Since this section of code was adopted, the State has adopted new regulations.

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Table 2: Staff Recommended Updates

- 2.04.020 Notice: Reference State Statute (Chp 192) for consistency on timing
- 2.04.020 Notice: Reference State Statute (Not newspaper)
- 2.04.030 Changing to reflect practice of city of residence
- 2.28 Add a new section that details City Recorder position
- 2.29.020(G) Updates language relating to committees (formerly commissions)
- 2.29.020(K) Clarify definition of "Public Art"
- 2.54.070 Include "electronic payments" as a method of payment

Questions? Red Flags? Discussion?



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Table 2: Staff Recommended Updates (Cont'd)

- 6.04.120 Consolidate fees with the annual Misc. Fees & Charges resolution
- 14.12.020 Consolidate fees with the annual Misc. Fees & Charges resolution
- 14.12.050 (D) Modernize Agency Reference
- 14.12.060(B)(1) Consolidate fees with the annual Misc. Fees & Charges resolution
- 14.12.080(A)(2) Correct to new ORS reference
- 14.16.020 Update to ORS 225 for current regulations

Questions? Red Flags? Discussion?



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Table 3: Substantive Language Changes

- These language changes are substantive changes that are to help improve city processes, align with current practices, and/or increase efficiencies or improve clarity.



Reminders:

- Purpose is to highlight needed change and explain the reasoning.
- Any changes will be brought forward for first (and second) reading
- Focus is not on specific language but on if change is appropriate



2.04.050: Rules of Council; Order of Business

TABLE 3



Proposed Change

- Include the City Manager in the statement "The Mayor or presiding officer may change the order of business on the agenda. The usual order of business for regular meetings will be as follows..."

Reason for Change

- City Manager is responsible for the preparation of the Council agenda. The flexibility to alter the agenda order will help the City Manager better ensure that time-sensitive city topics are addressed.

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2.04.05(I)

TABLE 3



Proposed Change

- Remove requirements for start and end time of public hearings.

Reason for Change

- Provides flexibility to help ensure public hearings occur.

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2.29.100(B) Public Art; Process for acquiring public art

Proposed Change

- Selection Panel. A selection panel, separate from the Public Art Commission **Advisory Committee**, consisting of art professionals and enthusiasts, residents near the proposed site, community members, and city administrators will be chosen to evaluate the proposals received from artists: may be composed of representatives from, but not necessarily limited to, the following groups: art professionals and enthusiasts, residents living near the proposed site, community members, Committee members, and City administrative staff. This panel will be responsible for evaluating the proposals submitted by artists and providing a recommendation to the full Committee. A different selection panel shall be chosen for each project by the Commission **Committee** after the following notifications have been made City has placed a notice on the City's website, and the Committee has endeavored to solicit participation of property owners within 300 feet of the proposed site.

Reason for Change

- Recognize general operating procedures for establishment of a selection panel makeup including "may" as it has been difficult to ensure representation as codified currently; address the lack of newspaper of general circulation; and reduce postcard mailing preparation and costs.



2.29.120 Public Art; Public Art on Private Property

Proposed Change

- Add a section of code that allows for public art that is privately-owned and on private property. Currently, all public art on private property is considered "city-owned" and requires that the City is granted access to install, maintain, and remove art.

Reason for Change

- The purpose of this amendment is to create a pathway for private property owners to install and maintain privately owned artwork that is viewable by the public, with City approval. This ensures such installations are consistent with the City's Public Art Program while clarifying that the City does not assume ownership of the artwork and is not obligated to maintain, repair, or remove it.



2.54.010 Disposal of Surplus and Abandoned Property

Proposed Change

- The City of Ashland Finance Department may transfer, trade, auction, or sell surplus or abandoned property to other City Departments, political subdivisions, state agencies, or nonprofit organizations, **or the general public.** However, ~~the~~ disposal of surplus property having residual value of more than \$10,000 shall be subject to **signatory authority limits, based on the residual value of the surplus, as adopted** by the Local Contract Review Board.

Reason for Change

Disposal of surplus property is handled by our Facilities and Fleet division; changing language to match the definition of "surplus property" provided in AMC 2.54.020; increase dollar value for efficiency and expediency.

Note, this section only applies to personal property and does not apply to real property.



2.62.030 Declaration and Ratification of Emergency

Proposed Change

Add new section (C):

"If the City Manager is unable to act due to absence or incapacity, then the duties shall be performed in the following order of succession:

- 1. Deputy City Manager**
- 2. Fire Chief**
- 3. Police Chief**
- 4. Emergency Management Coordinator**
- 5. Incident Commander(s)"**

Reason for Change

- Add a succession clause within Emergency Powers in the event the City Manager is incapacitated or absent.



6.04.020(B) Business Licenses; Definitions

Proposed Change

- Add definition for "kitchen" or "cooking facility."

Reason for Change

- The purpose of this definition amendment is to clearly distinguish between full kitchens or cooking facilities that enable independent living and incidental appliances or fixtures that do not. This clarity ensures consistent code compliance in determining when a space constitutes a separate dwelling unit. A similar amendment would be made to Chapter 18.



9.08.120(B) Nuisances; Trees – Hedges

Proposed Change

- B. No owner or person in charge of property shall allow to stand a dead or decaying tree that is a hazard to the public or to persons or property on or near the property, poses a fire hazard as determined by the Ashland Fire Marshall or designee, or harbors insects or diseases that constitute a potential threat to other trees within the city.

Reason for Change

- To empower Code Compliance to compel removal of dead trees where they are determined to pose a fire hazard or compel removal of insect infested trees that will otherwise compromise the health of the urban forest.

9.08.170(E)(3) Nuisances; Heat Pumps or Mechanical Devices

Proposed Change

- Exempt residential heat pumps and air conditioners from noise regulations if they're within their 25-year operating life and installed under a building permit.

Reason for Change

- In urban neighborhoods with small lots, homes are often in very close proximity to one another. Residential heat pumps and air conditioning units are not generally manufactured to meet the decibel limits in the noise ordinance, and compliance is often impractical or impossible even with baffled covers when houses are this close together. Since residential climate control is essential during both summer heat and winter cold, this amendment is intended to exempt residential heat pumps and air conditioners from noise regulations for the duration of their typical 25-year operating life, provided they were installed under a building permit, inspected, and continue to operate as designed.

TABLE 3



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13.16.035 Permission to Prune

Proposed Change

- Allow trees in public planting strips or public right-of-way to be pruned without a City-issued permit for the purpose of maintaining clearance requirements.

Reason for Change

- Empower Code Compliance and the Streets Division to compel removal of dead trees where they are determined to pose a fire hazard and to clarify that maintaining required street, sidewalk, and utility clearances for branches is an exempt activity.

TABLE 3



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14.12.030 Electric System – Regulations; Permanent Service

Proposed Change

- Remove much of the prescriptive language and replace it with a reference to the Electric Service Requirements (ESR) Manual.

Reason for Change

- Standards and requirements change over time and some of the current code language conflicts with the current requirements.



14.12.090(G) Electric Systems – Regulations; General Provisions

Proposed Change

- The City ~~may request permission to~~ **will** trim trees on private property if such trees, in the judgement of the City, create a hazard to electric service lines on the same or adjacent properties. ~~In the event such permission is refused, the property owner refusing permission shall be liable for all damages and costs that may result there from.~~

Reason for Change

- Oregon Public Utility Commission (PUC) requires that utilities follow the PUC vegetation management rules. Those rules now include maintaining minimum clearances around electric infrastructure within the utility's right-of-way.



14.12.092 Location of Meters

Proposed Change

- Add new sentence:
"Consult Electric Service Requirements Manual or contact the Electric Department with questions regarding meter locations."

Reason for Change

- The Electric Service Requirements Manual provides prescriptive details for meter location specific to property types (single family, multi-family, etc.).

1. Clean Legislative Text — AMC 3.08

EMPLOYEE RIGHTS, CONDUCT, AND EQUAL OPPORTUNITY**

Sections:

- 3.08.010 Purpose
- 3.08.020 Equal Employment Opportunity
- 3.08.030 Code of Ethical Conduct
- 3.08.040 General Employee Responsibilities
- 3.08.050 Anti-Retaliation
- 3.08.060 Consistency With Personnel System and Collective Bargaining

3.08.010 Purpose

The purpose of this chapter is to establish foundational standards that promote fairness, nondiscrimination, ethical conduct, and accountability throughout the City organization. These provisions set the expectations for all employees and complement, without duplicating, the Personnel System established in AMC 2.29 and any applicable collective bargaining agreements. This chapter shall be interpreted in a manner consistent with the City Charter, Council-adopted policies, and state and federal employment laws.

3.08.020 Equal Employment Opportunity

- A. The City shall provide equal employment opportunity to all applicants and employees without regard to protected class status as defined under Oregon and federal law.
- B. Employment practices—including recruitment, hiring, promotion, training, compensation, and discipline—shall be based on merit, qualifications, and job-related criteria.
- C. The City shall maintain an Affirmative Action policy consistent with state and federal guidelines and shall review such policy at least every two (2) years.
- D. Retaliation against any employee or applicant for exercising rights under this section is prohibited.

3.08.030 Code of Ethical Conduct

- A. All City employees shall conduct themselves with honesty, integrity, professionalism, and fairness in the performance of their duties.
- B. Employees shall avoid conflicts of interest, or the appearance of such conflicts, and comply with Oregon Government Ethics Law (ORS Chapter 244).
- C. Employees shall use City resources, property, and information only for authorized public purposes.
- D. Employees shall maintain confidentiality of protected or sensitive information as required by law.
- E. Violations of this section shall be addressed through the Personnel Rules or applicable collective bargaining agreement.

3.08.040 General Employee Responsibilities

- A. Employees shall comply with all federal, state, and local laws, the City Charter, the Ashland Municipal Code, Council-adopted policies, and all applicable administrative rules.
- B. Employees shall perform their duties with diligence, courtesy, respect, and in a manner that supports a positive and safe working environment.
- C. Employees shall promptly report suspected violations of law, misuse of public funds, safety hazards, or unethical conduct to their supervisor, Human Resources, the City Attorney, or the City Manager.
- D. Supervisors shall ensure fair and consistent application of policies, including corrective action processes.

3.08.050 Anti-Retaliation

- A. The City shall not retaliate against any employee who reports, in good faith, suspected violations of law, policy, or ethical standards.
- B. Reports may be made confidentially to Human Resources, the City Attorney, the City Manager, or directly to the Mayor or Council Chair.
- C. Allegations of retaliation shall be investigated promptly and, where appropriate, reviewed with the City Council in executive session consistent with ORS 192.

3.08.060 Consistency With Personnel System and Collective Bargaining

- A. This chapter does not supersede the Personnel System in AMC 2.29 or any collective bargaining agreements established under ORS Chapter 243.
- B. If a conflict arises, negotiated agreements shall govern for represented employees and AMC 2.29 shall govern for non-represented employees.
- C. Nothing in this chapter limits the authority of the City Council under the Charter to set policy or to ensure accountability and fairness in the administration of the City.

2. Table — Why Each Retained Element Should Stay

Retained Section	Why It Should Stay (Legal, Charter, and Policy Rationale)
Purpose	Establishes policy intent; frames employee expectations; harmless and stabilizing.
Equal Employment Opportunity	Required by federal law (Title VII), Oregon law (ORS 659A), and best practice; preserves nondiscrimination expectations.
Code of Ethical Conduct	Aligns with ORS 244; preserves public trust obligations; avoids embedding operational rules.
General Employee Responsibilities	Charter-consistent expectations on conduct; not operational; clarifies baseline duties without directing management tactics.
Anti-Retaliation	Strengthens compliance with ORS 659A.199–230; fits within Council’s oversight role; complements whistleblower protections in 2.29.
Consistency Clause	Prevents conflict with 2.29 and CBAs; provides legal clarity; protects City from grievances or PERB issues.

High-level takeaway:

These sections describe *values and protections*, not *management procedures*, and therefore belong in Title 3. They create a stable policy foundation without interfering with City Manager operations or contradicting the Charter.

3. Table — Sections Removed + Why They Should Be Removed

Removed Former Section	Why Removal Is Appropriate / Legally Sound
Classification Plan (old 3.08.050)	Fully moved to the new AMC 2.29; classification is operational and properly under Personnel System.
Affirmative Action Procedures (old 3.08.060)	The <i>policy</i> remains (in 3.08.020); the <i>procedures</i> belong in Personnel Rules or HR Admin Manual, not Code.
Pay & Compensation Rules (old 3.08.070)	Overlaps with budget law, CBAs, and 2.29; should not be in Title 3 to avoid bargaining conflicts.
Benefits Administration (old 3.08.080)	Purely administrative; legally must be consistent with CBAs and external law; better placed in Personnel Rules.
Variances (old 3.08.090)	Unnecessary and too process-specific; creates procedural traps; better to eliminate entirely.
Detailed Discipline/Discharge (old 3.08.100)	High-level framework now lives in 2.29; detailed items belong in Personnel Rules to avoid due process conflicts.
Detailed Grievance Procedures (old 3.08.110)	Process belongs in Personnel Rules or CBAs; code-level detail conflicts with state bargaining law.
Hours & Outside Employment (old 3.08.120)	Administrative; handled in Personnel Rules; unnecessary for code.
Promotions/Demotions (old 3.08.130)	Should not be codified; belongs in merit rules and HR policies.
Leave Policies (old 3.08.140)	Must flex frequently due to state/federal law changes (e.g., OFLA, FMLA); should not be in code.
Termination Rules (old 3.08.150)	Legal risk if codified; better left to Personnel Rules and HR/Legal oversight.

High-level takeaway:

Everything removed is **procedural, operational, or HR-administered**, not policy-level. None are required by the Charter. None strengthen Council oversight. Removing them is legally safer and cleaner.

TITLE 1 — GENERAL PROVISIONS

(Reserved Chapter (Unreserve) — Modernized Framework)

CHAPTER 1.01 — CODE GOVERNANCE

1.01.010 Purpose and Authority

- A. The Ashland Municipal Code ("AMC") is adopted pursuant to the authority granted to the City Council under the City Charter and the Constitution and laws of the State of Oregon.
- B. The AMC serves as the codified body of all duly enacted ordinances of the City of Ashland.
- C. The provisions of this Code must be interpreted consistent with the City Charter. Where conflict exists, the Charter governs.
- D. The Council retains full legislative authority unless expressly limited by the Charter or State law.

1.01.020 Codification and Biennial Maintenance

- A. The City Recorder shall maintain the official versions of the Ashland Municipal Code, Council Resolutions, and Administrative Rules.
- B. The AMC shall be reviewed and updated on a biennial cycle aligned with the City's biennial budget process.
- C. Departments may identify outdated, conflicting, or obsolete sections and submit recommended changes to the City Attorney and City Recorder.
- D. The City Attorney may prepare a modernization report for Council review identifying technical corrections, conflicts, recommended repeals, and harmonization needs.
- E. Ordinances adopted by Council shall be codified within sixty (60) days of adoption unless otherwise directed by Council.

1.01.030 Administrative Rules and Council Review

- A. The City Manager may adopt administrative rules necessary to implement ordinances, provided such rules do not establish new fees, penalties, programs, obligations, or policy choices reserved to the Council.
- B. Administrative rules shall be consistent with the AMC, the Charter, and Council-adopted policies.
- C. Newly proposed or amended administrative rules shall be transmitted to the City Council in

writing at least thirty (30) days prior to taking effect.

D. The Council may rescind or modify an administrative rule by motion before the effective date if the rule is found inconsistent with or in violation of State law, the City Charter, or Council-adopted ordinances or resolutions.

E. Administrative rules shall be publicly posted and maintained in a central online repository by the City Recorder.

1.01.040 Interpretations

A. Where ambiguity or conflict arises in the AMC, the City Council is the final interpreter of municipal law unless otherwise directed by State statute or the City Charter.

B. Departments may issue internal operational guidance, but such guidance is not binding and may not modify or reinterpret the AMC.

C. Requests for formal interpretation may be submitted to the City Recorder by any elected official, department director, or member of the public.

D. Formal interpretations issued by Council shall be recorded and maintained with the AMC.

1.01.050 Publication and Version History

A. The City Recorder shall publish the Ashland Municipal Code, Council Resolutions, and Administrative Rules online in a searchable, publicly accessible format.

B. Historical versions of ordinances, resolutions, and administrative rules shall be maintained to ensure transparency and legal traceability.

C. Amendments shall be clearly marked with the adopting ordinance or resolution number and effective date.

D. The Recorder shall ensure that the most current and authoritative versions of the AMC, Council Resolutions, and Administrative Rules are publicly available.

1.01.060 Continuity of Existing Powers

A. All enforcement authority existing prior to the adoption of this Chapter remains in effect unless expressly modified or repealed by ordinance.

B. Municipal Court jurisdiction is preserved and continues uninterrupted.

C. The City Manager shall continue to administer and enforce ordinances during and following code modernization.

D. Nothing in this Title may be construed to diminish powers granted to the Council or Mayor under the City Charter.

COUNCIL-READY ARGUMENT AGAINST DELETION OF AMC 3.08

1. The proposal relies on an overly broad interpretation of City Manager authority

The City Attorney's proposal assumes that because the City Manager supervises employees (Charter Article VIII-A, Section 4.4), *all personnel policy* belongs exclusively to the City Manager. This is **not legally supported**.

Two distinct categories exist under the Charter:

A. Governance-level personnel policy — Council authority

- Establishing a personnel system
- Rulemaking processes
- Classification frameworks
- Compensation structures tied to the budget
- Grievance structures
- Oversight, reporting, and transparency standards
- Whistleblower protections
- Non-represented employee appeal rights

These fall under **Article VIII, Section 1**, which vests *all powers of the City in the Council* unless expressly stated otherwise.

Nothing in the Charter removes personnel policy from the Council.

B. Operational personnel management — City Manager authority

- Hiring

- Supervision
- Daily discipline
- Evaluation
- Workplace management
- Implementation of personnel rules

These are the City Manager's domain under **Article VIII-A, Section 4**.

Deleting 3.08 collapses these two legally separate roles into one, contrary to Charter division of powers.

2. The Charter explicitly gives Council the authority to create personnel structures

Article XIII — Appointive Officers Clause

"The Mayor, with confirmation by the Council, shall appoint a City Manager, a City Attorney, **and such other officers as the Council deems necessary.**"

This clause is the legal foundation for:

- defining the Personnel System
- designating officers
- placing HR/Risk under Legal
- structuring personnel oversight
- establishing systems for reporting and accountability

Personnel policy is **clearly within the scope of governance** contemplated by Article XIII.

Eliminating the chapter removes Council's Charter-granted discretion to define essential officer structures.

3. Deleting the chapter transfers legislative authority to the City Manager — which is prohibited

Article VIII, Section 1

All powers belong to the Council unless expressly delegated.

Article IX, Section 1

Council enacts and maintains ordinances governing City operations.

Article VIII-A, Section 4.3

The Manager **administers and enforces** ordinances — but does **not** create policy.

By deleting 3.08 entirely:

- Personnel governance is no longer defined in ordinance
- Personnel rules become purely administrative edicts
- There is no mechanism for Council oversight
- Personnel rulemaking timelines disappear
- Grievance pathways disappear
- Transparency requirements are removed

This would allow administrative rules to become **de facto laws**, which contradicts the Charter's separation of powers.

4. Eliminating personnel policy contradicts state and federal compliance requirements

Cities must maintain systems that ensure compliance with:

- Oregon civil service principles
- Oregon Pay Equity Act
- BOLI rules
- FLSA
- ADA
- Title VII
- OSHA requirements
- Whistleblower protections

These obligations require **codified procedural safeguards**, not informal administrative practice.

Deleting the chapter removes the legal framework necessary for compliance.

It increases risk of:

- labor law violations
- pay equity challenges
- discrimination claims
- whistleblower retaliation allegations
- wrongful termination suits

Council has an affirmative duty to avoid these risks.

5. Deleting the chapter creates legal and operational instability

Eliminating AMC 3.08:

- Leaves no personnel rule adoption process
- Eliminates grievance structures
- Removes protections for employees
- Leaves pay equity and classification plans unanchored
- Confuses the hierarchy between Council policies and administrative rules
- Creates ambiguity over reporting and accountability

This creates a system where:

each new administration may rewrite internal policy without public process, notice, or Council knowledge.

That is the opposite of what the Charter intends for municipal governance.

6. The deletion undermines accountability by removing transparency structures

Current and proposed modernization structures (such as in your rewritten 2.29):

- require public posting of rules
- mandate reporting timelines
- ensure grievance and disciplinary transparency
- require Council notification of rule changes
- formalize employee protections
- standardize processes

Deleting the chapter removes **every one** of these systems.

The City Attorney's proposal yields:

- less transparency
- less oversight
- less consistency
- fewer safeguards
- more administrative discretion with no checks

This is the opposite direction of modernization.

7. A Charter-consistent pathway already exists: move personnel governance into 2.29

You are already proposing:

- Moving personnel governance to a new Chapter 2.29
- Eliminating obsolete operational language from Title 3
- Keeping only governance-level provisions in Code
- Preserving City Manager authority while reinforcing transparency

This is precisely the **Charter-compliant** approach.

It achieves modernization without deleting critical personnel policy.

AMC 2.04 — CITY COUNCIL

2.04.010 Authority

A. Oregon Revised Statutes, the City Charter, the Ashland Municipal Code, and the Council's adopted Rules and Procedures govern the meeting requirements and actions of the Council.

B. These operating policies and procedures are established and adopted under the authority granted in the Ashland City Charter, Article VIII, Sections 1 and 3.

C. *Robert's Rules of Order, Newly Revised* shall be the authority for deciding any questions on meeting requirements and actions not covered by this chapter, Council Resolution, or Oregon Revised Statutes.

D. Failure to strictly follow the rules in this chapter or *Robert's Rules of Order, Newly Revised* shall not be cause to void or otherwise disturb a decision or action of the Council.

E. Charter provisions may be suspended or repealed only by a vote of the people. Rules on meeting procedures in *Robert's Rules of Order, Newly Revised*, the Ashland Municipal Code, and Council Resolutions may be suspended temporarily upon a motion that is seconded and passed by a two-thirds vote. Such a motion is not debatable or amendable.

2.04.020 Meetings of the Council

A. The City Council shall hold regular meetings at least twice monthly at times and places established by Council resolution.

B. Meetings may be conducted in person, electronically, or in hybrid format, provided public access and participation are preserved consistent with Oregon Public Meetings Law.

C. Special meetings may be called by the Mayor, the City Manager, or any three Councilors with at least twenty-four (24) hours' notice, except in emergency circumstances.

D. All meetings shall be recorded and posted publicly within seven (7) business days of adjournment.

E. Special presentations shall be reserved for Study Sessions only.

2.04.030 Agenda Preparation and Council Requests

A. The City Manager shall prepare the agenda in consultation with the Mayor and Council leadership.

B. Any two (2) Councilors may jointly request in writing that an item be placed on a future agenda within thirty (30) days of submission.

- C. Any three (3) Councilors may jointly request in writing that an item be placed on the next regularly scheduled meeting agenda.
- D. The City Manager shall provide written justification for deferring or declining any requested item, which the Council may override by majority vote.
- E. Agendas and packets shall be publicly posted no fewer than five (5) business days prior to the study session or business meeting respectively, unless otherwise authorized for emergencies.
- F. All relevant information, staff reports, and presentations related to agenda items must be included in the published packet.
- G. If a presentation or report will not be completed in time for publication, the City Manager shall inform the full Council in writing of the reason for delay. The presentation may be distributed when completed but must be provided to the Council and posted publicly at least twenty-four (24) hours before the public meeting. If this deadline cannot be met, the related agenda item shall be postponed to a later meeting.

2.04.040 Conduct of Meetings

A. Quorum

As provided in Article VIII, Section 4 of the City Charter, four (4) Councilors, or the Mayor and not less than three (3) Councilors, constitute a quorum. If the Council members present do not constitute a quorum, the members present may adjourn or a majority of the members in attendance may direct staff to notify the absent members—except those known to be unavoidably detained—that their presence is required to enable the Council to proceed with business.

B. Rules and Decorum

- B. The Council shall adopt Rules of Procedure by resolution consistent with this Title and Oregon Public Meetings Law.
- C. Members shall maintain decorum, professionalism, and respect during all proceedings.
- D. Repeated violations of decorum may result in censure by majority vote of the Council.
- E. The presiding officer shall maintain order, ensure equitable participation, and manage public input consistent with adopted Rules of Procedure.
- F. The Council shall not impose time limits on Council deliberation except by unanimous consent of the Councilors present.
- G. Public forum shall be limited to fifteen (15) minutes unless extended by unanimous consent. The presiding officer may manage speaker order and time allocation within the fifteen-minute period to ensure broad participation.

C. Public Hearings and Ordinance Readings

H. Public hearings shall be conducted consistent with Council Rules of Procedure and applicable law.

I. Ordinances may be read by title only if consistent with Article X of the City Charter.

2.04.050

(Stricken)

2.04.060 Identification of Fiscal Impact of Policy Decisions

A. When the City Council adopts a program or policy, it shall indicate how it expects that program or policy will be funded. If the Council cannot reasonably identify a potential funding source, it shall so indicate.

B. "Program or policy with significant revenue implications" includes an ordinance or resolution in which implementation may entail expenditures in excess of 1.5% of the City's annual General Fund budget and may require increased or new taxes or fees.

C. This section does not apply to extraordinary expenditures necessitated by public emergencies.

2.04.080 Conduct with City Employees

A. Councilors may make inquiries of staff to increase understanding. Requests requiring significant staff time (two hours or more) shall be directed to the City Manager and must be approved by the Mayor, City Manager, City Attorney, or by majority vote of the Council.

B. Written information distributed to any member of the Council, Mayor, City Manager, City Attorney, or staff shall be shared with all Councilors with notation of who requested it.

C. Councilors shall respect the separation between policy-making and administration. Councilors shall not direct or pressure staff, interfere with work performance, undermine supervisory authority, or limit Council options. This does not limit Council's authority to evaluate the City Manager or City Attorney.

D. The Mayor and Councilors should strive not to criticize any person in public meetings or public electronic communication. Disagreements should focus on policy content. Nothing limits the right to report wrongdoing.

E. Concerns about staff performance shall be directed to the Mayor, City Manager, or City Attorney.

2.04.090 Commissions and Boards

- A. The City Council may establish commissions, committees, and boards by ordinance or resolution.
- B. Unless otherwise provided, all advisory bodies are governed by AMC 2.13.
- C. The list of individual commissions shall be codified within their respective chapters in Title 2.
- D. Removal of members shall follow the standard removal process applicable to all committees.

AMC 2.28 — CITY MANAGER AND ADMINISTRATIVE ORGANIZATION

2.28.010 Purpose and Scope

A. This chapter establishes the executive and administrative organization of the City, including the authority of the City Manager, the creation and governance of administrative departments, and the appointment, oversight, and accountability of Department Directors.

B. This chapter shall be interpreted consistent with:

1. AMC Title 1 (Code Governance and Administrative Rulemaking),
2. AMC 2.04 (City Council),
3. AMC 2.29 (Personnel System), and
4. The City Charter, including Articles VIII (Council), VIII-A (City Manager), IX (Special Powers of the Council), X (Ordinances), and XIII (Appointive Officers).

C. Executive powers established herein shall be exercised to faithfully implement City Council policy while maintaining transparency, accountability, public accessibility, and the Council's ultimate legislative authority.

2.28.020 Office of the City Manager

A. The City Manager is the chief administrative officer of the City and is responsible for executing the policies, ordinances, and directives adopted by the City Council.

B. The City Manager shall supervise and administer all City departments, employees, and operations except where the Charter or this Code assigns supervision elsewhere.

C. The City Manager shall not establish, revise, or supersede public policy. Legislative and policy-making authority is reserved exclusively to the City Council under Charter Articles VIII and X.

D. The City Manager shall comply with the rulemaking, publication, and review requirements of AMC 1.01.030 and shall maintain a publicly accessible administrative rule registry in coordination with the City Recorder.

2.28.030 Powers and Duties of the City Manager

A. Enforce and administer all ordinances, regulations, administrative rules, and contracts of the City.

B. Prepare and submit to the City Council:

1. The proposed biennial budget and long-range financial projections;
2. An annual **State of City Administration Report** within ninety (90) days of fiscal year end;
3. Quarterly written reports addressing operations, finances, performance metrics, interdepartmental initiatives, and administrative rule activity.

C. Ensure all administrative rules are transmitted to the Council for potential modification or rescission under AMC 1.01.030.

D. Appoint, discipline, and remove City employees in accordance with AMC 2.29 (Personnel System).

E. Provide timely responses to public inquiries and maintain transparent communication consistent with Title 1.

F. The City Manager shall **not create, eliminate, or reorganize** City departments without City Council approval by ordinance or resolution.

2.28.040 Administrative Departments

A. Administrative departments shall be established by ordinance or resolution to perform governmental and operational functions.

B. The following are core departments of the City:

1. Police Department

2. Fire and Rescue Department
3. Public Works and Engineering Department
4. Community Development Department
5. Innovation and Technology Department
6. Legal and Human Resources Department
7. Finance Department

C. Department Directors shall be appointed by the City Manager and confirmed by the City Council unless otherwise provided by this chapter or the Charter.

D. The Legal and Human Resources Department shall be led by the City Attorney, who is appointed by and reports directly to the City Council under Charter Article XIII.

1. The Human Resources Division shall operate under the supervision of the City Attorney.
2. The City Manager shall not interfere in personnel investigations, disciplinary proceedings, or labor relations conducted under the authority of the City Attorney.

E. The Finance Director is a Council-appointed officer who reports directly to the City Council and shall provide independent financial oversight consistent with Charter Articles VIII and XIII.

F. Each Department Director shall implement Council policy and administer day-to-day operations consistent with the Charter, the AMC, and administrative rules adopted pursuant to Title 1.

2.28.050 Director Appointments, Removal, and Recruitment

A. The City Manager may remove or discipline a Department Director for cause and shall notify the City Council immediately in writing.

B. All appointments and removals shall comply with the Charter, Council policies, and employment laws.

C. Director recruitment shall be competitive, publicly posted, merit-based, and consistent with equal-employment requirements.

D. The City Manager shall notify the City Council immediately upon appointing an Interim Director.

E. An Interim Director may be appointed permanently only after an open recruitment process, unless the City Council approves permanent appointment by majority vote.

F. Council confirmation is required as a safeguard to ensure qualifications, ethics, and suitability for public service.

2.28.060 Interdepartmental Coordination

A. Departments shall collaborate in implementing City objectives, including emergency management, sustainability, economic development, and public communication.

B. The City Manager shall coordinate interdepartmental initiatives and report significant actions to the City Council.

C. Departmental coordination shall align with Title 1 transparency, reporting, and publication requirements.

2.28.070 Reporting and Accountability

A. Each Department Director shall submit quarterly reports to the City Manager addressing:

1. Operations and service levels;
2. Staffing and training;
3. Expenditures and variances;
4. Progress toward Council-adopted goals;
5. Policy recommendations requiring Council consideration.

B. The City Manager shall compile and present a consolidated administrative report to the City Council at least semi-annually.

C. The Finance Director shall prepare two-, four-, and six-year financial forecasts and provide them as part of the biennial budget and at Council direction.

D. The City Council may require additional reports, audits, or reviews by motion or resolution.

2.28.080 Council Oversight and Performance Evaluation of the City Manager

A. The City Council shall conduct an annual performance evaluation of the City Manager in a format established by Council resolution.

B. Evaluation criteria shall include leadership, communication, fiscal stewardship, adherence to Council direction, and administrative management.

C. The Council may conduct special performance reviews by majority vote.

D. Evaluation sessions shall comply with ORS 192 regarding executive sessions.

E. Final actions, including any changes to compensation or contract terms, shall occur only in public session.

2.28.090 Council–Staff Communications

A. Councilors shall request information or staff support through the City Manager or through a City Manager-designated liaison.

B. The City Manager shall ensure timely and complete access to staff expertise and information with no unreasonable delay.

C. No individual Councilor may direct staff except by Council action or through the City Manager.

2.28.100 Temporary Absence or Vacancy

A. During temporary absence or disability, the City Manager shall designate an Acting City Manager in writing and notify the City Council.

B. If the office becomes vacant, the City Council shall appoint an Interim City Manager within thirty (30) days, with authority defined by Council resolution.

C. No Acting or Interim City Manager may adopt, amend, or repeal administrative rules or make permanent personnel changes without City Council approval.

2.28.110 Ashland Parks and Recreation Department

(This section preserves the structure and content of the 2025 reforms but integrates them into this chapter.)

All provisions of AMC 2.28.600–2.28.660 shall remain in full force and are incorporated by reference as the Parks and Recreation governance framework. The Parks Director, Parks Commission, and all associated operational and strategic relationships shall function consistent with those adopted provisions, the City Charter, and the requirements of this chapter.

AMC 2.29 — PERSONNEL SYSTEM

2.29.010 Purpose and Scope

A. A personnel system is hereby established to ensure fair, transparent, and merit-based employment practices for all City employees consistent with Oregon law, the City Charter, and Title 1 of the Ashland Municipal Code.

B. This chapter governs recruitment, selection, classification, compensation, performance evaluation, discipline, grievance procedures, personnel rulemaking, and workforce accountability.

C. Nothing in this chapter shall infringe upon collective bargaining rights under ORS Chapter 243 or supersede provisions of any collective bargaining agreement.

2.29.020 Administration of the Personnel System

A. The City Manager shall administer the personnel system subject to Council oversight under this chapter.

B. The Legal Department, under the supervision of the City Attorney, shall oversee Human Resources and Risk Management functions to ensure compliance with state and federal employment law, protection of personnel confidentiality, and independence from managerial conflicts of interest.

C. The City Manager and City Attorney shall coordinate on personnel investigations, disciplinary matters, and legal compliance, without diminishing the City Manager's appointing authority under the Charter or AMC 2.28.

2.29.030 Personnel Rules

A. The City Manager shall prepare and maintain written Personnel Rules consistent with this chapter, Council policy, and applicable law.

B. The Personnel Rules shall be adopted by Council resolution and publicly posted.

C. Amendments to the Personnel Rules shall take effect thirty (30) days after notice to Council unless rescinded or modified by Council motion during the notice period.

D. The Personnel Rules shall include, at minimum:

1. recruitment and hiring procedures;

2. equal employment opportunity and nondiscrimination policies;
3. classification and compensation procedures;
4. performance evaluation standards;
5. progressive discipline guidelines;
6. grievance and appeal procedures;
7. workplace safety, conduct, and training requirements;
8. whistleblower and anti-retaliation protections.

2.29.040 Classification and Compensation

A. The City Manager shall maintain a comprehensive classification plan for all non-represented positions.

B. Any changes to classification structures, salary schedules, or benefit policies with fiscal impact shall require Council approval as part of the biennial budget or by separate resolution.

C. Pay equity and market comparability analyses shall be conducted at least once every six (6) years and summarized in the biennial budget presentation.

D. The Personnel Rules shall include procedures for reclassification requests, position audits, and salary adjustments.

E. The City Manager shall publish, as part of the annual Workforce Accountability Report, an organizational structure and headcount summary comparing staffing to budgeted positions and citywide operational needs.

2.29.050 Recruitment and Hiring

A. Recruitment and selection shall be based solely on merit, qualifications, and job-related criteria.

B. Job announcements shall be publicly posted, and recruitment efforts shall strive for diversity, equal opportunity, and broad applicant outreach.

C. All employment offers shall be made in writing and identify the position title, salary range, and reporting structure.

D. Background, reference, and credential checks shall be conducted consistent with applicable law.

2.29.060 Performance Evaluation

- A. Each employee shall receive at least one written performance evaluation annually.
- B. Evaluations shall include clear goals, performance metrics, and professional development plans.
- C. Department Directors shall certify completion of evaluations to the City Manager.
- D. The City Manager shall report annual evaluation completion rates to the Council as part of the State of City Administration Report.

2.29.070 Discipline and Grievance Procedures

- A. Discipline shall be applied consistently and progressively based on the nature and severity of misconduct.
- B. Employees shall receive written notice of the grounds for proposed disciplinary action and an opportunity to respond before final action is taken.
- C. Grievances may be appealed through procedures established in the Personnel Rules or applicable collective bargaining agreement.
- D. Final grievance decisions for non-represented employees may be reviewed by a neutral hearing officer as provided in the Personnel Rules.
- E. The Council may review grievance outcomes only for policy compliance and legal sufficiency and only in executive session consistent with ORS 192.

2.29.080 Whistleblower and Retaliation Protections

- A. The City shall not retaliate against any employee who reports suspected violations of law, misuse of funds, gross mismanagement, or other misconduct.
- B. Reports may be made confidentially to the City Manager, Human Resources, the City Attorney, or directly to the Mayor or Council Chair.
- C. Retaliation allegations shall be investigated promptly, and findings shall be reported to the Council in executive session consistent with ORS 192.
- D. Confidentiality protections and reporting procedures shall be detailed in the Personnel Rules.

2.29.090 Workforce Accountability Reporting

A. The City Manager shall prepare an annual Workforce Accountability Report summarizing:

1. staffing levels, organizational structure, and headcount;
2. turnover, retention, and diversity statistics;
3. training and professional development activity;
4. the number and general outcomes of grievances and disciplinary actions;
5. personnel policy changes and compliance audits.

B. The report shall be presented to the Council in public session and posted on the City's website.

2.29.100 Employee Records and Confidentiality

A. Personnel records shall be maintained consistent with ORS 652, ORS 192, and applicable federal law.

B. Access to personnel files shall be limited to authorized individuals in accordance with the Personnel Rules.

C. All records shall be retained, stored, and disclosed consistent with City records retention schedules and public records law.

2.29.110 Relationship to Collective Bargaining Agreements

A. For represented employees, negotiated collective bargaining agreements govern where conflicts arise between this chapter and contract terms.

B. Where this chapter provides greater transparency or procedural safeguards, the City shall honor the collective bargaining agreement while ensuring compliance with State law.



SPEAKER REQUEST FORM

Study Session

Submit this form to the meeting Secretary prior to the discussion item.

- 1) You will be called forward when it is your turn to speak
- 2) State your name and speak clearly into the microphone
- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date: 11/17/25, I have a pre-existing appointment & can't stay for agenda item. Please include my comment in meeting record.

Name: (Please Print) Cate Hartzell

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Update on Prohibited Camping Enforcement. ~~As presented~~ (see other side)

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

The item described in Council Packet was vague and failed to adequately describe the question or proposed change being considered. I realize this is a Study Session at which decisions aren't made. To be transparent, Council Packets need more explanation.

It appears that C.O.A. seems to think HB 3115 and court decisions frame a particular geographic/jurisdictional area w/in which governments can meet their legal obligation to regulate sleeping/camping of unhoused residents. I'd like that specific area to be articulated by C.O.A.

The agenda material appears to map areas w/in town where camping will be allowed. Please be specific about whether that's what C.O.A. is doing.

The numbers given for citations at Night Lawn were presented with inadequate framing to honestly represent the fact that the area has high police patrol and concentrates some of the highest-need homeless community. At least one citation was given to person in parking lot, which Chief said is not Night Lawn property.

I remain deeply disappointed and disgusted by Council's and APD's capacity to grapple with issues around the unhoused.

2



SPEAKER REQUEST FORM

Study Session

Submit this form to the meeting Secretary prior to the discussion item.

- 1) You will be called forward when it is your turn to speak
- 2) State your name and speak clearly into the microphone
- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date: Nov 17 2025

Name: (Please Print)

Debbie Neisewander

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Nite Lawn

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

Info Obtained from APD Blotter Reports

20) Property (1)(1)(1)(6)(4)(4)(0)(3)

No Info (30)

(1) Jan 25-153 (ORD)
(3) Feb 25-254 (ASSTAP) 25-266 (ORD) 25-270 (BITEP)
(6) March 25-466 (ASSTPP) 25-469 (ORD)*
25-476 (All Other Offenses) 25-481 (ORD)*
25-486 (LLAWS) 25-493 (ORD)
(2) April 25-584 (ORD) 25-656 (ASSTAP)
(3) May 25-846 (ORD) 25-851 (ORD) 25-583 (ASSTPP)
(5) June 25-910 (ORD) 25-942 (ORD) 25-975 (SUSP)
25-995 (ORD) 25-1036 (ORD)
(5) July 25-1123 (Redacted) 25-1171 (ASSTAP)
25-1195 (FOOTP) 25-1220 (Assist Law Enforce.)
25-1221 (ORD)
(5) August 25-1412 (ORD) 25-1444 (ORD) 25-1463 (ORD)
25-1466 (Redacted) 25-1524 (ORD)

Summary
(ORD 17)

No Info

ASSTAP (3) ASSTPP (2) Redacted (2) LLAWS (1)
FOOTP (1) SUSP (1) BITEP (1) All Other Offenses (1)
Assist Law Enforcement (1)
~~Unit Court Records~~

Nite Lawn 2025

Prohibited Camping (17) Jan-Aug

Jan (5) Feb (0) March (7) Apr (4) May (0)
June (1) July (0) Aug (0)

Arrests

	J	F	M	A	M	J	J	A
(17) Warrants	(4)	(3)	(1)	(3)	(3)	(1)	(1)	(1)
(6) Trespass	(0)	(0)	(0)	(1)	(3)	(2)	(0)	(0)
(3) DOC	(0)	(0)	(1)	(0)	(1)	(1)	(0)	(0)

Violations

- (3) Scattering Rubbish March (1) April (2)
- (4) Prohibited Use Marijuana April (2) June (2)
- (1) Open Container June (1)
- (1) Dangerous Animal (1) Feb
- (1) Dog Control Req'd (1) March
- (1) Parking Prohibited March (1)
- (1) Loitering in Public Parking Lot May (1)



SPEAKER REQUEST FORM

Study Session

Submit this form to the meeting Secretary prior to the discussion item.

- 1) You will be called forward when it is your turn to speak
- 2) State your name and speak clearly into the microphone
- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date:

11/17/2025

Name: (Please Print)

JOSEPH W. PEOLE

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

CODE ENFORCEMENT 2A

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

Item 1



SPEAKER REQUEST FORM

Study Session

Submit this form to the meeting Secretary prior to the discussion item.

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- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date:

11-17-25

Name: (Please Print)

SUSAN PECK

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

II a. ordinance

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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City Council Study Session
November 17, 2025, 5:30 p.m.

Good evening,

We are Susan and Joseph Peck and we live within the city limits. We would like to recommend an amendment to the municipal code.

Under **9.08.170 Nuisances/Unnecessary Noise, General Provision B 2** and **3** cite how noises in a residential area may cause "unreasonable disruption" when its occurrence is "unusual in time". Also cited in this ordinance unreasonably loud animal noises in **General Provision D 2** as a violation. **D 9** cites noises in residential areas between 10:00 p.m. and 7:00 a.m. which disturb the quiet of reasonable persons with ordinary sensitivities.

Under another ordinance, **9.16.070 Nuisance - Dogs, Public Nuisances, General Provision A 8** notes excessive barking as a public nuisance unless the barking is caused by presence of cats or predatory animals. The time of day is not noted in this provision, allowing for the dog to excessively make noises which would include the middle of the night when most citizens sleep.

Our recommendation is to amend **9.16.170 Section A 8** to note that while it is understood the typical behavior of a dog is to bark at a cat or predator, we believe the verbiage of "between the hours of 10:00 p.m. - 7:00 a.m." as noted in **D 9 of 9.08.170** should also be applied here so there would be no ongoing barking to disturb peace and comfort of the residential area when most citizens sleep.

Thank you for your time.

Item 2

SPEAKER REQUEST FORM

Study Session

Submit this form to the meeting Secretary prior to the discussion item.



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- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date:

11/17/25

Name: (Please Print)

LWDA ADAMS

Ashland Resident:



YES



NO

City:

Agenda Topic/Item Number:

Update on prohibited camping

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

**ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, November 18, 2025**

EXECUTIVE SESSION 5:00 PM

- a) To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2)(d).
- b) 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 DuQuenne, Dahle, Kaplan, Hansen and Sherrell were present. Staff present were Sabrina Cotta, Johan Pietilla, Alissa Kolodzinski, Molly Taylor, and Brandon Goldman.

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
Bryn Morrison	Deputy Finance Director
Molly Taylor	Human Resources Director
Chad Woodward	Climate and Energy Analyst

Graham called the meeting to order at 6:08 p.m.

- a. Land Acknowledgement**

DuQuenne read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Sherrell led the pledge of allegiance.

III. ROLL CALL

IV. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

Graham announced that the annual work plan updates and new work plans for citizen advisory committees will be presented at the mid-December study session. Interested citizens were encouraged to apply for committee vacancies listed on the city website.

V. APPROVAL OF MINUTES

- a. Minutes of the November 3, 2025 – Study Session Meeting
- b. Minutes of the November 4, 2025 – Business Meeting
- c. Minutes of the July 19, 2022 – Business Meeting
- d. Minutes of the August 2, 2022 – Business Meeting

Dahle moved to approve accept the minutes of November 3, 2025, November 4, 2025, July 19, 2022, and August 2, 2022. Kaplan seconded the motion.

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

VI. CONSENT AGENDA

- a. Appointment of Audit Committee Members

Dahle moved to approve the consent agenda. Hansen seconded the motion.

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

VII. SPECIAL PRESENTATIONS

- a. Finance Update – Fourth Quarter FY26

Morrison presented the first quarter financial statements for fiscal year 2026, covering the period ending September 30, 2025, representing approximately 25% of the fiscal year (see attached). Revenues were tracking as anticipated with a 4.7% increase from the prior year, primarily due to increases in the public safety support fee, wildfire reduction fee, and the creation of the parks fee. Food and beverage tax and transient lodging tax for the quarter were not due until October 31, so they were not reflected in this report. Property taxes, usually collected in November, and license/permit activity were lower than last year. Intergovernmental revenue rose due to parks grants, an opioid settlement, and a BPA conservation reimbursement. Charges for services saw a 5% rise with expected rate increases. Investment interest declined from last year but stayed above historic levels.

Expenditures matched expectations, with personal services at 22.3% and materials at 26.7% of the budget. A significant expenditure change was the debt service reduction following the payoff of the AFN loan last fiscal year. The city's overall net position was \$80.4 million, down from \$82.7 million the previous year. The general fund stood at \$10.1 million, aligning with the adopted budget, and the electric fund was \$7.7 million, down from \$9.2 million due to ongoing utility account issues.

Councilors asked about the capital improvement fund having a negative ending fund balance due to cost overruns from the Community Center and Pioneer Hall projects. Morrison indicated they would need to transfer approximately \$200,000 from the general fund, which would be brought to Council in December. An update on the Low-Income Energy Assistance Program indicated that 384 customers now receive a 30% discount on their utility bills, with \$29,000 of the \$283,000 allocated distributed by September's end.

Councilors asked about addressing the capital improvements fund deficit, audit status, and ending fund balances. Morrison recommended transferring from the general fund contingency for the deficit, as other funds couldn't cover it. The audit was nearing completion, with a presentation to Council expected in December. No concerns have been identified. Ending fund balances comply with set policies and the general fund will continue to be monitored. Clarification that the next quarterly update will be in the joint conversation with Parks after the new year.

VIII. PUBLIC FORUM –

Citizens addressed concerns regarding how the 2025-2027 biennial budget process was handled, and the loss of police blotter reports and restrictions on occupancy adjacent to the night lawn.

IX. PUBLIC HEARING

- a. First Reading of Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32*

Kolodzinski presented the proposed changes to the liquor license review process. Updates included a clearer purpose and scope, clarification of differences between temporary and annual permits, an outline of the review and approval process, specific requirements for businesses to receive favorable recommendations, and authorization for the city manager to sign annual applications. The changes were expected to facilitate faster turnaround time for business owners.

Public Hearing Open

No speakers

Public Hearing Closed

Kaplan moved to approve the first reading of Ordinance 3255: An Ordinance Relating to Liquor License Review, Repealing and Replacing AMC Chapter 6.32. Hansen seconded the motion.

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

X. ORDINANCES, RESOLUTIONS AND CONTRACTS

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

- a. Proposal for Winter/Extreme Weather Shelter at 2200 Ashland St*

Cotta presented a proposal for using the newly renovated facility at 2200 Ashland Street for winter and extreme weather shelter services. Construction was nearing completion and Opportunities for Housing, Resources, and Assistance (OHRA) had state funding available to help operate both an every-night winter shelter and an expanded severe weather shelter at the location.

Executive Director Dan Cano explained that OHRA would prioritize people from the night lawn for the winter shelter and noted they had been successfully moving one to three people per month from the night lawn into the OHRA shelter. Cano also discussed OHRA's efforts to coordinate with churches and community organizers to develop additional capacity for overflow situations.

The Council discussed that the city would contribute \$30,000 toward the operation under this proposal compared to approximately \$130,000 spent last year, leaving additional funds for other homeless services including potential smoke events. Councilors requested a mid-February check-in.

Several citizens addressed the Council with gratitude for OHRA proposal and with support and first-hand accounts clarifying the need for homelessness services.

Bloom moved to direct staff to enter into an agreement with OHRA for the provision of winter/extreme weather shelter at 2200 Ashland Street. Kaplan seconded the motion.

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

Recess taken until 7:35PM

b. Ratification of the 3-Year Labor Agreements between IAFF Local 1269 and Ashland Parks and Recreation Teamsters Local 223

Taylor presented information on two labor agreements for Council approval, explaining the collective bargaining process with details on the agreements (see attached).

During council discussion, clarification was provided on the Parks Teamsters agreement that Parks employees were originally included in the non-represented resolution passed in August, but due to unionization, they had been operating under the prior management resolution. The new agreement maintains the same compensation package as was in the non-represented resolution, except overtime would be at double-time rather than time and a half.

The IAFF agreement included 4% COLA increases for each year and the addition of Christmas Eve as a holiday, which differed from the package offered to other bargaining units. It was noted that both departments had identified several cost-saving measures to offset the contract increases ensuring the overall agreement could be supported within the department's budget.

Bloom moved to approve the 3-year labor agreement with Teamsters 223 Parks and Recreation Union and authorize the city manager to sign the 3-year agreement. The motion was seconded by Sherrell.

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

Bloom moved to approve the 3-year labor agreement with IAFF Local 1269, Ashland Fire and Rescue Union, and authorize the city manager to sign the 3-year agreement. The motion was seconded by Sherrell.

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

c. Franchise Agreement versus Right of Way Ordinance

Cotta introduced the topic and Woodward presented options regarding the expiring franchise agreement with Avista (natural gas provider), which is due to expire in December 2025 (see attached). Options included allowing it to roll into a year-to-year agreement, renewing the franchise agreement, or developing a right-of-way ordinance to replace it.

Research found that 17 out of 21 Oregon cities used license or right-of-way ordinances, with only three maintaining franchise agreements. Thirteen of the 17 ordinances were adopted in the past decade, showing a trend towards this approach. Many ordinances included provisions for franchise agreements when in the public interest. Councilors discussed that the purpose of bringing this

forward was to explore options for regulating natural gas services, noting that an ordinance might provide more flexibility than a 10-year franchise agreement.

A citizen addressed the council emphasizing the need for flexible policies for managing natural gas services to meet climate goals by reducing, not expanding, the gas network. Steve Vincent from Avista Utilities stated the company's preference for franchise agreements due to the long-term certainty they provide for infrastructure investments. He explained that utilities must pass franchise fees to customers as surcharges, based on legal requirements.

The Council considered letting the Avista franchise agreement move to a year-to-year deal, renewing it, or opting for a right-of-way ordinance. Right-of-way ordinances provide more flexibility but may require more administrative work. Key concerns were the financial impact on utility customers and city revenue, with Avista preferring franchise agreements for infrastructure stability. The Council sought the least complex and costly solution, that aligned with Ashland's climate goals.

Bloom moved to direct staff to schedule a study session in April for the Council to determine objectives regarding natural gas and whether a licensing fee, franchise agreement, or privilege tax is the best mechanism to achieve those objectives, and for staff to include a draft ordinance if the Council were to decide to go toward a licensing fee mechanism. The motion was seconded by Dahle.

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

d. City Council Retreat Agenda

Cotta presented the draft agenda for the Council retreat scheduled for December 1, 2025. The agenda included items focused on city finances, particularly the general fund, with topics such as forecasting, reserve fund goals, cost-cutting measures, and revenue generation (see agenda packet).

After discussion about the content and location of the retreat, Council decided to hold the retreat in Council Chambers rather than the Siskiyou Room as originally planned.

Hansen moved to approve the City Council Retreat Agenda as posted in the packet. The motion was seconded by Kaplan.

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

XIII. CITY MANAGER REPORT –

a. Look Ahead

Cotta announced the launch of the Storytown Ashland app, which was funded through TLT funds and is now available for download. She also provided a look ahead of upcoming Council items:

- December 1: Council Retreat (1:00 PM)
- December 2: Second reading of the liquor license ordinance, second reading of Ordinance 3272 (annexation for Casita 1 and 2), discussion of affordable housing trust fund money and

Clay Street property, request to begin surplus property process for Imperatriz, and resolution to extend the pilot program for portable signs in downtown commercial areas

- December 15: Audit presentation and advisory committee work plan presentations

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

Dahle thanked the Climate Policy Advisory Committee for their work.

DuQuenne announced a vigil on November 23 at 2:00 PM in front of the mural at Ashland High School on Mountain Street to commemorate the five-year anniversary of Aidan Ellison's death.

XV. ADJOURNMENT

Bloom moved to adjourn. Seconded by DuQuenne

All Ayes. Motion passed.

The meeting was adjourned at 9:00 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



Finance Update First Quarter FY26

November 18, 2025

Finance

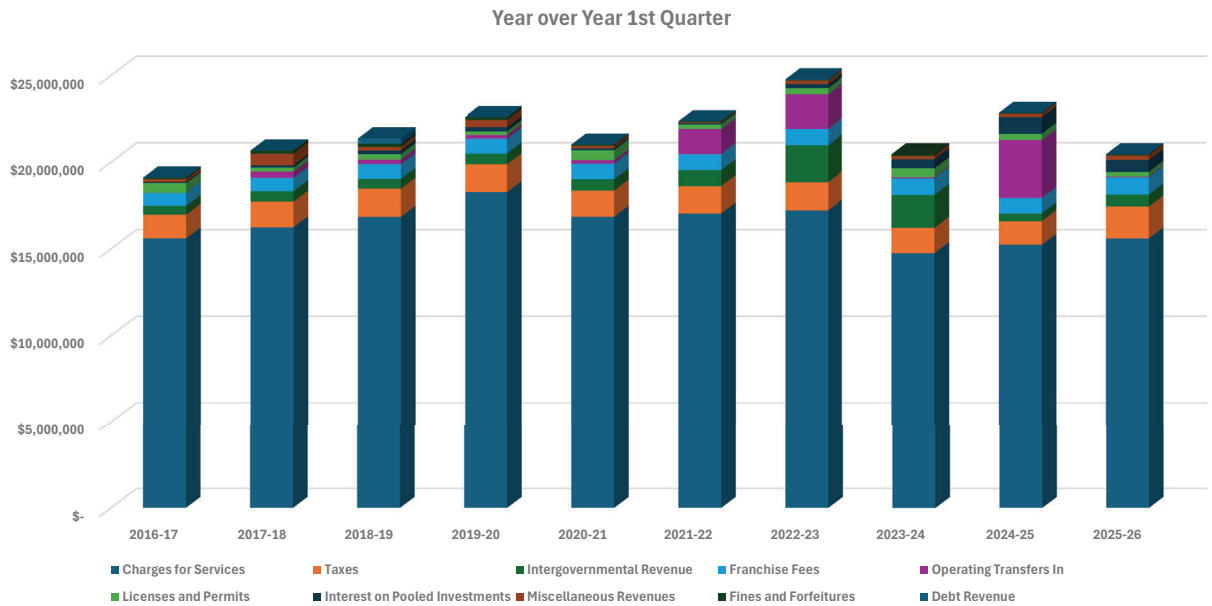
First Quarter FY26 Financials:

- ❖ Summary of Fund Balances
- ❖ Summary of Revenues and Expenditures – City Wide
- ❖ Statement of Resources, Requirements, and Changes in Fund Balance – by Fund
- ❖ Summary of Cash & Investments





Revenues



Financial Overview – First Quarter FY26

3



Revenues

- ❖ City-Wide \$20.4M or 4.7% increase from prior year
- ❖ Taxes
 - Increase due to Public Safety Fee and Wildfire Reduction Fee increase and creation of Parks Fee
 - Update on Food and Beverage Tax-audits underway
 - Property Tax-November
- ❖ Licenses and Permits, System Development Charges
 - Will continue to monitor activity

Financial Overview – First Quarter FY26

4



Revenues

❖ Intergovernmental Revenue

- *Grant Revenue, Opioid Settlement, and BPA Conservation Reimbursement*

❖ Charges for Services

- *Increased 5% as expected*

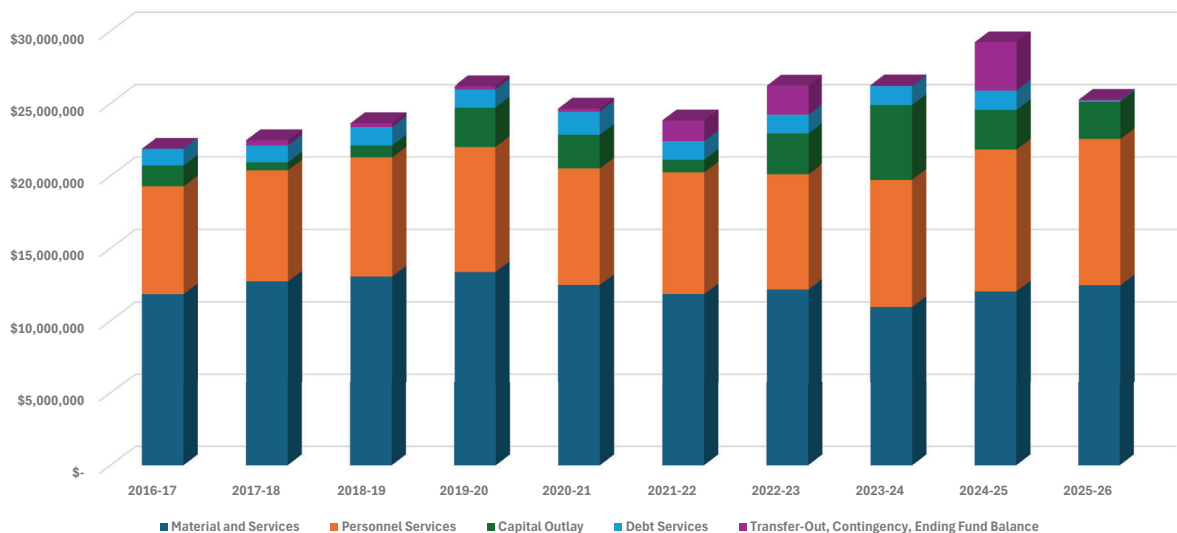
❖ Interest on Investments

- *Decreased compared to prior year, but remains higher than historical figures*



Expenditures

Year over Year 1st Quarter





Expenditures

- ❖ First quarter, first year of biennium–25%
 - *Personnel Services 22.3% of budget*
 - *Materials and Services 26.7 % of budget*
 - *Largest change is in Debt Service with AFN Loan paid off*
 - *Keeping eye on department budgets remainder of year*
- ❖ Within Expectations for first quarter



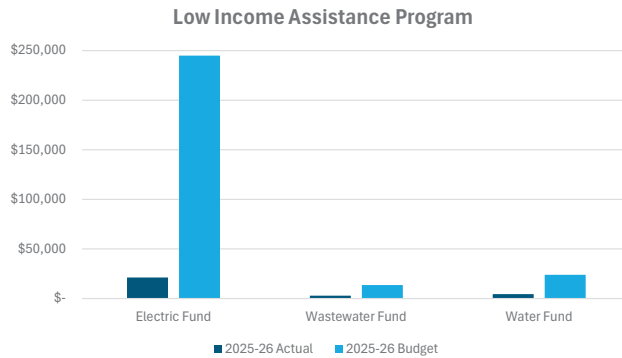
City's Net Position

- ❖ Fund Balance
 - *City Wide = \$80.4M vs \$82.7M previous year*
 - *General Fund = \$10.1M vs \$14.6M previous year*
 - *Electric Fund = \$7.7M vs \$9.2M previous year*
 - *Concern with Capital Improvement Fund–*
 - *Transfer from General Fund December 16*
- ❖ Cash & Investments
 - *City Wide = \$75.2M vs \$75.8M*



Update on Low Income Assistance Program

- ❖ 384 Qualified Customers
- ❖ 3 have reached \$400 threshold



As of September 30, 2025

	2025-26 Actual	2025-26 Budget
Electric Fund	21,146	245,000
Wastewater Fund	2,998	13,660
Water Fund	4,497	24,000
	<u>\$ 28,641</u>	<u>\$ 282,660</u>

Financial Overview – First Quarter FY26

9

QUESTIONS?





City Council Meeting

11/18/2025

At the 11/18/2025 City Council Business Meeting,
Council will be asked to approve 2 collective
bargaining agreements

*Last approval on this topic: July 18, 2023 (IAFF) &
August 5, 2025 (Non-Rep/Parks)*

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS: I move to approve the three-year labor agreements with IAFF Local 1269 and the Parks and Recreation Teamsters Local 223 and authorize the City Manager to sign the three-year agreements.



Timeline of Council Discussion / Action

- August 16, 2022, Council approved the prior Non-Represented Agreement (Parks employees) covering the past three fiscal years, FY2022–FY2025
- July 18, 2023, Council approved the prior IAFF Agreement covering the past three fiscal years, FY2022–FY2025
- Council funded a Compensation & Classification Study during the '23/'25 biennial budget process
- May 6, 2025, Executive Session: To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660(2)(d)
- May 20, 2025, Executive Session: To conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660(2)(d)
- May 20, 2025, Compensation & Classification Study presented to City Council
- August 5, 2025, Council approved Resolution Clarifying Certain Employment Conditions for Management, Confidential and Non-Represented Employees.



Collective Bargaining Agreement Process

- Near the end of the current Collective Bargaining Agreement term, the City receives a letter from the union requesting to open negotiations
 - When currently unrepresented employees wish to be represented by a labor organization, the City is notified by Oregon's Employment Relations Board (ERB) of a Petition for Representation seeking to be certified as the exclusive representative for employees in a specific group
- The Union typically presents contract changes and compensation requests based on Union produced comps and requests
- Over several meetings, the City and Union discuss and negotiate terms for the updated Agreement
- Once a Tentative Agreement is reached between the City and Union, the Union returns to the members to hold a vote to uphold the changes or return to the bargaining table
- Once the Union votes affirmative, the Collective Bargaining Agreement goes to Council for consideration and vote



Compensation package comparison for Teamsters 223 Parks & Recreation

2022-2025	2025-2028 (Non-Rep)	2025-2028 (Teamsters)
Total COLAs: 11% (CPI increase 15.7%)	Total COLAs: 4% plus wage adjustment (Average wage adjustment 4.5% for an average total of 8.5%)	Total COLAs: 4% plus wage adjustment (Average wage adjustment 4.5% for an average total of 8.5%)
HRA VEBA increase: 1%	HRA VEBA increase: 0.5%	HRA VEBA increase: 0.5%
Deferred Compensation: No change	Deferred Compensation: increase of \$50/month	Deferred Compensation: increase of \$50/month
Longevity Pay: 5 – 9 years: \$1,000 annually 10 – 14 years: \$1,250 annually 15+ years: \$1,500 annually	No change	No change
	Personal Day (3)* In recognition of SERJAC recommendation to allow for flexibility around various religious holidays beyond mainstream	Personal Day (3)* In recognition of SERJAC recommendation to allow for flexibility around various religious holidays beyond mainstream
	Christmas Eve Holiday	Christmas Eve Holiday
Step Increase: 2% – 14%	Step Increase: 3% (uniform across the board)	Step Increase: 3% (uniform across the board)



Compensation package comparison for IAFF Ashland Fire & Rescue

2022-2025	2025-2028
Total COLAs: 11% (CPI increase 15.7%)	Total COLAs: 12%
	Christmas Eve Holiday

The IAFF elected not to move its members onto the salary schedule recommended by the McGrath Compensation and Classification Study, nor to accept the benefit changes ratified this year for other unions and non-represented employees.



Reductions / Savings to Cover Teamsters Parks & Rec Contract Increases (\$215,000)

*As previously discussed during the August 5, 2025, Council Business Meeting for the Non-Represented Resolution

General Fund	FY26	FY27	Total
Eliminate Finance Manager Position	\$148,306	\$159,915	
Delay hiring Park Tech I	\$100,000		
Healthcare Premium Savings	\$49,000	\$49,000	
Shift to fully insured PLO Plan	\$455,000		
Reduction in HR Professional Services	\$40,000		
			\$1,001,221
Electric Fund			
Clean Fuel Credit Sale	\$570,000		
			\$570,000
Water Fund			
Eliminate Generator Replacement	\$200,000		
			\$200,000
Wastewater Fund			
Healthcare Premium Savings	\$9,500		
Reduction in Professional Services	\$70,000		
1% Vacancy Rate Savings	\$21,000		
			\$100,500
Stormwater Fund			
Healthcare Premium Savings	\$1,575		
Reduction in Professional Services	\$24,000		
			\$25,575
Street Fund			
Delay in Vehicle Replacement	\$78,000		
			\$78,000
Telecommunication Fund			
Delay in Vehicle Replacement	\$75,000		
Bandwidth Contract Renegotiation	\$30,000		
			\$105,000



Fire Department Reductions / Savings to Cover Contract Increases (\$271,174)

Reductions / Savings	Amount
Grant funded savings for Table Command	\$27,000
Professional Services by not renewing a radio program contract	\$3,500
Flat/Alder & Palisades fire personnel & equipment reimbursement	\$162,373
Reduction in Administrative budget (small tools, postage, uniforms, travel, printing & binding)	\$17,000
Reduction in Operational budget (travel & printing)	\$7,500
Reduction in Fire & Life Safety budget (travel, uniforms, CERT)	\$34,500
Vacancy savings	\$19,301
	\$271,174



Suggested Actions, Motions, and/or Options:

- I move to approve the three-year labor agreement with Teamsters 223 Parks & Recreation Union and authorize the City Manager to sign the three-year agreement.
- I move to approve the three-year labor agreement with IAFF Local 1269 Ashland Fire & Rescue Union and authorize the City Manager to sign the three-year agreement.



Thank you



City Council Meeting

Franchise or Right of Way
Licensing Ordinance
11/18/2025

Comparing Franchise vs Right of Way Licensing via Ordinance:

- 21 cities reviewed (covering 1.6 million people)
 - 3 have a franchise agreement,
 - 1 (Eugene) uses a privilege tax under statute
 - 17 have a license/right of way ordinance.
 - Most have a carve out to use a franchise agreement when in the public interest
 - 1 (Corvallis) has a Right of Way Licensing Ordinance but uses a franchise
- Of the 17 license/right of way: 13 have occurred since our last franchise agreement.
- 10 similar sized cities (under 30,000) all with Right of Way Licensing



City	Population (approx.)	Regulation Model	Adopted
West Linn	27,000	Licensing unless public interest warrants	Jul-25
Bend	105,000	Licensing Ordinance	Feb-24
Woodburn	26,300	Licensing Ordinance unless public interest warrants	Nov-20
Sherwood	20,500	License - unless warranted by Public Interest	May-19
La Grande	13,200	Licensing Fee (reduced by franchise amount)	Apr-19
Lake Oswego	40,000	Licensing unless public interest warrants	Jan-19
Eagle Point	9,811	Licensing - Privilege	Jan-18
Tigard	54,539	Right of way fee with franchise if public interest warrants	Jan-18
Tualatin	28,000	Licensing unless public interest warrants	Jun-17
McMinnville	35,000	Franchise Agreement	Jun-17

City	Population (approx.)	Regulation Model	Adopted
Milwaukee	21,120	Licensing unless public interest warrants	Sep-16
Beaverton	101,000	Licensing unless public interest warrants	May-16
Happy Valley	27,000	Licensing Ordinance unless franchise warranted by public interest	Jan-16
Gladstone	12,017	Licensing unless public interest warrants	Jan-16
Ashland	21,000	Franchise Agreement	Dec-15
Central Point	20,700	Licensing unless Franchise agreed upon	Jan-15
Gresham	113,000	Licensing Ordinance	Jan-13
Corvallis	61,000	Right of Way privilege fee - unless Franchise	Dec-01
Oregon City	38,000	License - unless warranted by Public Interest	2013
Portland	652,000	License	
Eugene	172,600	Privilege Tax	
Medford	83,100	Franchise Agreement	





SPEAKER REQUEST FORM

Submit this form to the meeting Secretary prior to the discussion item.

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- 2) State your name and speak clearly into the microphone
- 3) Limit your comments to the time allotted
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Date:

11/18

Name: (Please Print).

Debbie Neuse-Wander

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

clarity

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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SPEAKER REQUEST FORM

Submit this form to the meeting Secretary prior to the discussion item.

You will be called forward when it is your turn to speak

) State your name and speak clearly into the microphone

) Limit your comments to the time allotted

) Provide any written materials to the meeting Secretary

) Speakers are solely responsible for the content of their statement

Date: November 18, 2025

Name: (Please Print)

PAUL MOZINA

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

2025-2027 Biennial Budget

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Response to City Attorney Johan Pietila

At the June 16th City Council Business Meeting, I voiced my concerns about how the Mayor, Council, and City Administration handled amending the 2025-2027 Biennial Budget that had been approved by the Citizens Budget Committee (CBC). They violated the Oregon Revised Statutes, Ashland Municipal Code and Ashland Charter. I followed up with communications to the Mayor and Council about this issue, and specifically with the Ashland Police Chief regarding how to file a formal complaint.

After being told by Chief O'Meara that the City Attorney (CA) had addressed my concerns, and in the absence of any response to me from the CA, I asked Mr. Pietila on July 1 how he had "addressed my concerns". On July 2 he finally responded with the email below – a feeble and incompetent effort to defend the Council's actions.

Good morning Mr. Mozina,

I reviewed the email you sent to the City Council and provided my analysis back to them. I also had conversations with department heads and council members to address any follow up questions they had. I will summarize very briefly for you.

My interpretation was the study session relating to the principal subject of a financial update was a perfectly legitimate time to discuss financial questions pertaining to the budget. Additionally, as a matter of state law at least, the absence of a subject from a notice does not preclude the governing body from discussing it; under the OPML, the list of anticipated subjects does "not limit the ability of a governing body to consider additional subjects." See ORS 192.640

By consensus, at a study session, the Council may direct staff to act on other matters that do not require Council decision by ordinance or resolution (AMC 2.04.020(C)(1). In this case the budget resolution that was noticed and eventually put forth had Council's guidance and direction that

included changes to not use the reserve fund, and rather to take it from the additional funds released from the Parks fee and then reappropriate a portion from the homeless budget which can get replenished as needed mid-year. That is what Council voted on at the budget adoption meeting. There was no need for a motion to amend the budget because it was already discussed in prior sessions and included in the budget they were presented to vote on. Per budget law, after the budget committee has approved the budget and a public hearing was held, the City Council can make changes to the budget that was approved when adopting the budget. They do not have to go back to the CBC if the expenditure change is under 10%, which it was not (Local Budget Manual Chapter 11; ORS 294.456). Council more than sufficiently discussed the change in previous council sessions, and right before the public hearing, so it was clear and transparent, before they voted on the adopted budget. Budget Law provides that the budget Council adopts can already have those change in place, and they can vote on it. That is what occurred.

All members of the Council and staff took your concerns seriously and I provided responses to them to address them and explain the legal approach.

Thank you for bringing your concerns to the attention of the Council.

Best,

Regarding amending the CBC approved budget at the May 19th Study Session (SS), the CA states:

My interpretation was the study session relating to the principal subject of a financial update was a perfectly legitimate time to discuss financial questions pertaining to the budget.

The agenda item was publicized as: **Third Quarter FY25 Financial Update** and it was described as "Informational - this is to inform the body on a particular topic. **No motion or direction needed.**" And it stipulated that the item had no fiscal impacts nor were there any suggested actions. There is nothing in the packet or language in the agenda item to indicate that the Council was going to amend the 2025-2027 biennial budget. The agenda item description was not specific enough

[\(pg.9\)](#) to permit citizens to recognize that an amendment to the budget was going to be discussed.

A QUICK REFERENCE GUIDE TO OREGON'S PUBLIC MEETINGS LAW (pg. 9)

A meeting notice must include a list of the principal subjects to be considered at the meeting. This list should be specific enough to permit citizens to recognize matters of interest. However, discussion of subjects not on the agenda is allowed at the meeting.

The CA attempts to defend the notion that a **Third Quarter FY25 Financial Update** (where no motion or direction needed), was specific enough for citizens to recognize that the Council intended to amend the 2025-2027 budget by asserting:

Additionally, as a matter of state law at least, the absence of a subject from a notice does not preclude the governing body from discussing it; under the OPML, the list of anticipated subjects does "not limit the ability of a governing body to consider additional subjects." See ORS 192.640

Discussing or considering a topic is very different from amending the 2025-2027 budget resolution without a motion or vote. The Ashland Municipal Code ([AMC 2.04.020.C](#)) states:

C. Study Sessions.

1. Study sessions are for Council members to receive background information and recommendations from staff or invitees with expertise on City business; to ask questions, discuss options, **express their individual views on matters that may be voted on in subsequent regular or special meetings**; and to provide guidance to staff. The Council may vote in study sessions on guidance to staff concerning matters to be presented to Council for decision at subsequent meetings. **By consensus, the Council also may direct staff to take action on other matters that do not require Council decision by ordinance or resolution.** No particular cases involving quasi-judicial decisions may be discussed at study sessions.

CA Pietila quotes a portion of this ordinance in his response above:

By consensus, at a study session, the Council may direct staff to act on other matters that do not require Council decision by ordinance or resolution (AMC 2.04.020(C)(1).

Given that the Council was amending:

RESOLUTION NO. 2025-17

A RESOLUTION TO ADOPT THE BIENNIUM 2025-2027 BUDGET AND APPROPRIATE SUCH AMOUNTS AS NECESSARY TO IMPLEMENT THE BIENNIUM 2025-2027 BUDGET

... and that they were limited to expressing “**their individual views on matters that may be voted on in subsequent regular or special meetings**”, and to directing staff “**to act on other matters that do not require Council decision by ordinance or resolution**”, it was clearly a violation of the AMC for the Councilors to amend the CBC approved Budget Resolution at the SS. CA Pietila literally cited the section of the AMC that forbids the action taken by the Council as the justification for taking that action.

CA Pietila goes on to say:

In this case the budget resolution that was noticed and eventually put forth had Council’s guidance and direction...

There was no need for a motion to amend the budget because it was already discussed in prior sessions and included in the budget they were presented to vote on.

The Ashland Charter could not be more explicitly clear that any decisions made by the Council need more than mere discussion, guidance or direction:

<https://ashland.municipal.codes/Charter/VIII-6>

Section 6. Proceedings to be Public.

No action by the Council shall have legal effect **unless the motion for the action and the vote** thereon take place at proceedings open to the public.

<https://ashland.municipal.codes/Charter/VIII-9>

Section 9. Vote Required.

Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting **shall be necessary to decide any question** before the Council.

Amending the 2025-2027 Biennial Budget approved by the CBC was an **action**, a **decision**, separately preceding the vote on the budget as amended, and thus the Council was required by the Charter to have a public motion and vote on the amendment, and this did not occur.

CA Pietila then asserts:

Per budget law, after the budget committee has approved the budget **and a public hearing was held**, the City Council can make changes to the budget that was approved when adopting the budget. (my emphasis)

The CA literally confesses that the Council violated Oregon Budget Law (see [ORS 294.453](#)). The Council amended the Budget Resolution at the SS on May 19, and discussed those changes at the Council Business Meeting on June 3, **BEFORE** the public hearing was held. And the [Oregon Budget Manual](#) explains on page 46:

If any changes are necessary after the budget committee approves the budget, the governing body may make the revisions **after the budget hearing and before adopting the budget.**

The CA then asserts without citation that:

Budget Law provides that the budget Council adopts can already have those change in place, and they can vote on it.

Where does it say that Council can amend the budget approved by the CBC prior to the public hearing? What Oregon Revised Statute supersedes the requirements

of the Ashland Charter that every action and decision taken by the Council be preceded by a public motion and vote? **This is the procedure the Council follows on every other ordinance or resolution that comes before it:** if amendments are required, a motion and vote is taken on the amendments prior to the motion and vote on the item as amended. Yet the CA want us to ignore the Ashland Charter in lieu of his opinion:

Council more than sufficiently discussed the change in previous council sessions, and right before the public hearing, so it was clear and transparent, before they voted on the adopted budget.

Yes, CA Pietila is new on the job and apparently does not understand the meaning of AMC 2.04.020(C)(1), nor is he familiar with Ashland Charter Chapter 8 Sections 6 and 9. In his attempt to defend the Mayor and Council's actions, he cites relevant portions of the ORS, AMC and Ashland Charter that directly contradict the conclusions he is attempting to lead us to.

When the Biennial Budget agenda item was introduced at the Business Meeting on June 3, Deputy City Manager Jordan Rooklyn, claimed that the decision to amend the budget resolution, and change the sources for the childcare grant program, had been "supported by Council via motion." There was no motion made, no vote taken. No one corrected her. The Mayor and Councilors all knew that they hadn't voted on any amendment to the approved budget. I do not see anything specifically prohibiting the Council from condoning a lie in the ORS, AMC or Ashland Charter (on June 16 they approved the comments Rooklyn made as part of the June 3 minutes), so perhaps that is why CA Pietila did not attempt to defend this in his response: apparently, lying to Council and the Citizens of Ashland was not even an issue in his opinion.

It is important to cite two more relevant sections of the Ashland Charter as they implicate both the Mayor and Police Chief in the dereliction of their duties.

<https://ashland.municipal.codes/Charter/IV-2>

|Section 2. Powers and Duties.

The Mayor is the political head of the city government. **He or she shall exercise careful supervision over the general affairs of the City and, with the City Council, over the City Manager and City Attorney, as well as other appointive officers as may be created by this Charter.** Appointive officers are those city employees who are hired by and report directly to the Mayor and Council. The Mayor shall make a report to Council and the citizens of Ashland on the state of the city at or as soon as practical following the first Council meeting of each calendar year.

(Charter amendment 05-19-2020)

<https://ashland.municipal.codes/Charter/XIV-1>

Section 2.

The Chief of Police, or his/her designee, shall attend all meetings of the City Council, and perform the duties of the Sergeant-at-Arms of that body, watch over, care for and preserve all the City property and good morals of the City; and it shall be his/her duty, and the duty of any and all police officers, **to see that all the laws and ordinances of the City, and the provisions of this Charter, are enforced, to file complaint with the City Judge against any persons violating any of the provisions of this Charter, or the laws or ordinances of the City;** and a failure or neglect to faithfully perform any or all of such duties shall be cause for removal from office by the City Council.



SPEAKER REQUEST FORM

Submit this form to the meeting Secretary
prior to the discussion item.

- 1) You will be called forward when it is your turn to speak
- 2) State your name and speak clearly into the microphone
- 3) Limit your comments to the time allotted
- 4) Provide any written materials to the meeting Secretary
- 5) Speakers are solely responsible for the content of their statement

Date:

11/18/2025

Name: (Please Print)

ECHO FIELD 5

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

XIII Winter Shelter / 2200

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.



SPEAKER REQUEST FORM

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Date:

Name: (Please Print)

Denise Barker

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Homeless Situation

Public Forum Topic (Non-agenda Item):

A - XIII

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Better Together

SPEAKER REQUEST FORM

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Date:

Nov 18, 2025

Name: (Please Print)

Rich Rohde

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

XIII a ^{Winter Extreme Weather} ~~ONRAC contract~~ ^{Shelter}

Public Forum Topic (Non-agenda Item):

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- 5) Speakers are solely responsible for the content of their statement

Date: 11/18/25

Name: (Please Print)

JEANNIE MARTIN

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

WINTER SELECTOR

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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prior to the discussion item.

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- 5) Speakers are solely responsible for the content of their statement

Date:

11/18/25

Name: (Please Print)

CHRISTOPHER S. NADEAU

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

2200 Ashland St. / SHERTER

Public Forum Topic (Non-agenda Item):

SHERTER / ELDER PERFORMANCE
ABUSE / BASED BUDGETING

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Better Together

SPEAKER REQUEST FORM

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Date: 11/18/25

Name: (Please Print)

Cate Hartzell - I'm unable to stay for agenda item.

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

XIII. (a) Proposal For Shelter

Public Forum Topic (Non-agenda Item):

Please approve of OHRA's Full proposal, ^{not just} weather ~~temp-based~~.

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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SPEAKER REQUEST FORM

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Date:

11-18-25

Name: (Please Print)

Richard Barth

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

XIII.C

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Council Business Meeting

Date: December 2, 2025

Agenda Item	Resolution 2025-30 Extending the Pilot Program for Portable Signs in Commercial Areas
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE

Consent

CATEGORY

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

SUMMARY

This resolution extends the time period for the portable business sign pilot program that temporarily permits sandwich boards, pedestal signs, 'A' frame signs, flags, and wind signs in the public right-of-way, with specific restrictions to protect public safety.

POLICIES, PLANS & GOALS SUPPORTED

Council 2025-2027 Priority: Economic Development, ensuring City processes such as planning are supportive of attracting new businesses and supporting those already here.

BACKGROUND AND ADDITIONAL INFORMATION

Portable business signs (sandwich boards, pedestal signs, 'A' frame signs, flags, and wind signs) are only allowed on private property and for businesses that do not have a permanent ground sign [AMC 18.4.7]. This has limited the ability of businesses to use portable signs to attract customers, particularly downtown where most buildings are built on the property line.

In the Fall of 2024, the Ashland Chamber of Commerce requested that the City lift the restrictions on portable sign placement, citing the economic value that portable signs can bring for attracting customers to local businesses. On October 15, 2024, the City Council adopted Resolution 2024-29 Declaring the City Council's Intent to Initiate a Pilot Program for Portable Business Signs in Commercial Signs and directed staff to design and implement a pilot program. On November 17, 2024, staff implemented a pilot program for portable signs, which terminates on November 30, 2025. The attached program specification outlines the program.

To date, forty-seven (47) businesses have registered to participate in the pilot program, the majority of which are located downtown. The City has not received any complaints about portable signs since the program's initiation, and has received positive feedback from the Chamber of Commerce and various businesses. Of particular note, businesses on the southeast end of downtown have noticed increased foot traffic that they attribute to the signs. A feedback survey for all participating businesses is pending.

Resolution 2025-30 will extend the pilot program an additional nine (9) months to allow the time needed to consider a change to our land use code to permanently allow portable signs in the public right-of-way with certain restrictions. That consideration process typically takes six (6) months and will consist of:

- Notice of potential code changes provided to Department of Land Conservation and Development (35 days)
- Public notice to Ashland community (10 days)
- Public hearing at the Planning Commission
- Planning Commission recommendation
- Public hearing at the City Council
- City Council first read for adoption





Council Business Meeting

- City Council second read for adoption
- If approved, implementation after 30 days

FISCAL IMPACTS

Direct financial costs: None.

Indirect financial costs: Marginal staff time to maintain the program.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff recommends that the Council approve the resolution extending the pilot program, to allow the program to remain in place while the Planning Commission reviews recommended code changes for permanent adoption. If the Council does not approve the resolution, restrictions on the placement of portable business signs in the public right-of-way will be enforced.

REFERENCES & ATTACHMENTS

1. Resolution 2025-30_ Extending Pilot Portable Sign Program
2. Pilot Program_Portable Business Sign Agreement and Specifications



RESOLUTION NO. 2025-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, EXTENDING THE PILOT PROGRAM FOR PORTABLE BUSINESS SIGNS IN COMMERCIAL ZONES

RECITALS:

- A. It is the intent of AMC 18.4.7 Signs, Site Development and Design Standards, to “recognize the important function of signs and the need to safeguard and enhance the economic and aesthetic values in the City through regulation of such factors as size, number, location, illumination, construction, and maintenance of signs;”
- B. AMC 18.4.7 prohibits portable business signs for businesses with permanent ground signs and prohibits the placement of portable business signs on publicly owned right-of-way (AMC 18.4.7.070; AMC 18.4.7.080);
- C. Ashland City Council adopted Resolution 2024-29, directing staff to design and implement a pilot program to temporarily suspend enforcement of portable business signs in commercial zones;
- D. City staff designed and implemented the pilot program, which terminates November 30, 2025;
- E. It is the intent of the Ashland City Council to extend the pilot program to allow enough time to consider code amendments related to portable signs.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Ashland City Council directs the City Manager to extend the pilot program that suspends enforcement of portable signs for businesses in commercial areas, provided that:

- A. The pilot program lasts no longer than an additional nine (9) months from its original termination date;
- B. The pilot program does not interfere with pedestrian access, public parking, bicycle or vehicle travel, or intersection visibility;
- C. The City reserves the right remove any portable sign placed under the pilot program that the City deems a public safety hazard;
- D. The pilot program does not include the display of merchandise in the public right of way.

SECTION 2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this ____ day of December 2025.

ATTEST:

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this ____ day of December 2025.

Tonya Graham, Mayor

Reviewed as to form:

Carmel Zahran, Assistant City Attorney

Pilot Program: Portable Business Sign

Participation Agreement

By enrolling in the pilot program through the online participation agreement form, businesses agreed to the following rules and specifications.

- I operate a business in a commercial zone (C-1, C-1-D, HC, E-1, CM, M-1) or hold a Conditional Use Permit for operation in a residential zone that is not a Traveler's Accommodation.
- I agree to abide by the [Portable Business Sign Specifications \(PDF\)](#), which detail size, height, material, placement, and other program specifications, and acknowledge that a violation of these specifications could remove me from participation in the program.
- I acknowledge that it is the City's intent to provide a warning the first time a violation occurs, but that the City reserves the right to remove, without warning, any portable sign placed under the pilot program that the City deems a public safety hazard.
- I acknowledge that the pilot program does not include the display of merchandise in the public right of way.
- I acknowledge that the pilot program ends November 30, 2025, and that I will not be allowed to have a portable business sign in the public right of way after that date, unless the City of Ashland extends the pilot program or amends the Ashland Municipal Code to allow for portable business signs in the public right of way.
- I acknowledge that participation in this program is voluntary and, if I choose not to participate in the program or if I am removed from participating in the program by the City, I am required to abide by the sign regulations as stated within the Ashland Municipal Code.
- I agree to be contacted by the City throughout the duration of the program for the purpose of evaluating the program, providing updates, and communicating violations.

Pilot Program: Portable Business Sign Specifications

				
	Sandwich Boards / A-Frames	Pedestal Signs	Free Standing Wind Banners	Flags
Max Area*	4 sq feet per face	4 sq feet per face	4 sq feet per face	4 sq feet per face
Max Height	3 ft	4 ft	5 ft	-
Material	No plastic in historic districts No illumination No attached objects	No plastic in historic districts No illumination No attached objects	No plastic in historic districts No illumination No attached objects	No plastic in historic districts No illumination No attached objects
Additional Specifications	Anchored, supported, or designed to prevent tipping	Anchored, supported, or designed to prevent tipping	Anchored, supported, or designed to prevent tipping	National, state, or local gov't flags are exempt
Number	1 portable business sign per business			
Placement	• Maintain a minimum 6ft of sidewalk clearance; place sign within 10 feet of business entrance. • Do not inhibit public parking, bicycle or vehicle travel, or intersection visibility. • Do not block doorways, fire escapes, stairways, or other ingress/egress. • Only in place during business hours.			

*This is the area where the sign is displayed. Under this definition, the standard 20" x 34" sandwich board is allowed.



Council Business Meeting

Date: December 2, 2025

Agenda Item	Contract for Ashland Fiber Network DOCSIS 3.1 Upgrade Project
Department	Ashland Fiber Network
From	Chad Sobotka, AFN Manager

TIME ESTIMATE

Consent

CATEGORY

Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY

Approval of the contract for the DOCSIS 3.1 Upgrades for Ashland Fiber Network (acting as the Local Contract Review Board per AMC 2.50).

POLICIES, PLANS & GOALS SUPPORTED

Ashland Fiber Network Business Plan, as presented at the August 18, 2025, Council Stude Session

BACKGROUND AND ADDITIONAL INFORMATION

At the City Council Study Session on August 18, 2025, Ashland Fiber Network shared their plan to upgrade 60% of Ashland households to DOCS3.1 technology, which will allow the City to provide parallel gigabit internet services. City Council gave general direction to move forward with those upgrades as proposed.

Ashland Fiber Network staff have conducted a formal competitive bidding process to select a third-party vendor for the design, equipment purchase, and installation, configuration and balancing of the necessary infrastructure for the DOCSIS 3.1 upgrade.

- October 15, 2025 - Request for Proposal was released on OregonBuys
- November 14, 2025 - Deadline for Proposal submission
- November 25, 2025 - Notice of Intent to Award Announcement Made
- December 2, 2025 - Award Protest Period Ends
- December 2, 2025 - Contract Recommendation Presented to City Council for Final Approval

The City received one qualified proposal from ePlus with a bid of \$1,179,588.94. This is within Ashland Fiber Network's budgeted project amount.

FISCAL IMPACTS

This project has been identified as a capital project for Ashland Fiber Network and will be paid for through telecommunication revenues. The current adopted budget allocates \$1,649,491 for capital outlay, of which \$53,175 has been spent to-date. The DOCSIS 3.1 Upgrade Project would cost \$1,179,588.94.

Total spending on capital outlay for BN 25/27, including the DOCSIS 3.1 Upgrade Project, is projected to be \$1,443,416.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to award a goods and services contract to ePlus for the DOCSIS 3.1 Upgrade Project with a not-to-exceed amount of \$1,179,589.





Council Business Meeting

REFERENCES & ATTACHMENTS

1. Request For Proposal - DOCSIS 3.1 Upgrade
2. ePlus Response - City of Ashland Technical Proposal
3. ePlus Cost Proposal Summary
4. Goods and Services Agreement - ePlus and AFN





**CITY OF
ASHLAND**

Request for Proposals DOCSIS 3.1 Upgrade

Date of Release: October 15, 2025

Proposals are due by: 2:00:00 PM (PST), Friday, November 14, 2025

Contracting Agency:	City of Ashland
Sole Point of Contact:	Chad Sobotka
Title:	Operations Manager
Address:	City of Ashland 90 N. Mountain Avenue Ashland, OR 97520
Telephone:	(541) 552-2402
Email:	chad.sobotka@ashland.or.us

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EXHIBIT A – PROPOSAL SUBMISSION FORM

EXHIBIT B – CERTIFICATE OF COMPLIANCE

EXHIBIT C – GOODS AND SERVICES AGREEMENT

EXHIBIT D – LIVING WAGE

EXHIBIT E – BILL OF MATERIALS (BOM)

EXHIBIT F – NODE MAPS

EXHIBIT G – NODE INVENTORY LIST

PUBLIC NOTICE:



**Request for Proposals
DOCSIS 3.1**

Proposals are due by 2:00:00 PM (PST), Friday, November 14, 2025

The City of Ashland is requesting written proposals from companies interested in providing DOCSIS 3.1 equipment to upgrade approximately half of our legacy DOCSIS 3.0 nodes.

The successful proposers will be required to have a thorough knowledge and understanding of DOCSIS (Data Over Cable Service Interface Specifications) technologies, upgrading DOCSIS 3.0 plants to 3.1, Remote Phy, and node sweeping and balancing.

This Request for Proposal (RFP) is intended to provide interested proposers with sufficient information to prepare and submit a proposal for consideration by the City.

The Request for Proposals is available online at www.ashlandoregon.gov and www.oregonbuys.gov. To access on the city website, open the City's website, click **Business** along the top and click on "**Proposals, Bids and Notifications**". To access on, OregonBuys, open the OregonBuys website and search for the bid solicitation number which will become available October 15, 2025.

In accordance with AMC Section 2.50.080, competitive sealed proposals may be available online or issued in hard copy. Individuals that obtain the solicitation materials electronically are responsible for regularly checking for instructions, addenda, and related materials.

Deadline for submitting questions is 5:00:00 PM (PST), Friday, October 31, 2025.

Sealed proposals may be submitted online via OregonBuys, email, or in hard copy but must be received by **2:00:00 PM (PST), Friday, November 14, 2025**. The proposals will be opened at **2:00:00 PM (PST), Friday, November 14, 2025**, and the City will record and make available the identities of the proposers. Proposals will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued. Proposals must be addressed and delivered to:

Keanna Khlafallah
Financial Analyst & Purchasing Specialist
20 East Main St
Ashland, OR 97520
keanna.khlaallah@ashland.or.us
Tel: 541-552-2009



CITY OF
ASHLAND

Request for Proposals
DOCSIS 3.1
October 15, 2025

ORS 279B.060(2)(c) PURPOSE OF REQUEST FOR PROPOSALS

The City of Ashland is requesting written proposals from companies interested in upgrading half of AFN's nodes to Remote PHY DOCSIS 3.1 high-split.

The successful proposers will be required to have a thorough knowledge and understanding of DOCSIS (Data Over Cable Service Interface Specifications) technologies, upgrading DOCSIS 3.0 plants to 3.1, Remote Phy, and sweeping and balancing.

The City will award a **single contract** resulting from this RFP in accordance with the evaluation process and criteria set forth in this RFP.

This Request for Proposal (RFP) is intended to provide interested proposers with sufficient information to prepare and submit a proposal for consideration by the City.

ORS 279B.060(2)(b) SOLE POINT OF CONTACT

Information, correspondence, and questions pertaining to this Request for Proposals (RFP) shall be **ONLY** directed to:

Name:	Chad Sobotka
Title:	Operations Manager
Address:	City of Ashland
	90 N. Mountain Avenue, Ashland, OR 97520
Telephone:	541-552-2402
Email:	chad.sobotka@ashland.or.us

This person is the sole point of contact during the entire RFP process including clarification and/or protest of specifications, method of bidding, the evaluation and award process, and/or other questions that may arise. The RFP documents may be reviewed upon request by contacting the designated sole point of contact listed above.

OAR 137-047-0260(2)(a)(C) OPENING DUE DATE AND TIME

Proposals must be received prior to the scheduled opening. The **opening** is scheduled for the following due date and time:

Proposals are due by: **2:00:00 PM (PST), Friday, November 14, 2025**

The proposal must be addressed to the designated sole point of contact and received prior to the due date and time. Proposals received after CLOSING are considered LATE and will NOT be accepted for evaluation. Late proposals will **not** be considered.

OAR 137-047-0260(2)(c)(A) SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Request for Proposals Released	October 15, 2025
1st Public Notice	October 15, 2025
Deadline for Submitting Questions	5:00:00 PM (PST), Friday, October 31, 2025
RFP Protest Period Ends	5:00:00 PM (PST), Friday, October 31, 2025
DUE DATE AND TIME (Note: Proposals <u>must</u> be received prior to the due date and time.)	2:00:00 PM (PST), Wednesday, November 14, 2025 Location: City of Ashland, IT Offices 90 N. Mountain, Ashland, OR 97520
Evaluation Process	November 14 – November 28, 2025
Contract Recommendation	Upon completion of evaluation process
Notice of Intent to Award Announcement	(7) Days prior to executing contract
Award Protest Period Ends	(7) Days after Notice of Intent to Award is released
Contract Recommendation Presented to City Council for Final Approval	December 15, 2025
Contract Award	Upon Council Approval and (7) Days after the Notice of Intent to Award Announcement

NOTE: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from that provided without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION:

All potential proposers are encouraged to ask questions and request additional information that will aid in the clarification of the RFP requirements. Questions and requests for information will be promptly considered, and written responses will be provided in the form of a written addendum and posted on the City's website.

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered **via email** or **via OregonBuys** to the **Sole Point of Contact** identified on **page 4** of the RFP
- Reference the name of the RFP
- Identify the proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the schedule

OAR 137-047-0260(2)(a)(F) Addenda The provisions of this RFP cannot be modified by oral interpretations or statements. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Proposers should request clarification. If inquiries or comments by proposers raise issues that require clarification by the City, or the City revises any part of this RFP, addenda will be provided in the form of a written addendum and posted on the City's website. Receipt of an addendum must be acknowledged by signing and returning it with the proposal. Addenda will be issued within a reasonable time to allow prospective proposers to consider the addenda in preparing their proposals. Unless a different deadline is set forth in the addendum, a proposer may submit a request for change or protest by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later. If the date established in the previous sentence falls after the RFP Protest Period ends, the City will consider a request for change or protest to the addendum only. Addenda shall not be issued less than 72 hours before the closing unless the addendum also extends the closing.

ORS 279B.405 Protest Solicitation Process A prospective proposer for a public contract solicited under ORS 279B.055, 279B.060 or 279B.085 may file a protest with the City if the prospective proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. If a prospective proposer fails to timely file such a protest, the prospective proposer may not challenge the contract on grounds under this subsection in any future legal or administrative proceeding. If the protest is received at least 10 days prior to bid closing and meets the requirements of ORS 279B.405, the City shall consider the protest and issue a decision in writing. Otherwise, the City shall promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet the requirements and give the reasons for the failure. The City shall issue a decision on the protest no fewer than three business days before proposals are due, unless a written determination is made by the City that circumstances exist that justify a shorter time limit.

Protests must:

- Be delivered to the **Sole Point of Contact** identified on **page 4** via email, facsimile, through OregonBuys, or hard copy
- Reference the name of the RFP
- Identify prospective proposer's name and contact information
- Be sent by an authorized representative
- State the Reason for the protest, including:
 - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the schedule
- Protests to addenda must be received by the close of the next business day after the issuance of the addendum, or up to the last day the RFP Protest Period ends, whichever date is later.

OAR 137-047-0440 Pre-Closing Modification or Withdrawal of Offers A proposer may modify its proposal in writing prior to the closing in accordance with OAR 137-047-0400, OAR 137-047-0410 and OAR 137-047-0440. Any modification must include the proposer's statement that the modification amends and supersedes the prior proposal. A proposer in accordance with OAR 137-047-0440 may withdraw its proposal by written notice submitted on proposer's letterhead, signed by authorized representative of the proposer, and delivered to the individual and location specified in the solicitation document prior to closing.

OAR 137-047-0460 Late Offers, Late Withdrawals and Late Modifications

Any proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal received after closing is late. An Agency shall not consider late proposals, withdrawals or modifications except as permitted in OAR 137-047-0470 or 137-047-0262.

Proposal Acceptance Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded resulting from this RFP.

ORS 279B.060(2)(e) Cancel, Reject or Delay Procurement The City of Ashland may cancel the procurement, reject in whole or in part any or all proposals, or suspend or delay the procurement in accordance with ORS 279B.100 when it's in the best interest of the City of Ashland as determined by the City of Ashland. In no event shall the City of Ashland have any liability for the cancellation, rejection, or suspension of a solicitation or award. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

Collusion By submitting a proposal, proposer certifies that no officer, agent, or employee of the City of Ashland has a monetary interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer and that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or company.

Disputes In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City of Ashland shall be final and binding upon all parties.

Clarification of Responses The City of Ashland reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a proposal.

References The City of Ashland reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

Recyclable and Recycled Products Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

ORS 279A.125 The City shall give preference to goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non-recycled product; and the recycled products costs do not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the City.

ORS 282.210 All printing, binding and stationery work done for the City shall be performed within the State of Oregon.

ORS 279B.060(2)(g) If required under ORS 468A.710, the contractor or subcontractor is required to possess an asbestos abatement license.

AMC Chapter 3.12 Living Wage If the contract exceeds **\$27,163** the Contractor will be required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage to applicable employees, as defined in this chapter, performing work under this contract and to any applicable subcontractor who performs 50% or more of the service work under this contract. The Living Wage is **\$19.44** per hour effective **June 30, 2025**, and increases annually every June 30 by the Consumer Price Index. In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee. It is the responsibility of the proposer to review and comply with the Living Wage ordinance requirements, which can be viewed online at www.ashlandoregon.gov.

*** The Living Wage is **\$19.44** per hour effective **June 30, 2025** ***
(Increases annually every June 30 by the Consumer Price Index)

ORS 279B.060(6)(a) Opening Procedures Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the City of Ashland shall record and make available the identity of all proposers as part of the City's public records after the proposals are opened.

Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued. The fact that proposals are opened at a meeting, as defined in ORS 192.610, does not make the contents of the proposals subject to disclosure, regardless of whether the public body opening the proposals fails to give notice of or provide for an executive session for the purpose of opening proposals.

OAR 137-047-0260(2)(a)(E) Certification of Nondiscrimination Proposer to certify that the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract. The Certificate of Compliance attached as **Exhibit B**, is required to be signed and included with your proposal.

ORS 279B.060(6)(b) Proprietary Information (Trade Secrets) Notwithstanding any requirement to make proposals open to public inspection after the City of Ashland's issuance of a notice of intent to award a contract, the City of Ashland may withhold from disclosure to the public materials included in a proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.

All proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505).

The scope of services and cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each proposer to consult with its own legal counsel regarding disclosure issues.

If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

If applicable, the proposer shall submit a redacted version of its proposal if the proposal being submitted in response to this RFP contains trade secrets.

ORS 279B.060(13) Notice of Intent to Award a Public Contract The City of Ashland shall provide written notice of its intent to award to all proposers pursuant to ORS 279B.135 and OAR 137-047-0610 at least seven (7) days before the award of the contract, unless the City determines that circumstances justify prompt execution of the contract, in which case the City may provide a shorter notice period.

ORS 279B.060(14) Contract Award The City of Ashland shall award the contract to the responsible proposer whose proposal the City of Ashland determines in writing to be the most advantageous to the City of Ashland based on the evaluation process and evaluation factors described in this Request for Proposals, and any applicable preferences described in ORS 279A.120, ORS 279A.125 and ORS 279A.128 and, when applicable, the outcome of any negotiations authorized by this Request for Proposals. Other factors may not be used in the evaluation. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor.

ORS 279B.410 Protest of Contract Award A proposer may protest the award of a public contract or notice of intent to award a public contract if the proposer is adversely affected because the proposer would be eligible to be awarded the public contract in the event that the protest were successful. The written protest shall specify the reasons for the protest pursuant to ORS 279B.410(1)(b) and be delivered to the sole point of contact named in the RFP within seven days after issuance of the Notice of Intent to Award a contract. The City shall consider and respond in writing to a protest in a timely manner.

ORS 279B.060(2)(h) Contractual Terms and Conditions The proposer selected by the City of Ashland will be expected to enter into a written contract in the form attached to this RFP. This RFP and the contents of the proposal of the successful proposer will become contractual obligations if a contract is executed. The proposal should indicate acceptance of the City of Ashland's contract provisions or suggest reasonable alternatives that do not substantially impair the City of Ashland's rights under the contract. The proposer may also propose contractual terms and conditions that relate to subject matter reasonably identified in this Request for Proposals. The City of Ashland reserves the right to negotiate the contractual terms and conditions proposed as alternatives by the proposer. If inclusion of any of the City of Ashland's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City of Ashland without offering acceptable alternatives may result in the disqualification of the proposal.

Insurance Certificates The Contractor will be required to provide and maintain ALL required insurance certificates, and provide current Certificates of Insurance, including the City of Ashland endorsed as the additional insured, to the City prior to any lapse of insurance coverage.

Additional Terms

The City of Ashland reserves the right to waive irregularities or deficiencies in a proposal if the City of Ashland determines that waiver is in the best interest of the City of Ashland.

The City of Ashland may request supplemental written information from a proposer concerning the proposer's ability to perform the services. If a proposer fails to provide supplemental information within the time stated in the request, the City of Ashland may refuse to consider the proposer's proposal.

The City of Ashland may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFP.

The City of Ashland reserves the right to make such investigation it deems appropriate to determine whether a proposer is qualified to provide the services. If a proposer fails to cooperate with an investigation, or if a proposer provides false, misleading or incomplete information, the City of Ashland may refuse to consider the proposer's proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City of Ashland reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

SCOPE OF SERVICES

The City of Ashland is requesting written proposals from companies interested in upgrading approximately half of AFN's DOCSIS 3.0 nodes to DOCSIS 3.1.

The successful proposers will be required to have a thorough knowledge and understanding of DOCSIS (Data Over Cable Service Interface Specifications) technologies, upgrading DOCSIS 3.0 plants to 3.1, Remote PHY Devices (RPD), sweeping and balancing, and cable plant design and troubleshooting.

The scope of this project includes the following:

- Review node maps and verify node design
- Purchase 20 DOCSIS 3.1 high-split Remote PHY Devices (RPD)
- Purchase 140 high-split mini-bridgers
- Purchase 150 high-split line extenders
- Installation of the new nodes, mini-bridgers, and line extenders
- Assisting with the configuration of the RPDs
- Sweeping and balancing the upgraded nodes

Remote PHY DOCSIS 3.1 Nodes

AFN will be purchasing twenty (20) DOCSIS 3.1 nodes and is requesting quotes for the Harmonic Ripple Remote PHY Device (RPD). RPDs must support DOCSIS 3.1 high-split. Our current plant frequency upper limit is 870 MHz and many of our passive plant devices (e.g., taps and mainline splitters) only support frequencies up to 870 MHz. We do not offer video or phone services. For the complete Bill of Materials (BOM), please refer to **Exhibit E**.

Outside Plant Active Devices

In addition to the 20 remote PHY nodes, we will be replacing all active devices. Please include a quote for 140 mini-bridgers and 150 line extenders. The mini-bridgers and line extenders must be compatible with our existing housings (CommScope MB870 and BLE870) and must support high-split. For the complete Bill of Materials (BOM), please refer to **Exhibit E**.

Active Device Design, Configuration, Installation, and Testing

AFN is requesting design and installation services for the RPDs and other active devices. The successful proposer must have extensive experience with upgrading production DOCSIS networks with minimal downtime. Our plant utilizes sub-split from 5 – 42 MHz. With the upgrade to 204 MHz high-split, sections of our plant may need to be reconfigured to accommodate amp spacing changes and/or line equalizer changes. Passive devices may also need to be changed (e.g., taps and mainline splitters). We are also requesting assistance with the configuration of the RPDs. Please see **Exhibit F** for a map of each node and **Exhibit G** for an inventory list of each node. Delivery of as-built node drawings are required.

Sweep, Balance, and Testing

After each node has been upgraded, they must also be swept and balanced. This will include ensuring proper alignment and signal levels across the new frequency ranges, conduct signal leakage monitoring, verify service functionality (modem connectivity and speed tier validation). Delivery of per node sweep documents are required.

Other

Please include optional or additional services, equipment, and/or components which may not be included in this RFP that would be beneficial to this project. AFN will provide at minimum one field tech to assist with field work. AFN will be responsible for noise mitigation from the tap to the modem.

PROPOSAL CONTENTS

The proposal must contain and be organized in accordance with this section titled Proposal Contents. Proposals shall provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the proposer. The proposer assumes the sole risk and responsibility of all expenses connected with the preparation of its proposal.

TECHNICAL PROPOSAL

Letter of Introduction

- ✓ Include a letter of introduction addressed to Chad Sobotka, AFN Operations Manager, and signed by a person legally authorized to bind the proposer to its proposal. The letter will introduce the company and include the company name, principal contact name, physical address, mailing address, telephone number, fax number, and email address. The letter of introduction may also introduce the proposal and summarize the key provisions of the proposal.

Table of Contents

- ✓ Include a clear identification of the material by section and by page number.

Proposal Form

- ✓ Complete and include the **Proposal Submission Form** attached as **Exhibit A**.

Experience and Qualifications

- ✓ Describe in detail the proposer's experience with DOCSIS 3.1 Remote PHY Devices (RPD) technology, with an emphasis on Harmonic equipment.
- ✓ Describe in detail your staff experience at upgrading legacy DOCSIS 3.0 plants to DOCSIS 3.1 with Remote PHY.
- ✓ Describe in detail your staff experience with sweeping and balancing DOCSIS 3.1 nodes.

Implementation Plan

- ✓ Provide a task schedule and tentative timeline for the following:
 - Lead-time and estimated delivery date for DOCSIS 3.1 Remote PHY nodes.
 - Lead-time and estimated delivery date for mini-bridgers and line extenders.
 - Detailed estimated schedule for Remote PHY node deployment.
 - Detailed estimated schedule for node sweeping and balancing.
 - Scope of services.

New Technologies and/or Additional Services

- ✓ If applicable, include a brief description of any new technologies and/or additional services that are currently available and may be of value to the City. This should include any upgrades to our current meters (Viavi ONX-630D31-4285-1012-NTX and ONX-620D31-4285-1010-TSX) and/or any additional tools or meters.

References

- ✓ Provide a **minimum of three (3) references** your company has performed a similar scope of services. The City reserves the right to verify these references.

Include the following information for each reference:

- Name of company
- Contact name of individual who can verify the account and your performance
- Telephone number
- Email address
- Identify the services provided to the account

Contract Terms and Conditions

The successful proposer will enter into an agreement with the City of Ashland, Oregon, *in a form substantially similar to* that attached hereto as **Exhibit C**.

- ✓ Indicate acceptance of the City's contract provisions found in the **Goods and Services Agreement** attached as **Exhibit C** or suggest reasonable alternatives that do not substantially impair the City's rights under the agreement. Some contract terms and conditions may be negotiable.
- ✓ The **Certificate of Compliance** attached as **Exhibit B**, is required to be signed and included with your proposal.

Trade Secrets (if applicable)

- ✓ If applicable, the proposer shall submit a **redacted version of its proposal** if the proposal being submitted in response to this RFP contains trade secrets.

IMPORTANT: Proposals become **public information** after the City releases a Notice of Intent to Award a Public Contract. It is important to submit a **fully redacted copy of the proposal** if it contains confidential trade secrets. A description of services being acquired by the City and the costs associated with those services are NOT considered confidential information.

COST PROPOSAL

IMPORTANT: The **Cost Proposal** is to be submitted separately from the technical proposal in a sealed envelope marked “**COST PROPOSAL**” per the submission instructions on [page 17](#).

- ✓ List the line item and total cost for Remote PHY devices.
- ✓ List the line item and total cost for mini-bridgers and line extenders.
- ✓ Clearly list and define the scope of services for sweeping and balancing the upgraded nodes.
- ✓ If applicable, include any potential opportunities for cost discounts and/or savings.
- ✓ If applicable, fees and/or applicable expenses for new technologies and/or additional services shall be listed separately.

PROPOSAL SUBMISSION REQUIREMENTS

The **complete proposal** is to be submitted online (OregonBuys), via email, or in hard copy as follows:

TECHNICAL PROPOSAL (hard copy submission only)

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Three (3) additional color copies** of the complete proposal

COST PROPOSAL (hard copy submission only)

Cost proposal must be submitted separately from the technical proposal in a sealed envelope as follows:

- **One (1) original copy** of the complete proposal **SIGNED IN INK**
- **Three (3) additional color copies** of the complete proposal

TECHNICAL PROPOSAL (OregonBuys or email submission)

- **One (1) copy** of the complete signed proposal

COST PROPOSAL (OregonBuys or email submission)

- **One (1) copy** of the complete signed proposal

The complete hard copy proposal, including the additional copies, are to be submitted in a single **SEALED ENVELOPE** (or box) labeled as follows and received at the following address:

**Keanna Khlafallah
Financial Analyst & Purchasing Specialist
City of Ashland
20 East Main St
Ashland, OR 97520**

**Contents: Request for Proposal
DOCSIS 3.1 Upgrade
Due by: 2:00:00 PM (PST), Friday, November 14, 2025**

Proposals may also be submitted electronically via the OregonBuys website or via email addressed to:

**Keanna Khlafallah
Keanna.khlafallah@ashland.or.us**

Please note: Late proposals will not be considered. No exceptions. It is recommended that you request available delivery options for the City of Ashland, Oregon area and verify that your method of shipment will arrive prior to the due date and time.

DUE DATE AND TIME:

The proposals must be received at the designated address listed above by **2:00:00 PM (PST), Friday, November 14, 2025**. Late proposals will **not** be considered. Faxed proposals will **not** be considered.

Period of Irrevocability

Proposals will be offers that are irrevocable for a period of **sixty (60) days** after the time and date proposals are due. Proposals will contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

The **complete proposal** is to be submitted online (OregonBuys), via email, or in hard copy as follows:

TECHNICAL PROPOSAL (hard copy submission only)

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DUE DATE AND TIME:

The proposals must be received at the designated address listed above by **2:00:00 PM (PST), Friday, November 14, 2025.** Late proposals will not be considered. Faxed or emailed proposals will not be considered.

Period of Irrevocability

Proposals will be offers that are irrevocable for a period of **sixty (60) days** after the time and date proposals are due. Proposals will contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

EVALUATION PROCESS

In accordance with ORS 279B.060 (14), The City shall award the contract to the responsible proposer whose proposal the City determines in writing is the most advantageous to the City based on the evaluation process and evaluation criteria described in this RFP, applicable preferences described in ORS 279A.120, 279A.125 and 279A.128, and, when applicable the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

An evaluation committee appointed by the City of Ashland will evaluate the proposals based on the evaluation criteria established in this Request for Proposals. Each category will be scored with a number of points, up to the maximum number of points assigned to each category. The greater the number of points assigned to a category, the greater the category's level of importance. Each proposal will be evaluated, scored and then ranked according to the evaluation criteria set forth in this RFP.

After the initial evaluation of the proposals has been completed, the Evaluation Committee may **request clarifications**. Requests for clarifications will be processed via email by the sole point of contact identified on **page 4** of this RFP. No additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions shall restate the question and provide the requested clarification.

The City of Ashland may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable laws, and the City may reject for good cause any or all proposals upon the City's findings that it is in the best interest of the City of Ashland.

If only one responsive proposal is received, the City of Ashland reserves the right to negotiate a contract with the sole responsive proposer.

The total points awarded to each proposal will be tabulated and the proposers shall be ranked accordingly. A contract with the proposer deemed to be the highest ranked proposer will then be negotiated. If negotiations with the highest ranked proposer are unsuccessful, the City of Ashland may proceed to the next highest ranked proposer, and so on until a contract is successfully negotiated.

In accordance with OAR 137-047-0260(2)((b)(A)(B)(C), the statement of work will identify the scope of work to be performed under the resulting contract, outline anticipated duties of the contractor and establish the expectations for the contractor's performance of the resulting contract. The agreed upon tasks will also identify the respective responsibilities of the contractor and City staff.

In accordance with ORS 279B.060 (16), the City shall obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated **statement of work**.

The final contract recommendation will then be subject to the approval of the City Council acting as the Local Contract Review Board.

EVALUATION CRITERIA

The proposals will be evaluated according to the following criteria.

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
Letter of Introduction, Table of Contents and Proposal Submission Form (Exhibit A)	5
Experience and Qualifications	15
Sweeping and Balancing plan	20
Node upgrade plan	20
Project timeline	10
New Technologies and/or Additional Services	10
References	10
Certificate of Compliance and Goods and Services Agreement (Exhibit B & Exhibit C)	5
SUBTOTAL	95
Cost Proposal	25
TOTAL	120

EXHIBIT A

Request for Proposals
DOCSIS 3.1 Upgrade
October 15, 2025

Proposal Submission Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for **DOCSIS 3.1 Upgrade**, released on **October 15, 2025**. The proposer warrants that the proposer has carefully reviewed the RFP and that this proposal represents the proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. __, __, __, __, __ to this RFP.

Full legal name of company:	
Principle owner's name:	
Business Address:	
State and location of company headquarters:	
Year business established:	
Telephone Number:	
Fax Number:	
Email Address:	
Authorized Signature:	
Printed/Typed Name:	
Title:	
Date:	

EXHIBIT B

Certificate of Compliance

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0260(2)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the proposer in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), OAR 137-046-0210(2) and OAR 137-047-0260(2)(a)(E), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of proposer in this matter, and to the best of my knowledge the proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a minority, women or emerging small business enterprise certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining a required subcontract.

Corporate Officer:

By: _____
Signature

Print Name

Title: _____

Date: _____

EXHIBIT C



Goods and Services Agreement

City Information

City of Ashland

Attn:

Ashland, Oregon 97520

Phone:

Email:

Contractor Information

Firm Name:

Contact:

Address:

Phone:

Email:

Contract Summary

Procurement Method:

Completion Date:

Contract Amount:

Description of Services:

Supporting Documents:

Dated:

Dated:

Dated:

Dated:

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and the Contractor listed under Contractor Information above, (hereinafter "Contractor"), for the services listed under Description of Services and the Supporting Documents as noted in the Contract Summary above.

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents. In the event of conflict between provisions of the Supporting Documents, the Supporting Documents shall be given precedence in the order listed above. The Contractor's initials [_____] herein signify acknowledgment and agreement to this provision, if applicable, or if not sign "N/A".

The goods and services defined and described in the Supporting Documents shall hereinafter be collectively referred to as "Work."

1. Term and Termination

- 1.1. **Term.** This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date") and shall continue in full force and effect until the Completion Date indicated in the Contract Summary on page one of this Agreement unless sooner terminated as provided in Subsection 1.2.

1.1. Time is of the essence. Time is of the essence for Contractor's performance of each and every obligation and duty under this Agreement. City, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this Agreement if Contractor fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

1.2. Termination

- 1.2.1. The City and Contractor may terminate this Agreement by mutual agreement at any time.
- 1.2.2. The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 1.2.3. Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

2. Compensation

- 2.1. City shall pay Contractor the sum listed as the "Contract Amount" in the Contract Summary on page one of this Agreement as provided herein as full compensation for the Work as specified in the supporting documents.
- 2.2. In no event shall Contractor's total of all compensation and reimbursement under this Agreement exceed the "Contract Amount" listed in the Contract Summary without express, written approval from the appropriate Department Head or City Manager. Contractor acknowledges that any work delivered, or expenses incurred without authorization as provided herein is done at Contractor's own risk and as a volunteer without expectation of compensation or reimbursement.

3. Contractor's Obligations

- 3.1. **Performance.** Provide the goods or services as set forth in the Supporting Documents attached hereto and, by this reference, incorporated herein.
- 3.2. **Nondiscrimination.** Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small

business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

3.3. **Subcontractor Notification.** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractors of the Contractor's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

3.4. **Living Wage Requirements.** If the amount of this Agreement is \$27,163.00 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

4. Contractor's Compliance with Tax Laws

4.1. Contractor represents and warrants to the City that:

4.1.1. Contractor shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and
- Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

4.1.2. Contractor further certifies that contractor is not in violation of any Oregon tax laws referenced in ORS 305.380(4).

4.2. **Tax Compliance Breach.** Contractor's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

5. **Insurance.** Contractor shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance. Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall include:

5.1. **Commercial general liability** -- with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence and \$3,000,000 (three million dollars) in the aggregate for Bodily Injury and Property Damage.

5.2. **Commercial Automobile Liability** -- with a combined single limit, or the equivalent of not less than \$2,000,000 (two million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles.

5.3. **Additional forms:** _____ (See Attached)

5.4. **Worker's Compensation.** Contractor shall, at its own expense, maintain Worker's Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all of its subject workers. As evidence of the insurance required by this Agreement, the Contractor shall furnish an acceptable insurance certificate prior to commencing any Work with limits not less than \$500,000.

5.4.1. Workers' Compensation Exemption: If applicable, Contractor affirms and certifies that it is exempt from providing Workers' Compensation per ORS 656.027.

Exemption criteria:

Contractor initials if exempt: _____ Date: _____

6. **Additional Insured/Certificates of Insurance.** The Contractor shall name the City of Ashland, Oregon, along with its elected officials, officers, and employees, as Additional Insureds on all insurance policies (excluding Professional Liability and Workers' Compensation) necessary for this Agreement. This inclusion applies solely to the services provided by the Contractor under this Agreement. The Contractor's insurance must be primary and non-contributory. Before commencing work, the Contractor must provide acceptable insurance certificates as proof of the required coverage. These certificates must specify all parties included as additional Insureds, treating each named and additional named insured as if they were covered under separate policies, without increasing policy limits. Insuring companies or entities must be accepted by the City. Upon request, the Contractor must provide complete copies of insurance policies and trust agreements to the City. Additionally, the Contractor must provide an endorsement naming the City, its officers, employees, and agents as additional insureds by the Effective Date of this Agreement, accompanied by approved certificate(s) of insurance.

7. **Indemnity.** Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.

8. Notice

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the addresses set forth above with a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

6. Remedies

- 6.1. In the event Contractor is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1. Termination of this Agreement.
 - 6.1.2. Withholding all monies due for the Work that Contractor has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively.
 - 6.1.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief.
 - 6.1.4. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 6.2. **Default:** The Contractor shall be in default of this Agreement if Contractor: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or, without written authorization by the City, attempts to assign rights in, or delegate duties under, this Agreement.
- 6.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

7. General Provisions

- 7.1. **Non-exclusive Agreement.** City is not obligated to procure any specific amount of Work from Contractor and is free to procure similar types of goods and services from other Contractors in its sole discretion.
- 7.2. **Independent Contractor Status.** Contractor is an independent contractor and not an employee or agent of the City for any purpose.
- 7.3. **Statutory Requirements.** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235
- 7.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

- 7.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 7.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.
- 7.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).
- 7.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.
- 7.9. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.
- 7.10. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 7.11. **Severance.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Contractor and the City set forth in this Agreement.
8. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement 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 agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

WITNESS WHEREOF, the parties have executed this Agreement in their respective names by their duly authorized representatives as of the dates indicated below. This Agreement may be executed in two counterparts, each of which shall be deemed an original, with equal force and effect as if executed in a single document.

CITY OF ASHLAND:

(CONTRACTOR):

By: _____

Signature

Alistair Andre

Printed Name

Date

By: _____

Signature

Printed Name

Title

Date

Purchase Order No. _____

(W-9) is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

City Attorney

EXHIBIT D

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$19.44 per hour, effective June 30, 2025.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$27,163** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on

a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **\$27,163**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted in areas where it can be seen by all employees.



EXHIBIT E

Bill Of Materials

Product Number	Product Description	Qty
COS-RPL+RPN-PNU-ANN-1C-MP	NO PEBBLE NO-SPLIT << Ripple+ Pluggable Node consisting of: // 1x COS-RPL+BDL-1 // 1x COS-RPL1-RPN-HSG-P // 1x COS-RPL+RFTC-U-A // 1x COS-RPL1-PS-180C>>	20
COS-PBL1-2US-HR01	Pebble1 RPD, 2US, for Harmonic Ripple1 Node	20
COS-SPR-RPL1-CBL-3RF-S	SET OF 10 X RF CABLING HARNESS FOR RIPPLE1/+ NODE. 3 CABLES PER HARNESS (1XDS+2XUS)	2
COS-RPL+PDPLX-H-4PCS-KIT	4 PCS KIT OF COS-RPL+PDPLX-H, 204/246 HI-SPLIT PLUGGABLE DIPLEXER KIT FOR RIPPLE+	20
COS-RPL1-BUOY	BUOY POWER BACKUP MODULE FOR RIPPLE NODE, TO PROTECT AGAINST BRIEF POWER OUTAGES	20
COS-SRVCBL-4SU4L5824-30M	RPHY SERVICE CABLE, 8 FIBERS, 4 X SC/UPC + 4X LC/UPC, 5/8-24 WATERPROOF CONNECTOR, 30 METER	20
COS-SPR-RPL1-CLAMP-4-KIT	CABLEOS-RIPPLE-1, STANDARD, 4 INCH NODE HOUSING CLAMP KIT (2PCS) PLUS HARDWARE	20
FW-COS-DS-RFPORT	COS DS PORT D30+D31, DATA+VIDEO, ANY SCALE	20
COS-OPS-LINK-CN-FC1-AC	DATA AGGREGATION LINK SERVER FOR CLOUD-NATIVE SYSTEMS, FC-PLATFORM, AC POWER	1
QSFP-4LC-C1-3M	QSFP BREAKOUT, 1X QSFP+ TO 4X DUPLEX-LC, 3M, MULTIMODE FIBER, TAA COMPLIANT	1
CE-GSF9400-01	Harmonic CableEdge SFP+ Module 10G, 850 nm, Multimode Duplex LC connector Fiber Channel	1
COS-CRE-M1-6C-48Y-IPBASE-AC	Full-Scale DAAS, IP Infusion-S8901-54XC, AC, OCnOS IPBASE LICENSE, WITH 6 X QSFP28 PORTS AND 48 X SFP28 PORTS, TEMP UP TO 45°C	1
QSFP-100G-AOC-MMF-1M	QSFP-TO-QSFP 100G ACTIVE OPTICAL CABLE, MULTI-MODE FIBER, C-TEMP, 1 METER	1
COS-WHRF-UF9510AC-LA	WHARF HARDENED DAAS AND CRE, AC POWER, OCnOS MPLS LICENSE, MODEL IP Infusion-S9510-28DC WITH 24 X 25G, 2 X 100G, 2 X 400G PORTS, AMB TEMP UP TO 65°C	1
COS-SRV-FC-G1M1-N1-AC	MID-SCALE COS SERVER, FC PLATFORM, 2X 5TH-GEN XEON CPU, CTX6 NIC, DUAL 1300W AC PSU	1
QSFP-100G-AOC-MMF-1M	QSFP-TO-QSFP 100G ACTIVE OPTICAL CABLE, MULTI-MODE FIBER, C-TEMP, 1 METER	1
COS-OYS-PON-NN-NN-NN-U-AM-NN	OYSTER-1 BUNDLE, for US/Can/LATAM, without JTY/PRL << Oyster bundle consisting of: // 1x COS-OYSN1-BDL // 1x COS-OYSN-PON-AM-U-N // 1 X COS-OYS-PS-68D >>	1
COS-JTY1S-6T-2M-HR01	Jetty-1 Outdoor Switch Module, 6x 10G SFP ports, 2x MACsec ports	1
COS-FIN1-20-I	10G SFP+ based OLT, XGS OR 10G EPON, PR30+, 20km range, Industrial temperature	1
COS-CRE-M1-6C-48Y-IPBASE-AC	Full-Scale DAAS, IP Infusion-S8901-54XC, AC, OCnOS IPBASE LICENSE, WITH 6 X QSFP28 PORTS AND 48 X SFP28 PORTS, TEMP UP TO 45°C	1
QSFP-4LC-C1-3M	QSFP BREAKOUT, 1X QSFP+ TO 4X DUPLEX-LC, 3M, MULTIMODE FIBER, TAA COMPLIANT	1

CE-GSF9400-01	Harmonic CableEdge SFP+ Module 10G, 850 nm, Multimode Duplex LC connector Fiber Channel	1
MB120-204-SL-HEX	Integrated Dual Amp MB120 1.2 GHz GaN Output w/47 dB gain, 204/258, AGC 711.00 MHz, 16.1 dB Slope, 27 dB US Gain, Electronic Module Only	143
531344-002-00	MB-15All KIT-R, 1.2 GHZ 15 Amp platform kit to upgrade older 10 Amp housings	143
BLE120-204-SL-HEB	Line Extender BLE120 1.2 GHz GaN w/38 dB Gain, 204/258, AGC 711.00 MHz, 10.4 dB Slope, 27 dB US Gain, Electronic Module Only	152
531344-004-00	BLE-120-KIT, 15 Amp platform kit to upgrade older Line Extender housings for improved performance to 1.2 GHz	152

EXHIBIT F



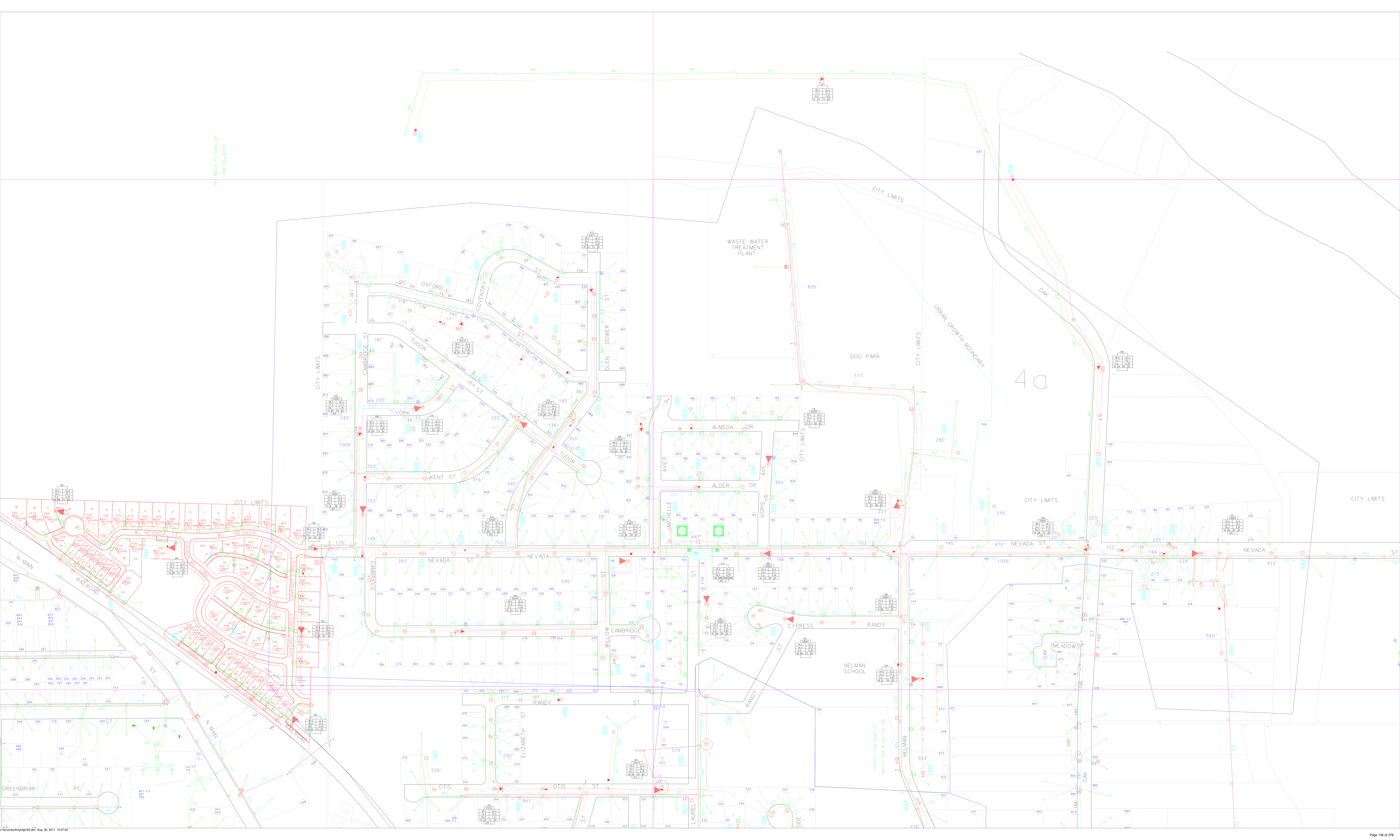
Scale 1"=75'

1b

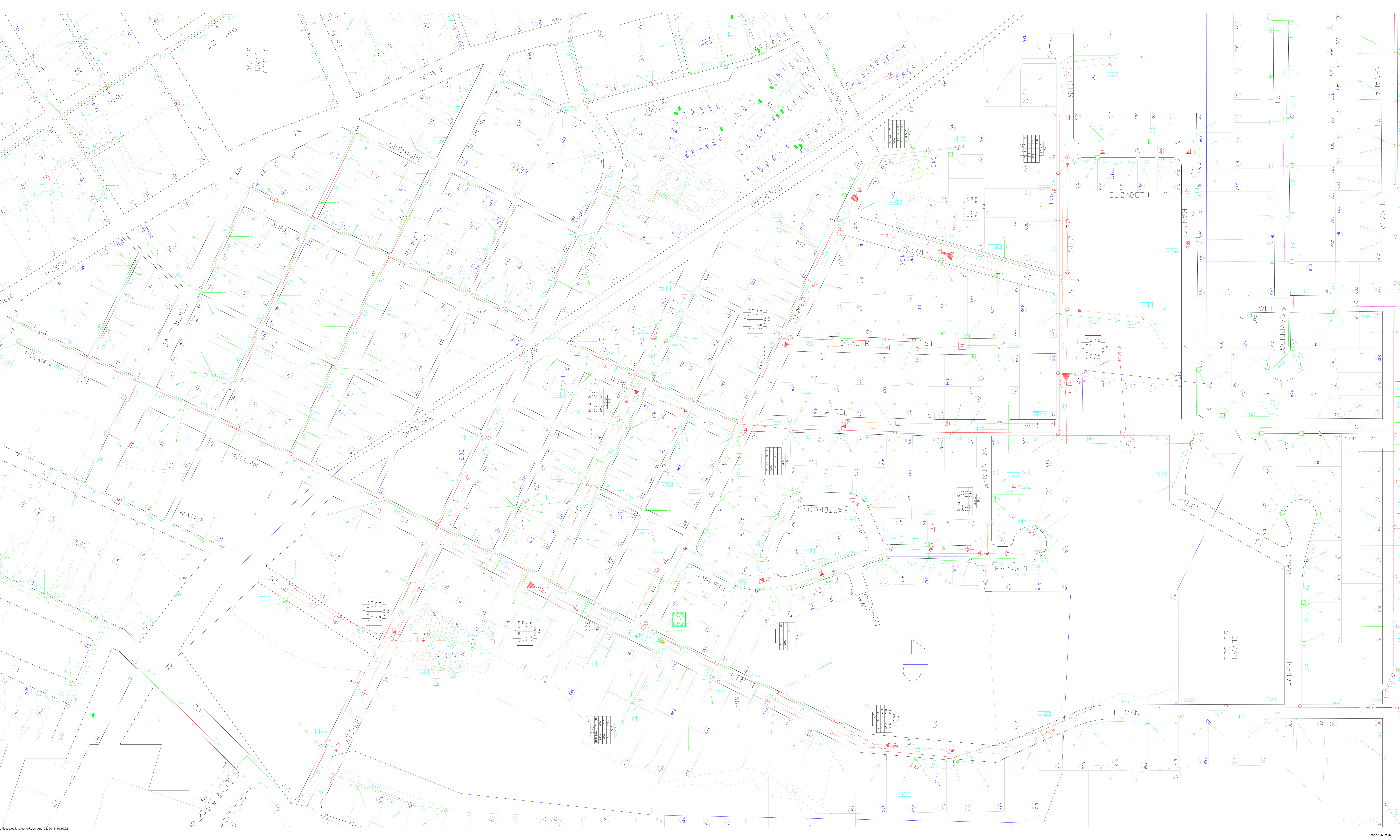
no connections down Walker Ave.

WALKER MIDDLE SCHOOL

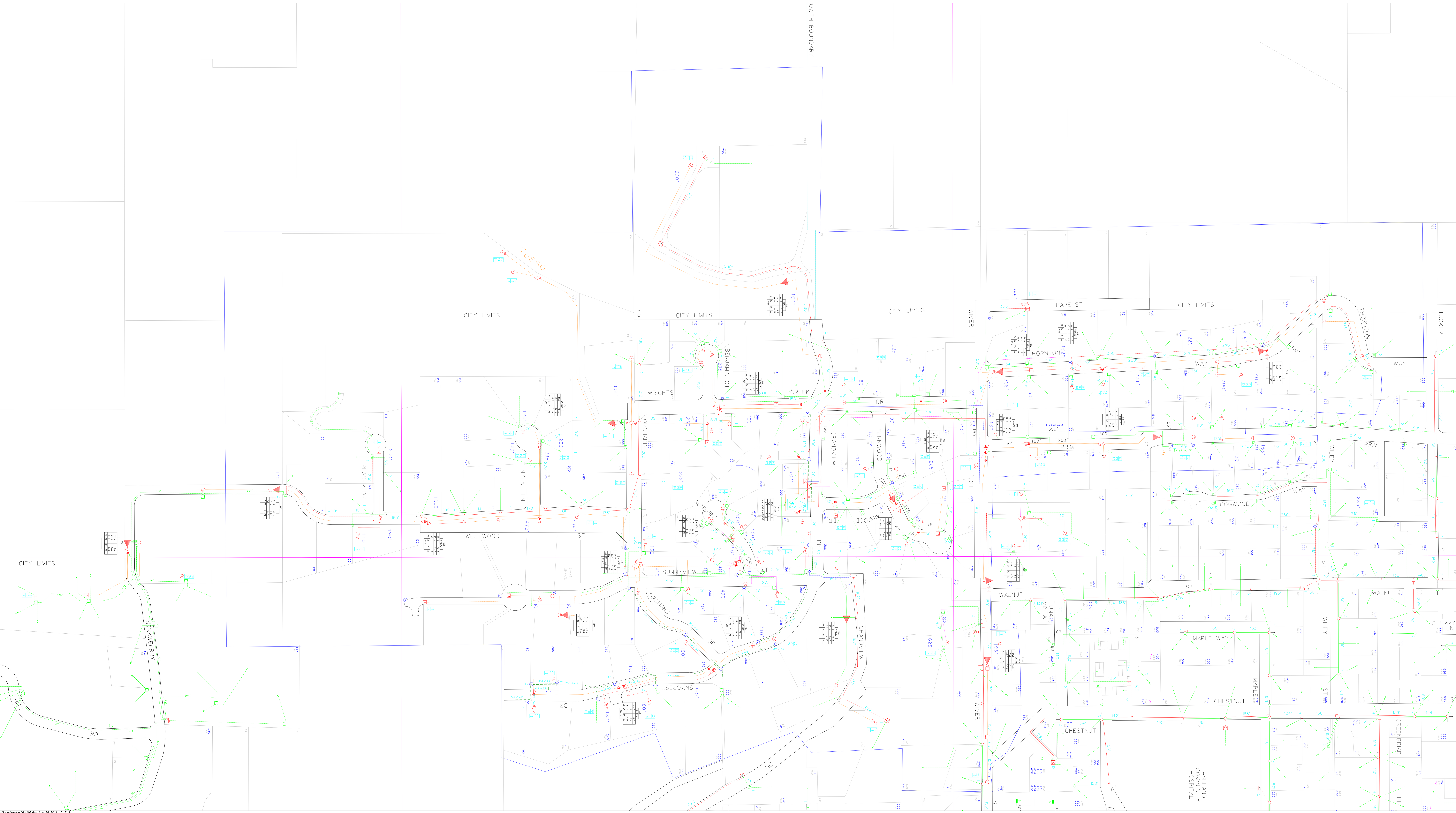


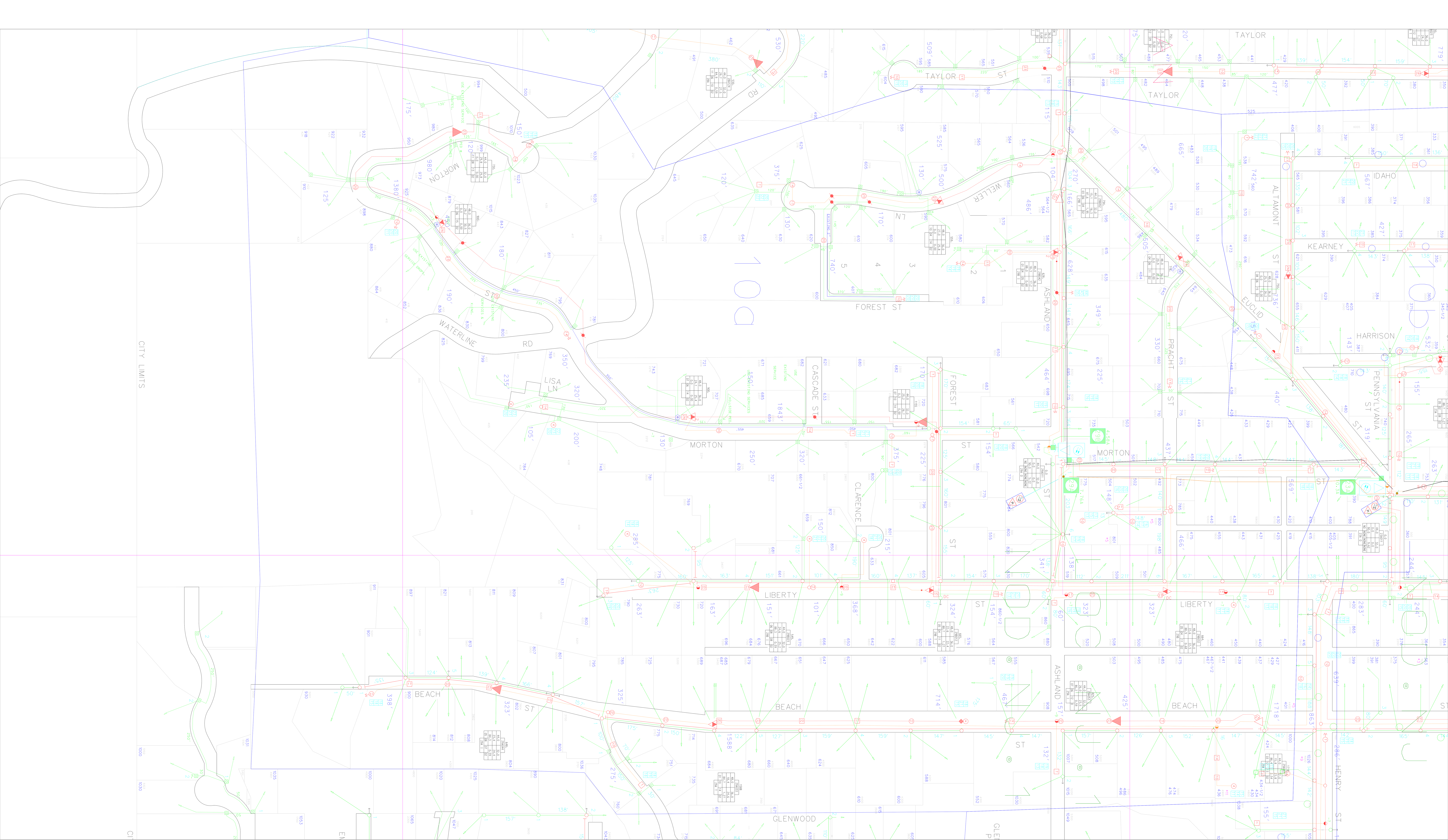


No MDUs To Design
JBB 06.2000

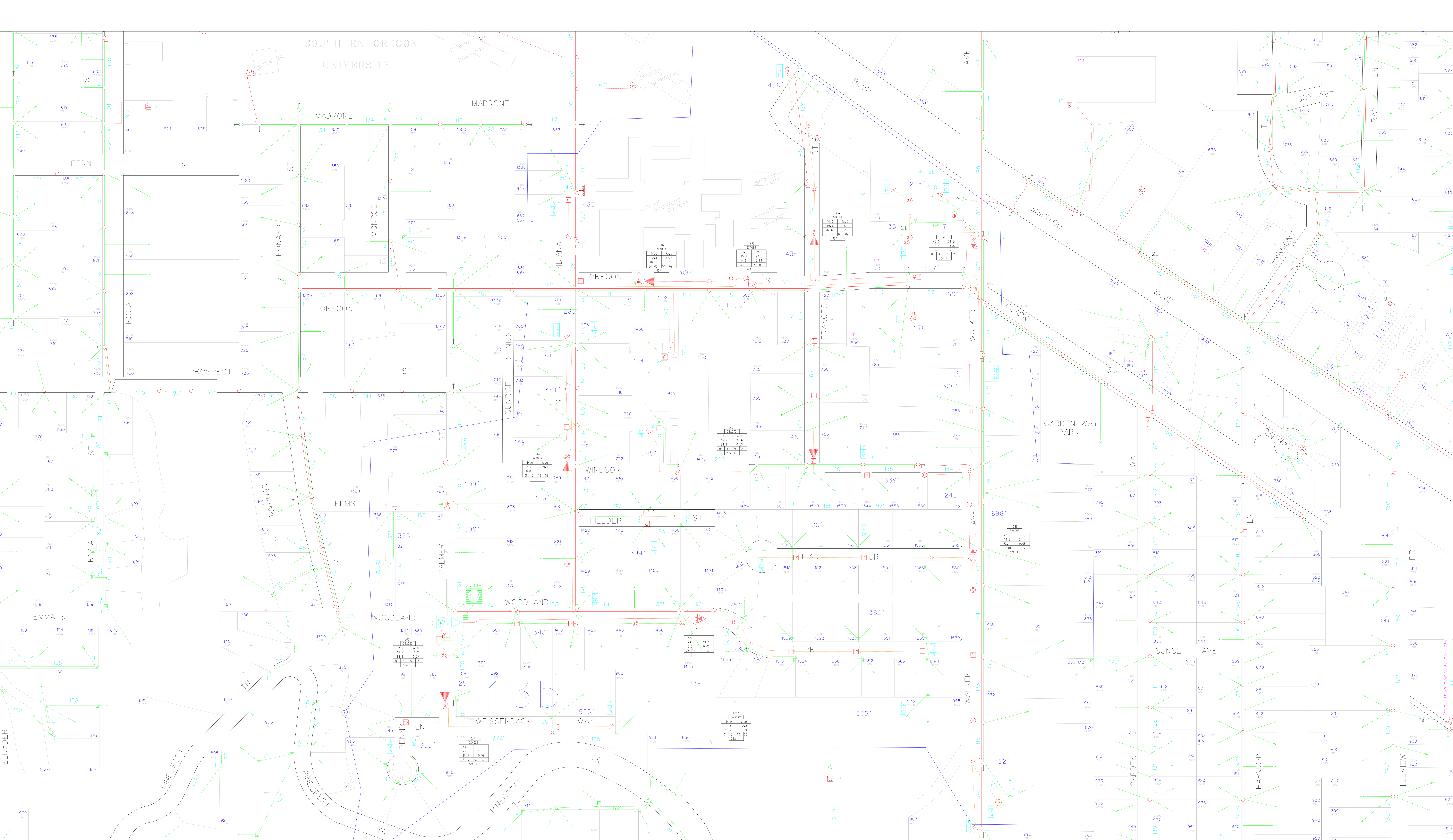


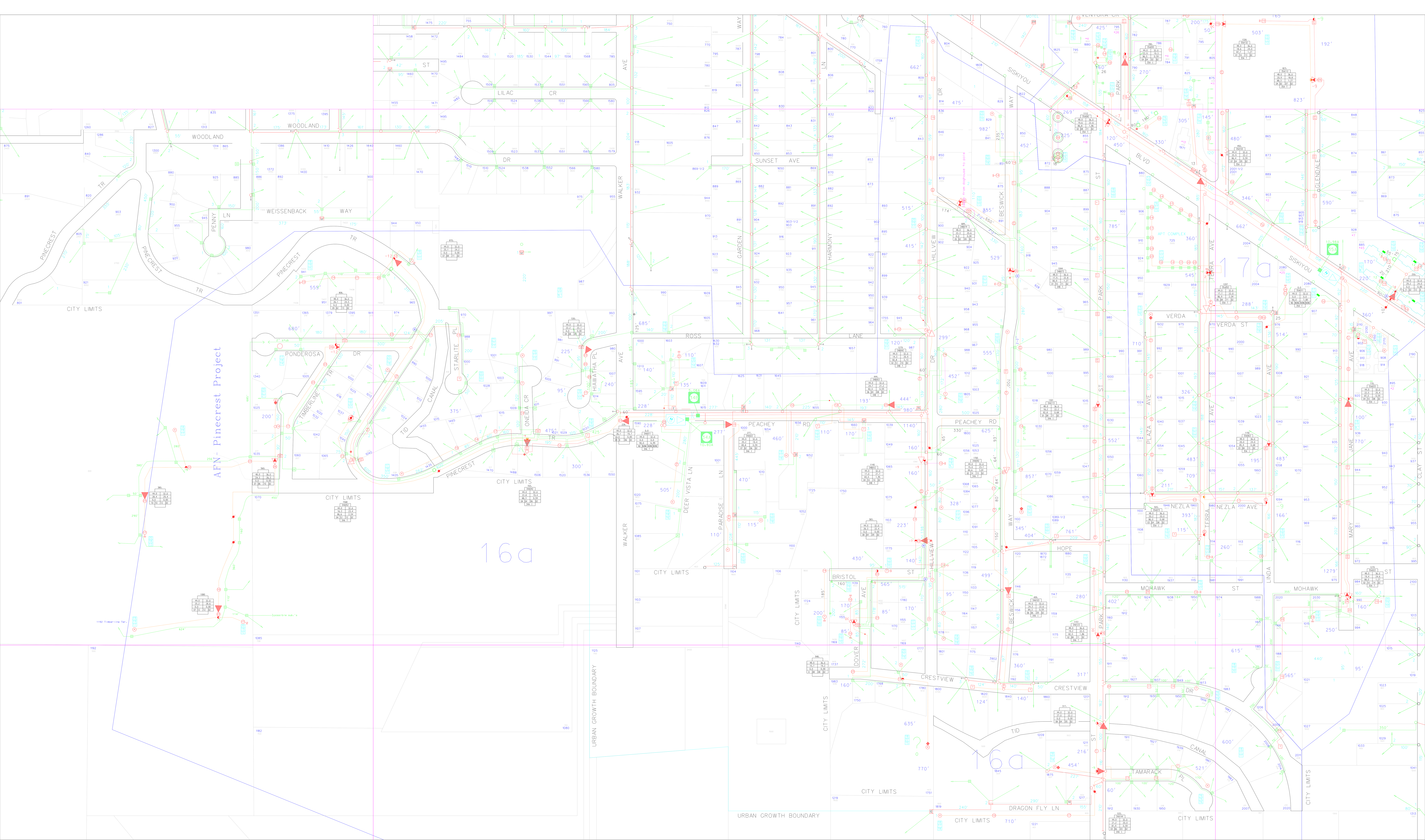


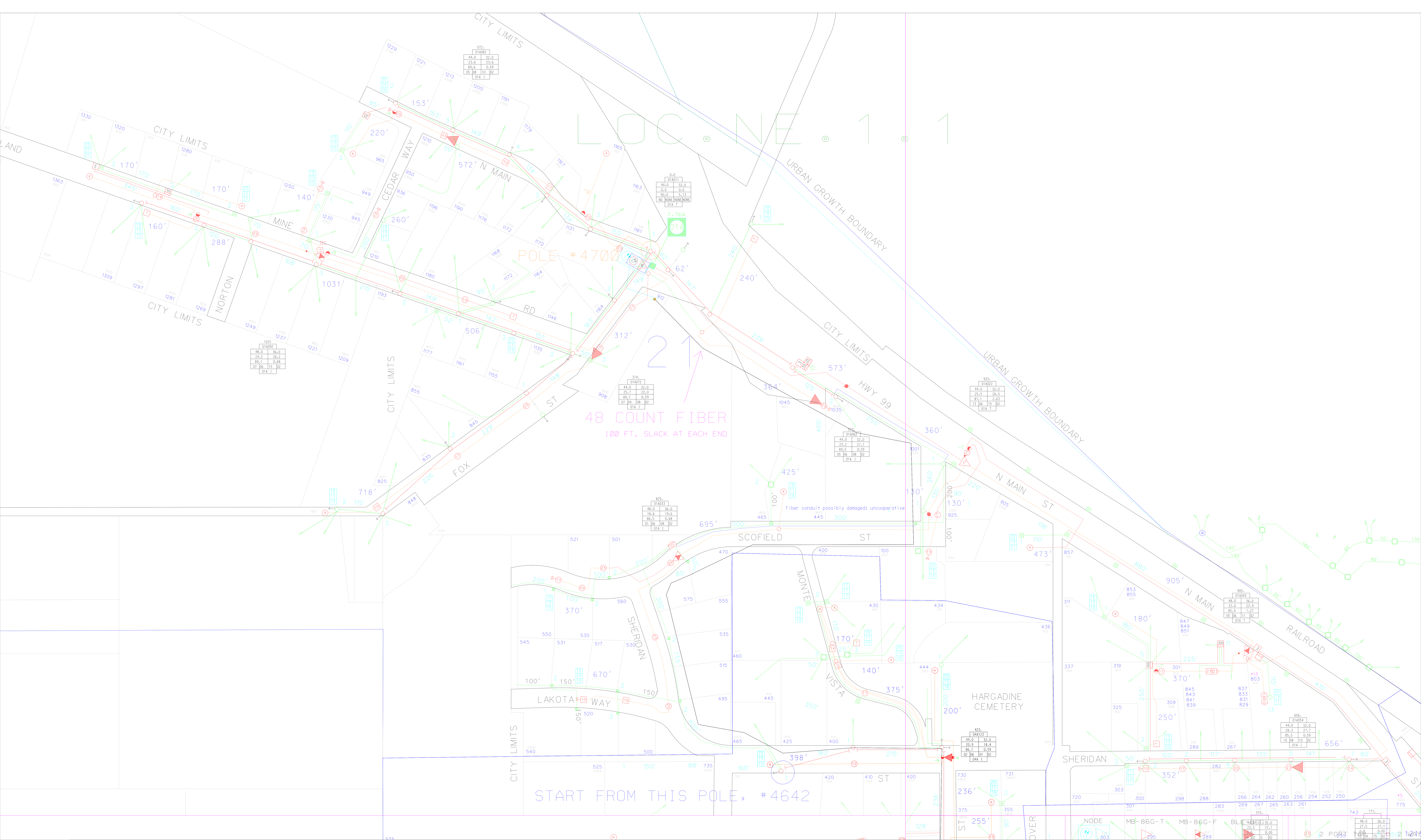


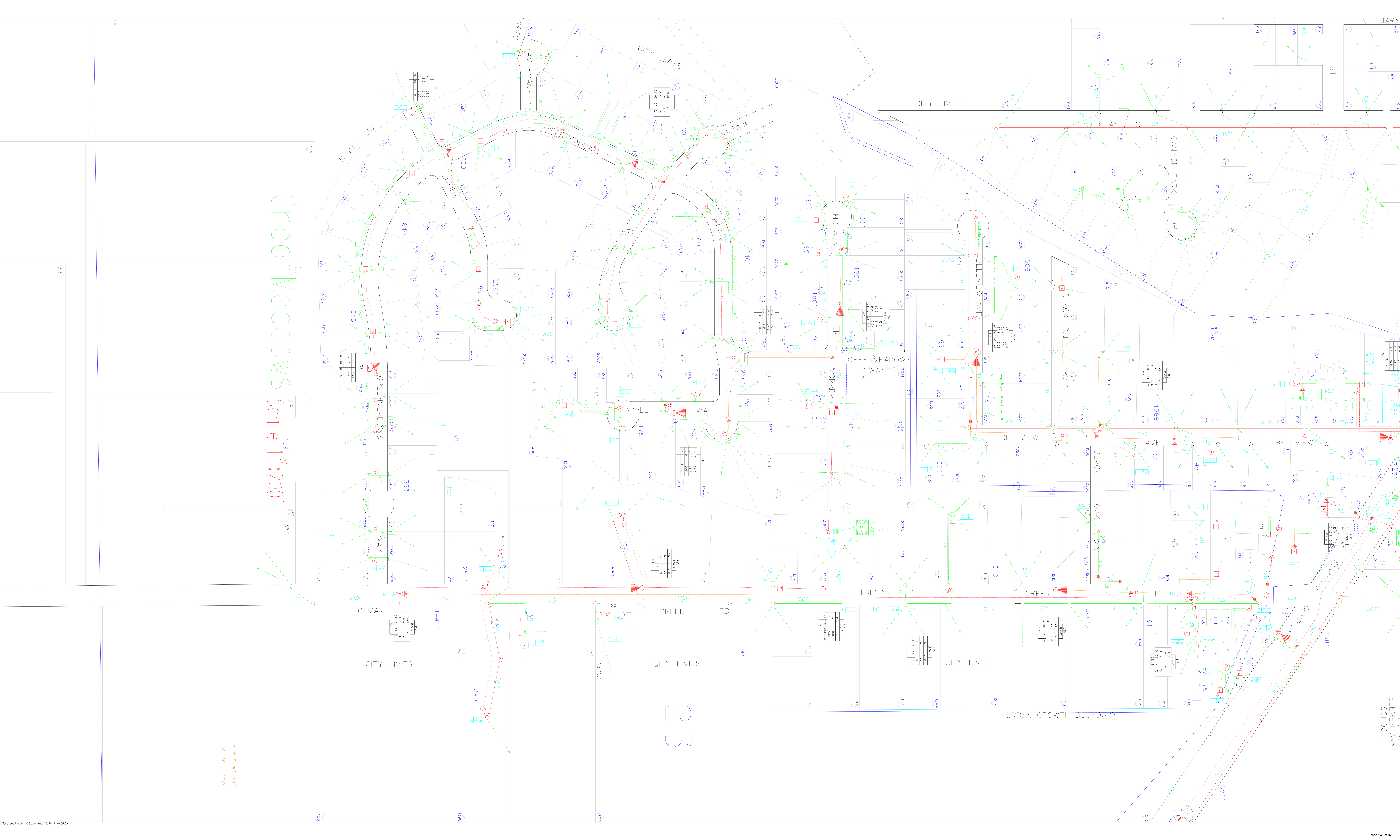












Green Meadows
Scale 1" = 200'

23

W016 879951.DWG
JDB 06-14-2000



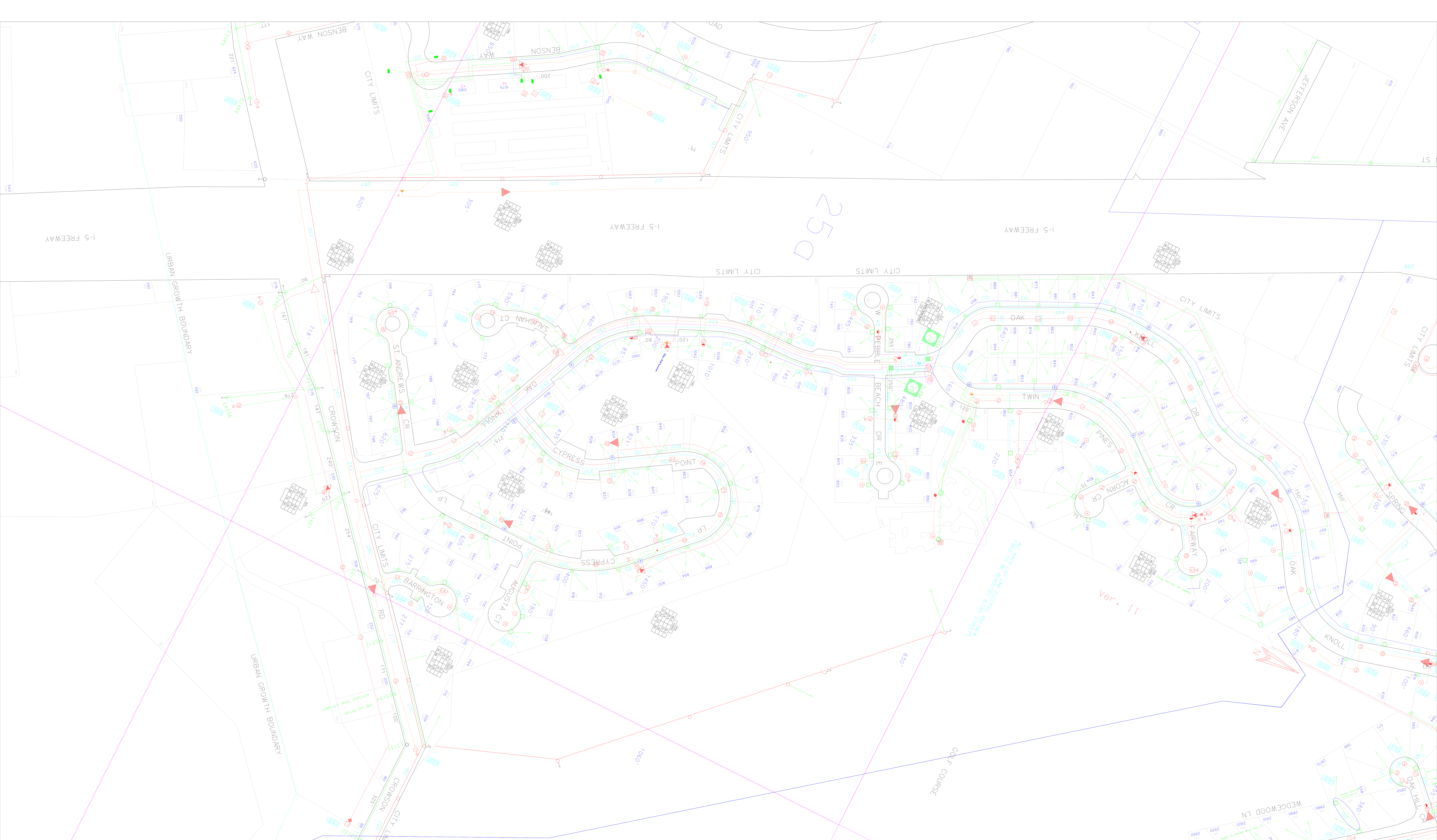


EXHIBIT G

Node	1a	1b	3	4a	4b	5a	6a	7	10a
2p4	11	5	6	17	7	2	10	19	6
4p4	0	0	0	1	1	0	3	1	0
2p7	5	1	4	12	1	1	1	4	1
4p7	14	4	5	11	8	13	10	12	11
2p10	2	1	3	7	3	3	6	8	1
4p10	6	3	6	8	10	7	5	2	10
8p10	11	4	2	1	3	8	1	0	3
2p12	10	2	3	13	6	1	2	5	5
2p14	20	4	7	17	14	5	7	11	7
4p14	3	4	2	1	0	3	2	1	5
8p14	6	2	1	0	4	7	0	0	1
2p15	0	2	0	0	0	0	0	0	0
4p15	2	2	2	5	2	2	1	0	1
2p17	11	5	4	16	6	4	3	9	3
4p17	7	6	3	6	4	2	7	2	8
8p17	2	0	0	0	3	3	0	0	0
2p20	7	9	1	11	4	3	4	11	9
4p20	5	1	6	7	5	4	3	2	8
8p20	5	0	0	0	1	3	1	0	2
2p23	11	8	5	16	8	2	6	8	9
4p23	5	1	0	10	6	4	5	0	4
8p23	2	2	1	0	1	4	1	0	7
2p26	3	1	0	2	2	1	2	1	0
4p26	1	0	2	1	0	0	1	0	3
-3	20	13	2	7	10	11	6	9	8
-7	2	2	3	5	1	5	1	6	1
-9	6	1	1	5	10	2	8	0	3
-12	2	0	1	6	1	2	0	3	1
636	3	0	0	1	0	0	0	0	0
Taps	149	67	63	162	99	82	81	96	104
Splitters	33	16	7	24	22	20	15	18	13
Minibridgers	9	5	7	10	8	4	5	6	6
BLE-LE	14	5	12	14	4	7	6	11	5
EQ	0	0	0	2	1	1	0	1	1

Node	11	13a	13b	16a	20	21	23	24	25a	25b
2p4	5	0	7	21	3	8	7	5	15	11
4p4	0	0	0	0	0	0	0	9	0	0
2p7	2	0	1	11	3	0	2	0	13	4
4p7	7	19	7	8	13	4	10	0	5	2
2p10	9	6	5	9	0	0	6	5	10	7
4p10	0	12	5	4	8	4	6	7	5	1
8p10	0	0	5	0	8	1	2	3	1	1
2p12	0	7	6	6	6	4	5	3	7	1
2p14	8	11	3	20	2	3	5	5	17	10
4p14	1	4	1	4	2	0	2	1	2	1
8p14	3	0	2	1	5	2	1	4	1	2
2p15	0	0	0	0	0	0	0	0	0	0
4p15	0	2	1	1	3	2	1	7	3	2
2p17	7	13	2	10	6	2	5	3	8	6
4p17	6	2	8	5	3	1	5	2	4	4
8p17	0	0	1	0	3	1	0	2	0	0
2p20	5	10	3	10	2	4	3	4	6	9
4p20	5	5	2	3	1	0	3	2	0	1
8p20	2	0	0	2	8	0	1	3	0	0
2p23	14	8	10	17	3	7	8	2	12	13
4p23	4	3	3	3	0	2	5	7	7	1
8p23	0	0	0	1	3	1	1	2	0	1
2p26	2	1	1	2	3	1	0	0	1	1
4p26	2	0	0	2	0	0	1	4	0	0
-3	4	5	7	10	9	5	9	11	12	4
-7	6	4	4	2	3	2	9	5	3	3
-9	2	9	1	4	3	4	8	3	5	5
-12	0	0	0	3	0	0	1	3	1	2
636	0	0	0	0	2	0	1	0	2	0
Taps	82	103	73	140	85	47	79	80	117	78
Splitters	12	18	12	19	17	11	28	22	23	14
Minibridgers	6	7	4	11	6	4	5	9	8	6
BLE-LE	8	5	5	10	3	4	5	7	5	10
EQ	1	1	0	3	1	0	1	0	0	2



Where Technology
Means More®

City of Ashland

DOCSIS 3.1 Upgrade

TECHNICAL PROPOSAL

November 14, 2025

Brian Burnett

Senior Account Executive

Address

Phone:

Email:



Letter of Introduction

November 14, 2025

Chad Sobotka, AFN Operations Manager
City of Ashland

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for **DOCSIS 3.1 Upgrade**. We have reviewed City of Ashland's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that City of Ashland and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight how our strengths and expertise can be applied to your organization to generate positive business results. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don McLaughlin', written over a horizontal line.

Don McLaughlin
Senior Vice President

Required Language:

ePlus Technology, inc.

Brian Burnett, Sr Account Executive

HQ: 13595 Dulles Technology Drive
Herndon, VA 20171

Phone: 503-937-6970

Fax: 703-984-8600

Email: Brian.Burnett@eplus.com



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Attachments:

Attachment 1 – Ashland DOCSIS 3.1 upgrade timeline

Attachment 2 – ePlus Certificate of Insurance

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Herndon, VA 20171
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ePlus as a Reseller

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

PROPOSAL VALIDITY PERIOD

This proposal is valid for sixty (60) days from the date of submission (11/14/2025).



Executive Summary

On behalf of ePlus Technology, Inc., Service Provider Group, we are pleased to submit our proposal in response to the RFP for DOCSIS 3.1 Upgrade Project for the City of Ashland. We understand the strategic importance of expanding high-speed broadband infrastructure to underserved areas and are honored to be considered a trusted technology partner in delivering this essential service to the residents and businesses of the City of Ashland.

ePlus brings deep experience in designing, deploying, and supporting carrier-grade transport solutions for broadband and rural service providers across the Northwest and nationwide. The ePlus Service Provider Group has decades of experience enabling successful large-scale broadband expansion projects, including those funded by federal, state, and local initiatives. Our expertise spans across CMTS/DOCSIS, optical transport, routing, and network infrastructure, with a proven track record of successful partnerships with public sector and municipal broadband stakeholders.

Through our robust network of over 2,000 industry-leading manufacturers, including strong relationships with OEMs such as Harmonic, Cisco, Calix, Juniper, Ciena, Nokia and others, we are uniquely positioned to deliver a comprehensive, cost-effective, and scalable solution that meets the specific technical requirements and timeline of this project. Our proposed solution focuses on maximizing performance, reliability, and operational efficiency, while ensuring long-term value and ease of management for the city and its broadband partners.

The ePlus team looks forward to the opportunity to support the City of Ashland's DOCSIS 3.1 upgrade initiative and contribute to bridging the digital divide through innovative and future-ready access broadband technology. We are committed to delivering excellence—from solution design and procurement to deployment, integration, and ongoing support—and to being a collaborative partner in the City's broadband expansion journey.

Thank you for the opportunity to participate in this important initiative.

Best regards,

Brian Burnett
Sr Account Executive
ePlus, Service Provider Group
brian.burnett@eplus.com
503-207-3262

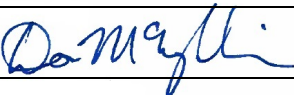
Request for Proposals
DOCSIS 3.1 Upgrade
October 15, 2025

Proposal Submission Form

The undersigned proposer submits this proposal in response to the City's Request for Proposals (RFP) for **DOCSIS 3.1 Upgrade**, released on **October 15, 2025**. The proposer warrants that the proposer has carefully reviewed the RFP and that this proposal represents the proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the City, agrees to the terms and conditions found in the attached contract and RFP or has submitted terms and conditions acceptable to the City, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the contract. Indicate in the affirmative by initialing here: DM

The proposer hereby acknowledges receipt of Addendum Nos. __, __, __, __, __ to this RFP.

Full legal name of company:	ePlus Technology, inc.
Principle owner's name:	ePlus Technology, inc. is a wholly owned subsidiary of ePlus inc., a publicly traded Corporation (NASDAQ NQGS: PLUS)
Business Address:	13595 Dulles Technology Drive Herndon, VA 20171
State and location of company headquarters:	13595 Dulles Technology Drive Herndon, VA 20171
Year business established:	January 15, 2000
Telephone Number:	703-984-8400
Fax Number:	703-984-8600
Email Address:	info@eplus.com
Authorized Signature:	
Printed/Typed Name:	Don McLaughlin
Title:	SVP
Date:	11/14/2025

Experience and Qualifications

- Describe in detail the proposer's experience with DOCSIS 3.1 Remote PHY Devices (RPD) technology, with an emphasis on Harmonic equipment.

ePlus Response: Included in the following bullet point response

- Describe in detail your staff experience at upgrading legacy DOCSIS 3.0 plants to DOCSIS 3.1 with Remote PHY.

ePlus Response: As a leading expert in broadband access technologies, ePlus proactively partners with innovative service providers like Ashland Fiber Network (AFN). Our extensive experience in addressing the complex challenges faced by broadband providers informs us of our approach and guides our interactions with clients like AFN. During our initial discussions with AFN, it became clear that a more strategic approach was needed. Rather than simply conducting an HFC plant sweep, which would have yielded limited improvements, we collaborated with AFN to develop a comprehensive plan for optimizing their existing HFC network.

The Service Provider Group (SPG) at ePlus has a rich history in the cable industry, spanning decades of plant upgrades, DOCSIS deployments, and Remote PHY (R-PHY) upgrades with multiple system operators (MSOs), smaller system operators, and a service provider once owned and operated by the SPG team. Our engineers have been involved in DOCSIS equipment, upgrades, and deployments since the inception of the DOCSIS standard, including traditional integrated CMTS, virtual CMTS (vCMTS), and R-PHY. Notably, our team was responsible for one of the first R-PHY deployments in the country by a provider other than the largest pioneering MSOs.

Long recognized as an industry leader, the SPG hosted the Cisco cBR-8 lab that was utilized in Cisco's official educational training sessions. This started as the internal network lab to make sure our engineers were up to speed and experienced on the platform prior to engaging with customer networks. This internal lab setup is common with many of the platforms recommended by ePlus. As the DOCSIS products continue to improve and evolve, we now have a Harmonic cOS vCMTS in our lab and have become a Platinum level partner with them. We are currently supporting 10+ customers with their transition to vCMTS.

The SPG recognized the benefits of R-PHY and immediately became a proponent of the technology. We have helped several service providers review their networks to see how they could benefit from the technology. Starting first in the big iron CMTS world and moving now into the vCMTS arena, our engineers have made quick work of streamlining 40+ customer networks to support R-PHY.

Our partner's HFC experience is extensive, spanning decades of various projects that have included design, implementation, and everything in between. ePlus has worked on system walkouts, design, and as-built documentation of HFC plants, as well as upgrades to forward and return path systems, including 330, 450, and 550 MHz plants, and even the latest 1.8 GHz / 396 MHz DOCSIS 4.0 ready plants. ePlus has been installing and sweeping DOCSIS 3.1 Remote PHY nodes for 5+ years.

These projects have been driven by a range of factors, including the need to segment nodes, reduce cascades, or migrate from legacy analog RF links to DAA with R-PHY. Our goal is always to increase reliability while reducing maintenance costs and service group sizes, resulting in increased bandwidth for subscribers.

We've taken a variety of approaches to achieve these goals, from economic module swap upgrades to full rebuilds and new plant extensions. Throughout these projects, we've kept a keen eye on the future, always looking for ways to support our customers' evolving needs. By investing in the latest technologies and techniques, we've been able to deliver faster internet speeds, more reliable connections, and improve overall service quality.

The SPG has established a niche in the market by planning and executing upgrades for HFC operators, focusing on both outside plant (OSP) and DOCSIS platform enhancements. Recent examples include successful projects with Shentel, Astrea (now acquired by Charter), and PVT.

Similar Customers & Projects

Shentel, a Virginia-based service provider founded in 1902, operates both fiber and HFC networks. We are currently working with Shentel on a multi-year OSP upgrade to high split and 1.2 GHz, with plans for future migration to 1.8 GHz. As part of this project, new Harmonic R-PHY nodes are being deployed, supported by the cOS virtual CMTS. This approach provides a faster and more cost-effective path to increased capacity and reliability while maintaining a path to a passive optical network (PON) in the future.

Astrea, which started in 2007 by acquiring and upgrading older cable systems, built itself into an MSO by upgrading OSP and tying systems together with a fiber backbone network. As R-PHY technology emerged, our team helped Astrea centralize CMTS units, gain operational efficiencies, increase capacity, and enhance customer satisfaction. Astrea has since been acquired by Charter, which recognized the value of their successful network.

Penasco Valley Telephone, founded in 1949 as a cooperative focused on rural connectivity, has grown into a network covering 4,929 square miles. Our Service Provider Group has assisted PVT over the years in expanding its DOCSIS capabilities from 2.0 to 3.0 with traditional integrated CMTS and later adding R-PHY extensions to replace long analog links. Most recently, we helped PVT upgrade to a virtual CMTS and DOCSIS 3.1.

The ePlus SPG is equipped to help operators of any size design and implement efficient and reliable solutions for their subscribers, leveraging our extensive experience and expertise in broadband access technologies.

- Describe in detail your staff experience with sweeping and balancing DOCSIS 3.1 nodes.

ePlus Response: ePlus has been sweeping DOCSIS 3.1 remote Phy nodes for 5+ years. In 2025 alone, we have installed more than 2000 3.1 nodes on various projects and upgraded more than 4000 miles of HFC plant. Each of these nodes were balanced to the industry standard and met client project timelines and desired levels per the project's specifications.

Implementation Plan

- Provide a task schedule and tentative timeline for the following:

ePlus Response: The project will start with a review of the existing design for the move to high split (5-200 MHz). Utilizing the current system maps, the design will be examined for any changes required such as tap values, additional cable for any new potential back feeds, inline EQ removal, powering requirements, and potential active location moves needed. The goal will be to preserve existing active locations which may require some cable additions for back feeding of existing taps.

This step will happen as the active modules and nodes are ordered, and shipping dates are being confirmed. Starting this step first will also allow some reaction time if any significant changes are discovered. AFN will also be able to place any additional cable or make any other preparations in anticipation of the amplifier modules and nodes arriving.

Node and plant upgrade

The design review and update will form the plan for the installation crew to perform the equipment upgrade. The upgrade will proceed by installing a new Harmonic Ripple+ node with a new fiber tail at the node location. The ePlus crews will place the nodes while the AFN crew provides fiber splicing for the new fiber tail. This will ensure each node will have proper connectivity to the fiber transport network to the AFN head end. At that point, the Ripple+ node with the installed Pebble-1 Remote Phy Device (RPD) will establish connectivity with the Harmonic cOS virtual CMTS (vCMTS).

The old node will be removed, and the new node will replace the old node in supporting the OSP. The ePlus upgrade crew will proceed from the node out to each active location, replacing the amplifier modules with a sweep and balance being performed along the way. Due to design changes, some actives may be moved in the upgrade process along with the removal of in line equalizers and faceplate changes of taps and splitters. The node order and pace will be coordinated with the AFN crew to ensure a smooth process.

Once a node is completed, the information will be documented to maintain an as-built record of the plant. This documentation will be provided to AFN. It is understood that AFN will provide a minimum of one field technician to work with the ePlus crew during the upgrade. This will ensure smooth communication and prompt status updates during the upgrade as well as providing intimate technical knowledge of the process to AFN.

vCMTS

It is anticipated that the upgrade crew will complete an average of three nodes per week. The target will be to cut into a new node early in the morning with the upgrade being performed throughout the day. A modem reference count will be conducted prior to the node cut in and after the node upgrade is completed at the end of the day. Some larger nodes may take more than one day to complete in which case any remaining work will happen the following day. All efforts will be made to keep all OSP plants operational at the end of the day even if there are remaining actives to upgrade the next day.

vCMTS Configuration

The Harmonic vCMTS will be configured to work with the existing modems in the plant. It can also have a configuration that supports high splits as well as more downstream. This will allow for support of the existing modems as well as testing of the expanded DOCSIS spectrum / packages during the upgrade. Once the upgrade project is completed, AFN will be able to launch faster speed packages and benefit from the additional spectrum along with supporting the existing modems from a more modern and capable vCMTS.

- Lead-time and estimated delivery date for DOCSIS 3.1 Remote PHY nodes.

ePlus Response: The nodes are currently at a 12–14-week lead time. Based on the tentative date of the contract award, an estimated start date will be 4/13/2026. Based on estimates, an average of 3 nodes will be installed each week. (see attached Overall Timeline)

- Lead-time and estimated delivery date for mini-bridgers and line extenders.

ePlus Response:

- Detailed estimated schedule for Remote PHY node deployment.

ePlus Response: In stock and can be shipped once a contract is awarded. This equipment will be used based on maps and a list of equipment for each node area. Mini-bridgers and line extenders will be deployed on average, 3 nodes per week. (see attached Overall Timeline) It is our experience that there will be roughly 10% of the HFC plant that will have design changes due to the new bandwidth capabilities and will require additional splicing and/or passives changes, our pricing is based on that theory and experience. We believe that this pricing could be adjusted to a lower rate if the new design was available for review before pricing was due.

- Detailed estimated schedule for node sweeping and balancing.

ePlus Response: Once nodes are onsite in April, looking to deploy 2-3 nodes a week starting 4/13/2026 with completion of project being 6/14/2026 – (see attached Overall Timeline)

- Scope of services.

ePlus Response:

1.1 Project Management

For this project, there will be a management team in place to handle all aspects of the upgrade. The project lead will be onsite managing the teams doing the upgrade and sweep. This lead will work with Customer on schedules, outages and material needs along with providing updates to the overall team. A project manager will coordinate teams within ePlus and Harmonic to cut over nodes onto the Harmonic cOS system. The management team will work to provide as built and sweep information once upgrades and node cutovers are complete.

1.2 DOCSIS Configuration:

A Distributed Access Architecture Switch (DAAS) will be added to the existing cOS installation for the purpose of supporting 20 new Harmonic Ripple+ nodes with Pebble-1 RPD. This section describes the services related to these items. Once integrated into the existing cOS vCMTS the DOCSIS configuration will be verified. This will include packages that mirror the existing packages to support all of the existing modems along with updated packages to work with the return high split upgrade to offer additional upstream speeds as new modems are deployed.

As the plant upgrade proceeds, the legacy nodes will be disconnected with the new Ripple+ nodes being installed. The Ripple+ nodes will connect to the cOS DAAS during a cutover. This will proceed on a schedule agreed upon with the Customer and is anticipated to happen one by one as the plant upgrade proceeds.

If new technologies such as Viavi sweep and plant maintenance items are purchased, these items will be accommodated in the DOCSIS channel plans and cOS configuration. The purchase and setup of these items will be separate from this scope.

Services

- Engineering & Design related to the cOS configuration changes
- Logical Integration / Configuration
- Certification & Testing
- Harmonic TAC Handover
- Checklist Proposal
- MOP Generation
- Go / No Go Meeting

- Pebble configuration cOS Core
- Validations, tests, and troubleshooting
- RPD into production or rollback
- Cutover Execution

Customer Responsibilities

- Questionnaire – Network info Assistance
- Grant network access and information
- Physical installation and wiring
- Miscellaneous installation materials
- All site adequations, space, power requirements onsite (AC/DC to the rack), and logic resources (IP scopes, PTP, VPN, Internet access to the LinkServerv2, etc
- The equipment locations assigned by The Customer, must be in line with the length of the cables between COSServers, CRE's, LinkServerv2, and any customer equipment.
- Provide all AC and/or DC power requirements on-site, according to the Power Requirement Summary per site shared with the Customer.
- Companionship on Certification & Testing
- DHCP Server
- DHCP/ToD for RPDs
- DNS
- NTP Server
- HTTP/TFTP Server
- Internet Access for Link ServerV2
- Provide a good PTP signal from the provided or existing PTPs. Good condition PTP signal has phase offset under 1ms - pdv under 1ms routing – asymmetry, if any, under 1ms.
- Purchasing associated equipment (COSServers, CRE's, LinkServerv2's, etc.) and cables necessary for the deployment.
- There must be a specific order of site implementation/integration. This order will be defined and stated in the Project Plan agreed upon by the parties.
- Companionship during the Cutover / Decision Support
- Checklist Approval
- MOP Approval

Deliverables

- Fully Integrated cOS Platform to the Customer Network
- Fully Certified cOS Platform to the Customer Network
- Certification/ATP Completed Report
- Cutover Report

1.3 Design Services

The intention of this section is to provide the City of Ashland with HFC upgrade design services. There are an estimated 75 miles and 20 nodes.

ePlus intends to use the existing PDF files provided by AFN and apply our load and design software tools to enable red line edits and convert that data into an electronic "design of record". This will create a uniform and repeatable workflow to allow for faster and more accurate designs throughout the life of the entire project, including planned future phases.

The plant may need to be reconfigured to accommodate amp spacing changes and or line equalizer changes.

ePlus will complete one test design and request approval from the City of Ashland to continue design of the other 19 Nodes. Specs are understood to be created by ePlus and any changes in specification after approval by the City of Ashland would require additional billing per hour redesigned.

Project Description

- Coax Design for City of Ashland

Project Schedule

- ePlus will develop a schedule based on individual mileage of the project and any specific needs required.
- ePlus will provide regular updates about the project as it progresses through applicable phases.

Location(s) and Software

- City of Ashland / PDFs / Lode Data

RF Design Drafting

- Standards
 - Coax drafting of Lode Data design changes will be done on and delivered in PDF format supplied by City of Ashland.
 - Coax design standards will be maintained from the example of documents provided.

RF design DOCSIS 3.1 204 Return Upgrade

- Equipment used to develop specifications
 - Nodes, Actives, Taps, Passives will be specified and approved by the City of Ashland
 - Must be compatible with existing housing (CommScope MB870 and BLE870) and support high split
 - Actives
 - Modules to be replaced
 - Mini Bridger and line extender plug-in pads and EQs, determined by Lode Data
 - Taps
 - Crossover allowance is to be determined by City of Ashland
 - Tilt on taps allowance to be determined by City of Ashland
 - Hot taps will be maintained in design
 - Specs and tap levels will be pre-determined and approved by City of Ashland
 - 204 MHz high-split specs
 - Passives
 - May need to be replaced in design
 - Cables
 - New cable will only be used in situations to replace bad cable per City of Ashland guidelines
 - Power Supplies
 - Supplies will not be upgraded in design
 - If needed, ePlus will get approval from the City of Ashland to upgrade supplies.

Naming Standards

- Naming
 - The naming standards provided by the City of Ashland will be used for all equipment naming.
 - Nodes
 - Using City of Ashland's standard for node naming
 - Power Supplies
 - Using and maintaining the supplies numeric number
 - Active
 - Using City of Ashland's Standards
 - Cables
 - Using City of Ashland's Standards
 - Splice, Coupler, Terminator, Taps
 - Using City of Ashland's Standards

Deliverables

- PDF Design Prints
 - To be created as a pdf file.
 - ePlus will use standard construction comments on design.
 - Ex. Move Active, Add Active, Remove Active, Remove EQ, New Splitter, New DC, Swap LE with AMP, Power Only No RF, Abandon Cable, Upgrade Node, Tap Faceplate Change
- BOM
 - BOM will be generated via Lode Data
 - All deliverables will be provided to City of Ashland in electronic format through their own preferred method

1.4 HFC Upgrade Services

- Upgrade Project Management, Coordination of Crews with Daily Planning
 - A project schedule will be provided before the beginning of the project with estimated completion dates for each node
 - Weekly meetings will be held to discuss progress and all other updates and concerns
 - Provide daily communication before work is beginning and then again after work is completed for the day to ensure subscribers are back online and functioning as intended
- Technical Project Management with Daily Planning
- Node Installation and Optimization
 - Coax only, Fiber to be completed by customer
 - Node installation to be completed between 6am-5pm
- Coax Plant Upgrade including the following
 - Change internal components in all active locations or re-splice locations to match design specifications/configuration
 - Line Extenders
 - Amplifiers
 - Face plate or re-splice passive devices to match design specifications
 - Taps
 - Splitters/DC's
 - Power Inserters
 - In-Line Equalizers

- Install Straight Splices where we are moving amps or need to extend cable
- Forward and Return Balance of All Actives to within +/- 2 dB of designed output levels, activation and setup of AGC/ADU
- Check end of line taps to verify signal strength and quality of services
- Coax upgrade activities to take place between 6am-5pm

1.5 Sweep Services

- Project Engineer Provided, Coordination of Crews with Daily Planning
 - A project schedule will be provided before the beginning of the project with estimated completion dates for each node
 - Weekly meetings will be held to discuss progress and all other updates and concerns
 - Provide daily communication before work is beginning and then again after work is completed for the day to ensure subscribers are back online and functioning as intended
- Technical Project Management with Daily Planning
 - If XPERTrak is installed
 - Sweepless forward sweep and Return Sweep of All Actives
 - Forward spec based on N over 2 + 2 min/max (first in cascade 2.5, 2nd 3.0, 3rd 3.5... etc.)
 - Return spec will be <4 dB min/max
 - End of Line Readings and Sweep results
 - In no XPERTrak installed
 - Sweepless forward sweep and Return alignment of All Actives
 - Forward spec based on N over 2 + 2 min/max (first in cascade 2.5, 2nd 3.0, 3rd 3.5... etc.)
 - End of Line Readings and Sweep results
- Sweep services to take place between the hours of 6am-5pm

1.6 Document Deliverables

ePlus will provide Customer with the following deliverables:

- Weekly Construction Packets for existing and new node areas for construction crews as needed
 - Crew updates
 - Areas of additional construction due to preliminary design review (PDR) reports
- Daily MOP for work completed by coaxial technicians. This is critical to minimizing customer impact.
- Weekly progress reports and schedule updates
- Redline Maps for completed Nodes
 - Hand drawn redlines with any field changes
- Technical Documentation
 - Node Setup Data
 - Sweep Documentation on completed Nodes.
 - If XPERTrak is installed
 - Node locations
 - Output channel check
 - Raw/Unreferenced Forward Sweep
 - Referenced Forward Sweep
 - Raw/Unreferenced Reverse Sweep
 - Referenced Reverse Sweep
 - Picture of Modules

- Light level
 - AC/DC voltage readings
 - Pad and EQ values
 - Active locations
 - Input channel check
 - Output Channel check
 - Referenced Reverse sweep
 - Referenced Forward Sweep
 - Picture of Modules
 - AC/DC voltage readings
 - Pad and EQ values
 - End of lines
 - Output Channel check
 - Referenced Reverse sweep
 - Referenced Forward Sweep
- If NO XPERTrak installed
 - Node Locations
 - Output channel check
 - Raw/Unreferenced Forward Sweep
 - Referenced Forward Sweep
 - DOCSIS check (for return alignment verification)
 - Picture of Modules
 - Light level
 - AC/DC voltage readings
 - Pad and EQ values
 - Active locations
 - Input channel check
 - Output Channel check
 - Referenced Forward sweep
 - DOCSIS check (for return alignment verification)
 - Picture of Modules
 - AC/DC voltage readings
 - Pad and EQ values
 - End of lines
 - Output Channel check
 - Referenced Forward sweep
 - DOCSIS check
- CLI Ride out Documentation
 - Identify and document any leaks over 20 uV/m @ 10 feet
 - Repair if/when able and provide updated leakage value
 - Will track leakage down to the ground block and provide findings per location. If unable to repair, leak notes will be provided
- Documentation of leakage will be provided per Node

Customer Responsibilities:

- Supply editable maps of upgrade area
- Splice new node pigtails

- Provide dark fibers for new node pigtails
- Supply OSP upgrade materials
- Supply any additional actives, taps, passives, and inline EQs that are required during upgrade
- Supply all mini-bridger and line extender internals including quantities needed during upgrade
- Provide one field tech to assist with field work.
- Noise mitigation from the tap to the modem
- Notifications of outages

New Technologies and/or Additional Services

- If applicable, include a brief description of any new technologies and/or additional services that are currently available and may be of value to the City. This should include any upgrades to our current meters (Viavi ONX-630D31-4285-1012-NTX and ONX-620D31-4285-1010-TSX) and/or any additional tools or meters.

ePlus Response: Viavi & Harmonic Maintenance Options

ePlus recommends utilizing the existing Viavi meters for ongoing maintenance of the plant. Please see the attached Optional Price List with upgrade pricing for the ONX-620 and ONX-630 meters. This upgrade would consist of a duplex filter change to accommodate the plant's high split upgrade for both meter models as well as low split for the existing plant. The ONX-630 could potentially benefit from a software upgrade to enable a reverse sweepless sweep ability. This would allow return sweep without the need for Viavi XPERTrak. Viavi has updated XPERTrak to include return path monitoring and now requires a minimum of 100 nodes to be licensed for return path sweep. With that development, AFN may find it appealing to explore other return path monitoring methods such as the optional feature within the Harmonic cOS portal called SONAR. This would allow for return RF spectrum captures and other monitoring tools as well and is included in the Enterprise level of the Central subscription. This can be demonstrated for AFN to enable exploring the features before purchasing.

With the duplex upgrade the existing ONX-630 meter will be capable of sweepless sweep for the forward path and the DOCSIS Expert testing as well. If the return sweepless sweep option is purchased, that will be available as well. With the plant moving to an all DOCSIS related spectrum, this meters test features along with the potential of additional features available in the cOS portal should provide a good basis for maintaining the HFC plant.

Other services available (see Optional Price List for pricing):

TDR Coax Cable One-Way

Splice in Bad Cable Replacement Per Location (2 per replacement)

Install Bond (bonding only, no new grounds will be placed)

Hourly charge for coax technician/tools/vehicle

References

- Provide a minimum of three (3) references your company has performed a similar scope of services. The City reserves the right to verify these references. Include the following information for each reference:
 - Name of company
 - Contact name of individual who can verify the account and your performance
 - Telephone number
 - Email address

- Identify the services provided to the account

ePlus Response:**Reference 1:**

PO Box 459

Edinburg, VA 22824

Website: www.shentel.com

Name: Bill Holtzworth

Title: Senior Network Engineer Principal – Broadband

Phone: (540) 607-0617

Email: bill.holtzworth@emp.shentel.com

Services Provided:

HE / Video services

HFC plant upgrades

Various CMTS / DOCSIS upgrades including RPHY

Reference 2:

105 Kent Street

Iron Mountain, MI 49801

Website: www.astreaconnect.com

Name: Brad Weber

Title: Director of Engineering

Phone: 906-282-3819

Email: brad.weber@astreaconnect.com

Services Provided:

Network architecture and services

HE / Video services

HFC plant upgrades

First Gig service DOCSIS in their serving area

Various CMTS / DOCSIS upgrades including RPHY

Reference 3:

Peñasco Valley Telephone Cooperative, Inc.

4011 W. Main

Artesia, NM 88210-9566



Website: www.pvt.com

Name: Dan Spencer

Title: Senior Network Manager

Phone: (575) 736-5267

Email: dspencer@pvt.com

Services Provided:

CMTS / DOCSIS upgrade with Cisco cBR-8

DOCSIS predictive bandwidth analysis

cBR-8 License additions

RPHY shelf addition to remove long RF analog link

Harmonic cOS addition for additional capacity including DOCSIS 3.1

Router implementation services

Contract Terms and Conditions

The successful proposer will enter into an agreement with the City of Ashland, Oregon, in a form substantially similar to that attached hereto as Exhibit C.

- Indicate acceptance of the City's contract provisions found in the Goods and Services Agreement attached as Exhibit C or suggest reasonable alternatives that do not substantially impair the City's rights under the agreement. Some contract terms and conditions may be negotiable.

ePlus Response: ePlus takes exception to the following:

- Section 7.7. The City must notify Contractor of any non-conforming goods within 10 business days of delivery or it shall be deemed to have accepted the goods.
- Section 7.8. Goods Warranty. The Parties acknowledge that the Goods provided under this Agreement are accompanied by the applicable manufacture warranty. ePlus will pass through to the City any transferable manufacturer warranties to the City and will reasonably assist the City in submitting Warranty claims, if requested. Except for the pass through of applicable manufacturer warranties, ePlus does not provide independent warranties of Goods and any direct product warranties are hereby disclaimed.
- ePlus warrants that any Services performed under this Agreement will be provided in a professional and workmanlike manner and in accordance with generally accepted industry standards. If the City notifies ePlus of a material deficiency in the Services within thirty (30) days of deliver, ePlus will re-perform the impacted Services at no additional charge.

Limitation of Liability.

To the extent permitted by law, ePlus' total liability arising out of or relating to this Agreement, whether in contract or tort, or otherwise shall not exceed five million (\$5,000,000) dollars. This limitation does not apply to liability that cannot be limited under law.

- The Certificate of Compliance attached as Exhibit B, is required to be signed and included with your proposal.

ePlus Response: Please see **Exhibit B – Certificate of Compliance**

Trade Secrets (if applicable)

- If applicable, the proposer shall submit a redacted version of its proposal if the proposal being submitted in response to this RFP contains trade secrets.

ePlus Response: N/A

ePlus Company Information

ePlus is a customer first, services led, results driven and trusted industry leader that helps organizations secure, modernize, optimize, and scale their IT. For more than 30 years, we have stood side by side with over 5,000 customers across the U.S., Europe, and Asia, helping navigate an increasingly complex and dynamic IT, regulatory and workforce environment. Backed by an unparalleled bench of technical experts, more than 7,000 certifications and accreditations, top industry recognition, and a relentless commitment to innovation on behalf of everyone we serve, ePlus drives truly transformational results. We achieve these outcomes via expertise across Artificial Intelligence, Data Center, Cloud, Security, Enterprise and Carrier-Grade Networking and Collaboration, as well as a robust set of professional, managed, consultative and other services. It's equal parts strategy, execution, and results, always with our customers at the core. Each day. Every day. The Company is headquartered at 13595 Dulles Technology Drive, Herndon, VA, 20171, USA. For more information, visit www.eplus.com, call 888-482-1122, or email info@eplus.com.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NQGS: PLUS) is a public company with annual adjusted gross billings of \$3.28B and shareholders' equity of \$977.6M as of its most recent fiscal year ending March 31, 2025. Our full financial statements of quarterly and annual audited financials can be viewed at <http://www.eplus.com/investors/financial-reporting/annual-reports> or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters

ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600

www.eplus.com

[List of all ePlus Locations/Offices](#)



Partnerships and Expertise

Our customers benefit from our deep collaborative partnerships with leading technology providers, enabling us to create solutions that connect the dots between IT investments and business outcomes so technology means more, and does more, for them. ePlus maintains deep partnerships with top manufacturers, including Arista, AWS, Check Point, Cisco, CrowdStrike, Dell Technologies, Digital Realty, Extreme, F5, Fortinet, Gigamon, HP, HPE, Intel, Juniper Networks, Lenovo, Microsoft Azure, NetApp, Nutanix, Nvidia, Palo Alto Networks, Proofpoint, Pure Storage, Rubrik, Schneider Electric, Varonis, Vertiv and Zoom—many who look to us for their own technology needs.

Commitment to Diversity, Inclusion & Belonging

ePlus is dedicated to fostering, cultivating, and preserving a culture that embraces diversity, enables inclusion, and makes our employees feel comfortable bringing their authentic selves to work. We celebrate the many diverse qualities that make our employees unique—gender, ethnicity, race, sexual orientation, age, ability, veteran status, religion, culture, background, experience, strengths, perspectives and more. We are dedicated to customer and community service, acting with integrity in all things, and putting our ethics into practice.

ePlus Values:

Respectful communication and cooperation. We treat each other with dignity and respect. Always.

Teamwork and employee participation. We encourage the representation of all groups and perspectives in our daily interactions, both internally and externally.

Work/life balance that supports our employees' varying needs. The health and well-being of our employees is at the core of our success. Our Well and Good wellness program encourages and enables our employees to improve nutrition, fitness, stress, sleep, connection, and fun, and rewards them for their participation and engagement.

Embracing the communities in which our employees, our business partners and our customers live and work. Good corporate citizenship is fundamental to who we are as a company, and our global team is committed to making a positive difference in the communities in which we live and work. Our collective efforts include employee giving, corporate matching, and volunteerism to combat homelessness, hunger, and cancer and to increase access to education. Our employees' dedication to making a positive impact in the world is a source of great pride for our company.

At ePlus, we know that our employees are our most valuable asset. The collective sum of our individual differences, life experiences, knowledge, innovation, self-expression, unique capabilities, and talents drives not only our culture, but also our reputation and shared achievements. That is why we apply our diversity, inclusion, and belonging philosophy to all aspects of our business to help us partner with, recruit, retain, and develop the best talent.

ePlus. Where Technology Means More.®

ePlus Awards and Accreditations

Awards

2025

Broadcom Growth Partner of the Year for VMware
 CRN® 2025 Managed Service Provider 500 Elite 150
 CRN® 2025 Tech Elite 250
 CRN® 2025 Solutions Provider 500
 Digital Realty Rising Star Partner of the Year
 F5 BeF5 Partner of the Year
 Lenovo North American Infrastructure Partner of the Year
 Nutanix Portfolio Partner of the Year
 Pure Storage Innovator Partner of the Year
 Ragan Workplace Wellness Award for Physical Wellness

2024

Cisco Global Mass Scale Infrastructure Partner of the Year
 Cisco Americas Mass Scale Infrastructure Partner of the Year
 Cisco U.S. East Collaboration Partner of the Year
 Cisco U.S. East Software Partner of the Year
 Cisco U.S. Northeast Partner of the Year.
 CRN® 2024 Managed Service Provider 500 Elite 150
 CRN® 2024 Tech Elite 250
 CRN® 2024 Solutions Provider 500
 Cybersecurity Excellence Awards: Cyber Portfolio Management
 F5 North America 2023 Strategic Solutions Partner of the Year
 Juniper Partner of the Year for Cloud-Ready Data Center
 Lenovo U.S. Infrastructure Solutions Partner of the Year z
 Northrup Grumman Supplier Excellence Award
 Varonis Growth Partner of the Year

2023

Cisco Global Customer Experience Partner of the Year
 Cisco WebexOne Reimagine Work Partner of the Year, Americas
 BizLibrary: Best Overall Learning & Development Experience
 CRN® 2023 Managed Service Provider (MSP) 500 Elite 150
 CRN® 2023 Tech Elite 250
 CRN Solutions Provider 500
 NetApp North American Flexpod Partner of the Year
 Pure Storage Fastest Growth Partner of the Year
 Rubrik 2023 Public Sector Partner of the Year
 Rubrik North American Partner Sales Champion of the Year
 Top Workplaces USA 2023
 Veeam Growth Partner of the Year



NUTANIX



Accreditations

AICPA SSAE Type 2 SOC 1	OneSource Family of Software Products
AICPA SSAE Type 2 SOC 1	Managed Services Center
AICPA SSAE Type 2 SOC 1	Service Desk
AICPA SSAE Type 2 SOC 2	Cloud Hosted Services
HIPAA and HITECH	Cloud Hosted Services
ISO9001 QMS	Warehouse Operations



Advanced Authorizations and Staff Certifications

Strategic alliances with the industry's leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

A10 Networks

- + Elite Partner



Amazon Web Services

- + Advanced Consulting Partner
- + Public Sector Partner
- + Solution Provider Partner
- + Immersion Day Partner
- + AWS Marketplace CPPO Partner
- + Storage Competency
- + Windows on EC2 Delivery Partner



Calix

- + Elite Partner



Check Point

- + 4 Star Partner
- + ASCP(EMS) Certified
- + Harmony Specialization



Ciena

- + Elite Partner



Cisco: Gold Level Partner

Master Specializations

- + Master Data Center and Hybrid Cloud Specialization
- + Master Collaboration Specialization
- + Master Networking Specialization
- + Master Security Specialization
- + Master Service Provider Technology Specialization
- + Master Service Provider

Advanced Specializations

- + Advanced Collaboration Architecture Specialization
- + Advanced Customer Experience Specialization
- + Advanced Data Center Architecture Specialization
- + Advanced Unified Contact Center Enterprise Specialization
- + Advanced SP Architecture Specialization
- + Advanced Security Architecture Specialization



Cisco: Gold Level Partner (continued)

- + Cisco Webex Calling with Calling Plan
- + Cisco Hyperflex Specialization
- + Cisco IoT Specialization
- + Cisco Webex Contact Center Specialization

Dell Technologies: Titanium Solution Provider



Portfolio and Solution Competencies:

- + Core Client
- + Server
- + Storage
- + Networking
- + Data Protection

Fortinet

Expert Partner Level

- + SD-WAN Specialization
- + Cloud Business Model Certified
- + Integration Business Model Certified



Harmonic

- + Platinum Partner



HP Inc. Amplify Partner Program

Power Partner

Hewlett Packard Enterprise Platinum Level Partner



Hybrid IT (Server/Storage)

- + HPE Partner Ready: Solution Provider – Platinum Partner
- + HPE Partner Ready: Services Partner – Gold

Edge (Aruba/Networking)

- + HPE Partner Ready for Networking: Solution Provider – Platinum Partner
- + Silver Peak Partner Edge Program: Platinum Partner

Intel

- + Intel Partner Alliance Program: Titanium Partner

Juniper Networks

Elite Partner

**Microsoft**

Gold Level Partner



- + Cloud Solutions Provider
- + Gold Application Integration
- + Gold Data Center
- + Gold Cloud Platform
- + Gold Cloud Productivity
- + Gold Windows and Devices

NetApp

Solution Specializations

- + FlexPod Specialized

Implementation Services Certified

- + E-Series
- + HCI
- + ONTAP

Integration Services Certified

- + E-Series
- + ONTAP
- + ONTAP SAN

NetApp Keystone Sell-with

Professional Services Certified

- + ONTAP SAN

Support Services Certified

Nokia

- + Broadband Access Networks Expert
- + Fixed Wireless Access Expert
- + IP Routing
- + Optics

**NUTANIX**

Pioneer Level Partner

**NVIDIA**

Elite Partner



- + Generative Sales AI Advisor
- + Generative Technical AI Advisor
- + DGX Ready Offerings
- + NVIDIA DGX SuperPOD Specialization
- + NVIDIA DGX-Ready Managed Services certification

Palo Alto

Diamond Innovator Partner Level



SASE Specialization Partner

Pure Storage

Elite Partner



Service Delivery Partner (Managed Service Provider)

Rubrik

Elite Plus Partner Level

**VMware**

Principal Partner



- + Data Center Master Services Competency
- + Networking Master Services Competency
- + VMware Cloud on AWS Master Services Competency
- + Data Center Virtualization
- Transform Networking and Security
- + Empower Digital Workspace
- Cloud Management and Automation
- + Cloud Provider
- + Cloud Native

Additional Key Vendors

The ePlus Difference: Look Beyond What's Practical to Achieve What's Possible

At ePlus, we believe that the future belongs to those who look beyond what's practical to achieve what's possible. We specialize in helping our customer organizations explore the “what ifs” — and to experience more than they could have envisioned on their own. With ePlus, they can experience more than they expect.

Our top priority is always to make sure that the services and solutions we offer are aligned with what our customers need to succeed. And, as our customers' technology needs, resource constraints and talent needs grow fast and furious, so too does the level of expertise ePlus brings to the table, along with a customized set of services and solutions developed just for them.

ePlus moves beyond merely implementing IT solutions to harnessing technology and driving transformation. We help accelerate and reignite growth, enabling organizations to stay ahead of change, unlock new opportunities, accelerate progress, and achieve more than they ever imagined. Our offerings are comprised of a large portfolio of possibilities — spanning the technology lifecycle — developed to help position customer organizations to tap into unimagined opportunity and potential.

Our customers are at the core of every decision, every investment and every one of our offerings. Our solutions portfolio is designed, and continues to grow, with our customers' desired business outcomes in mind. The ePlus portfolio of solutions and services spans the following:

- **ARTIFICIAL INTELLIGENCE** – Unlock the full potential of AI with guidance at any stage of the journey, from assessing readiness, defining use cases, deciding to build or consume, and ensuing a successful proof of concept to design, implementation, and management.
- **CLOUD & DATA CENTER** – Leverage cloud in transformative ways by modernizing data center infrastructure, extending those capabilities to cloud, accelerating cloud migrations and optimizing cloud platforms (and spend) to meet dynamic and evolving business needs.
- **SECURITY** – Ensure security and reliability by design from end to end with cutting-edge solutions, tools, intelligence and managed services that help diagnose, predict, map, secure and protect every facet of an environment.
- **NETWORKING** – Build a resilient, efficient, agile, defensive and intelligent network capable of supporting modern initiatives. Design and deploy next-generation enterprise and service provider networks to ensure that all domains are supported with high-performing, fault-tolerant, secure, intelligent and application-aware solutions.
- **COLLABORATION** – Empower hybrid work and unleash productivity from anywhere, simply and securely. With full integration into existing business tools and processes, modern collaboration solutions accelerate workplace/workspace transformation, enhance employee and customer experiences and ensure secure interactions with predictable cost models.
- **SERVICES** – Maximize return on IT investments, facilitate implementations and enhance technology performance through our broad portfolio of consultative and managed services. Driven by technical expertise, our award-winning team brings a modular approach to designing, developing, protecting, optimizing and managing the technology that fuels our customers' business at every stage of their lifecycle.
- **FINANCING AND CONSUMPTION MODELS** – Boost investment power by aligning technology and payment solutions to provide cost predictability and easy access to hardware, software and services.



e+ Technology Inc
13595 Dulles Technology
Drive
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Tel +1 888-482-1122
Fax +1 703-984-8600
tech@eplus.com

Proposal Prepared For

City of Ashland

Proposal Name

DOCSIS 3.1 Upgrade

Account Manager

Brian Burnett

Sales Engineer

Nate Czerwan

11/14/2025

Design and As-Built of Nodes Being Upgraded

Labor Total \$ 39,617.00

Remote PHY Devices

BOM Line Items 001 through 015

Material \$261,513.86

Installation \$ 39,359.92

Total \$ 300,873.78

Mini-Bridgers and Line Extenders

BOM Line Items 029 through 032

Material \$112,208.50

Installation \$ 353,104.47

Total \$ 465,312.97

Sweeping and Balancing the Upgraded Nodes including CLI

Labor Total \$ 358,717.61

Cost Discounts and/or Savings

BOM Line Item 038

Material (\$28,975.38)

Total \$ (28,975.38)

Spares

BOM Line Items 016 through 028

Material Total \$ 15,150.27

Annual Costs

BOM Line Items 033 through 035

Material \$25,476.11

Total \$ 25,476.11

Freight

BOM Line Items 036 through 037

Freight \$ 3,416.58

Total \$ 3,416.58

Grand Total \$ 1,179,588.94



Goods and Services Agreement

City Information

City of Ashland
Attn: Sabrina Cotta
20 East Main Street
Ashland, Oregon 97520
Phone: 541-552-2106
Email: sabrina.cotta@ashland.or.u

Contractor Information

Firm Name: ePlus Technology
Contact:
Address:
Phone:
Email:

Contract Summary

Procurement Method: Competitive Sealed Proposals (RFP)

Completion Date: 11/14/2025

Contract Amount: \$1,179,588.94 One million one hundred seventy nine thousand fiv

Description of Services: DOCSIS 3.1 upgrade

Supporting Documents: W9

Dated: 1/6/2025

Cost Proposal

Dated: 11/14/2205

RFP Response

Dated: 11/14/2025

Dated:

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and the Contractor listed under Contractor Information above, (hereinafter "Contractor"), for the services listed under Description of Services and the Supporting Documents as noted in the Contract Summary above.

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents. In the event of conflict between provisions of the Supporting Documents, the Supporting Documents shall be given precedence in the order listed above. The Contractor's initials [] herein signify acknowledgment and agreement to this provision, if applicable, or if not sign "N/A".

The goods and services defined and described in the Supporting Documents shall hereinafter be collectively referred to as "Work."

1. Term and Termination

- 1.1. **Term.** This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date") and shall continue in full force and effect until the Completion Date indicated in the Contract Summary on page one of this Agreement unless sooner terminated as provided in Subsection 1.2.

1.1. Time is of the essence. Time is of the essence for Contractor's performance of each and every obligation and duty under this Agreement. City, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this Agreement if Contractor fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

1.2. Termination

- 1.2.1. The City and Contractor may terminate this Agreement by mutual agreement at any time.
- 1.2.2. The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 1.2.3. Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

2. Compensation

- 2.1. City shall pay Contractor the sum listed as the "Contract Amount" in the Contract Summary on page one of this Agreement as provided herein as full compensation for the Work as specified in the supporting documents.
- 2.2. In no event shall Contractor's total of all compensation and reimbursement under this Agreement exceed the "Contract Amount" listed in the Contract Summary without express, written approval from the appropriate Department Head or City Manager. Contractor acknowledges that any work delivered, or expenses incurred without authorization as provided herein is done at Contractor's own risk and as a volunteer without expectation of compensation or reimbursement.

3. Contractor's Obligations

- 3.1. **Performance.** Provide the goods or services as set forth in the Supporting Documents attached hereto and, by this reference, incorporated herein.
- 3.2. **Nondiscrimination.** Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small

business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

3.3. **Subcontractor Notification.** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

3.4. **Living Wage Requirements.** If the amount of this Agreement is \$27,163.00 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

4. **Contractor's Compliance with Tax Laws**

4.1. Contractor represents and warrants to the City that:

4.1.1. Contractor shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and
- Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

4.1.2. Contractor further certifies that contractor is not in violation of any Oregon tax laws referenced in ORS 305.380(4).

4.2. **Tax Compliance Breach.** Contractor's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

5. **Insurance.** Contractor shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance. Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall include:

5.1. **Commercial general liability** -- with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence and \$3,000,000 (three million dollars) in the aggregate for Bodily Injury and Property Damage.

5.2. **Commercial Automobile Liability** -- with a combined single limit, or the equivalent of not less than \$2,000,000 (two million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles.

5.3. **Additional forms:** _____ (See Attached)

5.4. **Worker's Compensation.** Contractor shall, at its own expense, maintain Worker's Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all of its subject workers. As evidence of the insurance required by this Agreement, the Contractor shall furnish an acceptable insurance certificate prior to commencing any Work with limits not less than \$500,000.

5.4.1. Workers' Compensation Exemption: If applicable, Contractor affirms and certifies that it is exempt from providing Workers' Compensation per ORS 656.027.

Exemption criteria: [Click or tap here to enter text.](#)

Contractor initials if exempt: _____ Date: _____

6. **Additional Insured/Certificates of Insurance.** The Contractor shall name the City of Ashland, Oregon, along with its elected officials, officers, and employees, as Additional Insureds on all insurance policies (excluding Professional Liability and Workers' Compensation) necessary for this Agreement. This inclusion applies solely to the services provided by the Contractor under this Agreement. The Contractor's insurance must be primary and non-contributory. Before commencing work, the Contractor must provide acceptable insurance certificates as proof of the required coverage. These certificates must specify all parties included as additional Insureds, treating each named and additional named insured as if they were covered under separate policies, without increasing policy limits. Insuring companies or entities must be accepted by the City. Upon request, the Contractor must provide complete copies of insurance policies and trust agreements to the City. Additionally, the Contractor must provide an endorsement naming the City, its officers, employees, and agents as additional insureds by the Effective Date of this Agreement, accompanied by approved certificate(s) of insurance.

7. **Indemnity.** Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.

8. Notice

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the addresses set forth above with a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

9. Remedies

9.1. In the event Contractor is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

9.1.1. Termination of this Agreement.

9.1.2. Withholding all monies due for the Work that Contractor has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively.

9.1.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief.

9.1.4. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9.2. **Default:** The Contractor shall be in default of this Agreement if Contractor: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or, without written authorization by the City, attempts to assign rights in, or delegate duties under, this Agreement.

9.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided. To the extent permitted by law, Contractor's total liability arising out of or relating to this Agreement, whether in contract or tort, or otherwise shall not exceed five million (\$5,000,000) dollars. This limitation does not apply to liability that cannot be limited under law.

10. General Provisions

10.1. **Non-exclusive Agreement.** City is not obligated to procure any specific amount of Work from Contractor and is free to procure similar types of goods and services from other Contractors in its sole discretion.

10.2. **Independent Contractor Status.** Contractor is an independent contractor and not an employee or agent of the City for any purpose.

10.3. **Statutory Requirements.** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235

10.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all

persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

- 10.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 10.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.
- 10.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC). The City must notify Contractor of any non-conforming goods within 10 business days of delivery, or it shall be deemed to have accepted the goods.
- 10.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City. The Parties acknowledge that the Goods provided under this Agreement are accompanied by the applicable manufacture warranty. Contractor will pass through to the City any transferable manufacturer warranties to the City and will reasonably assist in submitting warranty claims, if requested. Except for the pass through of applicable manufacturer warranties, Contractor does not provide independent warranties of Goods and any direct product warranties are hereby disclaimed.
- 10.9. **Services Warranty Representation.** Contractor warrants that any Services performed under this Agreement will be provided in a professional and workmanlike manner and in accordance with generally accepted industry standards. If the City notifies Contractor of a material deficiency in the Services within thirty (30) days of delivery, Contractor will re-perform the impacted Services at no additional charge.
- 10.10. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.
- 10.11. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

10.12. **Severance.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Contractor and the City set forth in this Agreement.

11. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement 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 agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

WITNESS WHEREOF, the parties have executed this Agreement in their respective names by their duly authorized representatives as of the dates indicated below. This Agreement may be executed in two counterparts, each of which shall be deemed an original, with equal force and effect as if executed in a single document.

CITY OF ASHLAND:

By: _____
Signature
Sabrina Cotta

Printed Name

Date

ePlus Technology (CONTRACTOR):

By: _____
Signature

Printed Name

Title

Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

City Attorney

Exhibit A

City of Ashland, Oregon

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$19.44 per hour, effective June 30, 2025.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$27,163 or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on

a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over \$27,163.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.

- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted in areas where it can be seen by all employees.





Council Business Meeting

Date: December 2, 2025

Agenda Item	First Reading – Ordinance Language Change (Set #1)
Department	Legal
From	Johan Pietila, City Attorney, Carmel Zahran, Assistant City Attorney, Jordan Rooklyn

TIME ESTIMATE

15 minutes

CATEGORY

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

SUMMARY

This is the first reading of nine ordinances to update the Ashland Municipal Code. Improvements include removing sections that are antiquated or redundant and updating internal and external references for accuracy.

POLICIES, PLANS & GOALS SUPPORTED

These changes will promote administrative efficiency in that they will remove confusion that can arise from outdated codes, or codes that conflict with modern law.

BACKGROUND AND ADDITIONAL INFORMATION

These code updates were first introduced to Council at the November 17th Study Session and represent the code sections Council identified interest in moving forward at this time. These changes are intended to decrease redundant language, remove sections of code that are no longer applicable, and bring our local code into alignment with current statutes and references.

The attached table summarizes the ordinances.

FISCAL IMPACTS

There will be no fiscal impact to the City outside of staff time. In some instances, such as the recent removal of the Alarm Systems Ordinance, these updates may save the City costs.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve First Reading of the following ordinances and schedule Second Reading December 16, 2025:

- 3260 An Ordinance Removing 2.29.020(p) to Reduce Redundancy
- 3262 An Ordinance Updating 2.54.070 to allow for Electronic Payments of Surplus Property
- 3266 An Ordinance Updating Chapter 6.04 so that Business License Fees are Set by Resolution
- 3274 An Ordinance Updating 6.42.030-050 to Reflect Current Tobacco Licensure Standards
- 3277 An Ordinance Updating 14.12.020 So Fees are Set by Resolution
- 3278 An Ordinance Updating 14.12.050.d. to Correct for the Proper Agency Name
- 3279 An Ordinance Updating 14.12.060.B.1 so Fees are Set by Resolution
- 3280 An Ordinance Updating 14.12.080 to Correct for the Proper ORS Reference
- 3281 An Ordinance Updating 14.16.020 to Align with State ORS

REFERENCES & ATTACHMENTS

1. Table Summary of Proposed Code Changes
2. 3260 An Ordinance Removing 2.29.020(p) to Reduce Redundancy
3. 3262 An Ordinance Updating 2.54.070 to allow for Electronic Payments of Surplus Property
4. 3266 An Ordinance Updating Chapter 6.04 so that Business License Fees are Set by Resolution





Council Business Meeting

5. 3274 An Ordinance Updating 6.42.030-050 to Reflect Current Tobacco Licensure Standards_V2
6. 3277 An Ordinance Updating 14.12.020 So Fees are Set by Resolution
7. 3278 An Ordinance Updating 14.12.050.d. to Correct for the Proper Agency Name
8. 3279 An Ordinance Updating 14.12.060.B.1 so Fees are Set by Resolution
9. 3280 An Ordinance Updating 14.12.080 to Correct for the Proper ORS Reference
10. 3281 An Ordinance Updating 14.16.020 to Align with State ORS



Table: Summary of Proposed Changes

These deletions help decrease redundant language that may become outdated if other sections of code are updated, removes no longer applicable sections of code, and brings our local code into alignment with current statutes, references, and/or modern practices.

AMC Section	AMC Title	Proposed Change	Reason for Change
2.29.020(P)	Public Art; Definitions	Remove subsection P. "Commercial development fee" means funds deposited by a commercial developer into the public art account when the developer prefers not to incorporate public art into the project and follow the public art process for art acquisition and approval."	Identical language as AMC 2.29.020(F).
6.42.030-050	Tobacco Control; License Requirement, License Fee, Nontransferability of License	Remove sections that specify the need for a local license (and relevant references within Chapter 6.42)	Starting in 2022, the State of Oregon requires tobacco retailers to get a Tobacco Retail License from the Department of Revenue. The State oversees, administers, and enforces this program.
2.54.070	Payment (Disposal of Surplus Property)	Include "electronic payments" (debit/credit/EFT) in methods of payment.	Bring up-to-date with government auction website.
6.04.120	Business Licenses; Temporary License	"If a business activity licensed under this chapter is for a limited duration of not more than 30 days, <u>a flat fee will be set by resolution</u> the fee will be \$25 , regardless of the number of employees."	Consolidate fees within the annual Miscellaneous Fees & Charges resolution.
14.12.020	Electric System - Regulations; Construction and Temporary Service	Remove specific dollar amounts and change language to "There is a temporary service for new construction requiring only a service drop and meter setting, which is as follows: \$75.00 for single phase service, \$150.00 for three phase service. A charge for temporary service for new construction requiring only a service drop and meter setting will be set by resolution."	Consolidate fees within the annual Miscellaneous Fees & Charges resolution.
14.12.050(D)	Electric System - Regulations; Metering and Interruption of Deliveries	Remove Federal Power Commission, replace with Federal Energy Regulatory Commission	Modernize agency reference

14.12.060(B)(1)	Electric System - Regulations; Meter Testing	Remove specific dollar amounts and change language to "If a customer requests a meter test within six (6) months after installation or more than once per year, a deposit to cover the reasonable cost of the test <u>will be set by resolution and</u> will be required of the customer in accordance with the following schedule... "	Consolidate fees within the annual Miscellaneous Fees & Charges resolution.
14.12.080(A)(2)	Electric System - Regulations; Electricity - Resale	Change ORS 456.763 to ORS 455.420	Modernize ORS reference
14.16.020	Electric System - Light Funds and Rates; Transfers to General Fund	"The City Council may appropriate an amount for transfer to the General Fund for other municipal purposes, as permitted by <u>ORS 225</u> Public law 96-501 and the Power Sales Contract with the Bonneville Power Administration (draft of August 25, 1981; Contract No. DE-MS79-81VP90432). "	Since this section of code was adopted, the State has adopted new regulations.

ORDINANCE NO. 3260

AN ORDINANCE REMOVING SECTION 2.29.020(P) TO REDUCE REDUNDANCY

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

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

SECTION 1. 2.29.020 Definitions

- A. “Acquisition” means the inclusion of an artwork in the Ashland Public Art Collection by any means including direct purchase, commission or acceptance of a gift.
- B. “Artwork” means visual works of public art as defined herein.
- C. “Ashland public art collection” means all public art acquired by the City by any means.
- D. “Capital improvement program (CIP)” means the City’s program for advance planning of capital improvements.
- E. “City project” or “project” means any capital improvement project in an amount over \$25,000.00 paid for wholly or in part by the City of Ashland to purchase or construct any public building, decorative or commemorative public structure, sidewalk, or multi-use pathway construction, park facility construction, or any portion thereof, within the limits of the City of Ashland. “City project” or “project” does not include public utility improvements (e.g., electric, water, sewer, or storm water), LID improvements, including but not limited to streets, sidewalks and associated improvements, property acquisition, earth work, emergency work, minor alterations, rehabilitation, minor or partial replacement, remodeling or ordinary repair or maintenance necessary to preserve a facility. Notwithstanding the above limitation, the Council or responsible contracting officer may include any new City street or utility project (limited to water, sewer and storm water projects) in an amount over \$25,000.00 as a City project under this chapter, by either vote of the Council or inclusion in the contract solicitation documents prepared by the responsible contracting officer.

F. “Commercial development fee” means funds deposited by a commercial developer into the public art account when the developer prefers not to incorporate public art into the project and follow the public art process for art acquisition and approval.

G. “Commission” means the Ashland Public Arts Commission created by AMC [2.17.010](#), consisting of seven (7) members appointed by the Mayor and confirmed by the Council.

H. “Eligible funds” means a source of funds for projects from which art is not precluded as an object of expenditure.

I. “Participating department” means the department that is subject to this chapter by its sponsorship of a City project.

J. “Percent for art” means the program established by this chapter to set aside a percentage of the total cost of city projects for public art.

K. “Public art” means all forms of original works of art in any media that has been planned and executed with the specified intention of being sited or staged on City property or on property owned or controlled by the City of Ashland, usually outside and accessible to the public.

L. “Public art account” means the City of Ashland public art account in the City budget established by this chapter into which all moneys donated, appropriated or derived pursuant to the percent for art program shall be deposited. Funds within the public art account shall be utilized for the purposes outlined in this chapter.

M. “Removal” means the exclusion of an artwork from the Ashland public art collection by the removal and disposal through any available means, such as relinquishing title through sale, gift or destruction.

N. “Selection panel” means a group of individuals selected by the Commission that will evaluate the proposals associated with a particular project in a public meeting.

O. “TLT funds” means the portion of transient lodging tax funds allocated for public art.

~~P. “Commercial development fee” means funds deposited by a commercial developer into the public art account when the developer prefers not to incorporate public art into the project and follow the public art process for art acquisition and approval.~~

Q P. “Total cost” means the entire amount of the City’s financial contribution toward construction and maintenance of a project.

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:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3262

AN ORDINANCE UPDATING 2.54.070 TO ALLOW FOR ELECTRONIC PAYMENTS OF SURPLUS PROPERTY

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, the City aims to update its municipal code to permit electronic payments for surplus property transactions, enhancing administrative efficiency and aligning with state practices on the government auction website.

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

SECTION 1. 2.54.070 Payment

Full payment must be made within five (5) business days, unless otherwise specified in the invitation to Bid. Payment must be made by cash, cashier's check, **money order, or by electronic payment** ~~or money order~~. The methods of payment, time limit for making full payment, and the place where payment must be made will be specified in invitation to Bid.

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:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3266

AN ORDINANCE UPDATING 6.04.105, 6.04.120, 6.04.130 SO THAT BUSINESS LICENSE FEES ARE SET BY RESOLUTION

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, the City has a miscellaneous fee book, and for administrative efficiency, the City wishes to remove specific fee references from the ordinance and instead refer to those fees by resolution

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

SECTION 1. 6.04.105 Duplicate License

A duplicate license shall be issued upon application and payment of a fee, **as set by resolution**, ~~of \$10~~ to replace the license previously issued which was lost or destroyed.

SECTION 2. 6.04.120 Temporary License

If a business activity licensed under this chapter is for a limited duration of not more than 30 days, **a flat fee will be set by resolution** ~~the fee will be \$25~~, regardless of the number of employees.

SECTION 3. 6.04.130 Delinquent Penalty

There shall be a penalty, **as set by resolution**, ~~of ten percent (10%) with a minimum of \$25 added~~ to all business license fees paid later than 30 days after they are due

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.

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”, “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:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3274

AN ORDINANCE UPDATING AMC CHAPTER 6.42 - TOBACCO CONTROL – TO REFLECT STATE CHANGES IN TOBACCO RETAIL LICENSING AND ADMINISTER FEES BY RESOLUTION

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, Senate Bill 587 requires Oregon retailers selling cigarettes, tobacco, and/or inhalant delivery system products to obtain a license to sell these products beginning January 1, 2022. This ordinance is an update to reflect that legislative change regarding tobacco retail licensing.

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

SECTION 1.

6.42.010 Purpose and Intent

The purpose of this chapter is to provide measures for controlling the access of tobacco products and inhalant delivery systems to persons under the age of 21 by licensing retailers of tobacco products.

6.42.020 Definitions

For the purpose of this chapter the following definitions shall apply:

- A. “Employee” means any person who is employed by any employer in consideration of direct or indirect monetary wages or profit, and any person who volunteers his or her services to a nonprofit entity.
- B. “Employer” means any person or entity who employs the services of one or more employees.
- C. “Inhalant delivery system” has the meaning given that term in ORS [431A.175](#).

D. “License” **for the retail sale of tobacco products** means a license issued under **State Tobacco Retail Licensing requirements** ~~this chapter~~.

E. “Licensee” means the holder of a valid license for the retail sale of tobacco products.

F. “Self service display” means the open display of tobacco products to which the public has access without the assistance of a store employee.

G. “Tobacco product” has the meaning given that term in ORS [431A.175](#).

H. “Vendor assisted sale” means a sale where only the licensee or an employee of the licensee has access to the tobacco product or inhalant delivery systems and assists the customer by supplying the tobacco product or inhalant delivery systems and where the customer does not take possession of the tobacco product or inhalant delivery systems until after it is purchased.

6.42.030 License Requirement

No person may sell tobacco products or inhalant delivery systems unless such person is a licensee or is employed by a licensee. A license is required for each location in which tobacco products or inhalant delivery systems are to be sold. All licenses shall be renewed **under State Tobacco Retail Licensing requirements** ~~annually on or before June 30 of each year~~.

6.42.040 License Fee

No license shall be issued or continue to be valid unless the licensee has **complied with State Tobacco Retail Licensing requirements** ~~paid a fee, the amount of which is established by resolution of the City Council, on or before June 30 of each year~~.

6.42.050 Nontransferability of License

Licenses shall be nontransferable, except that a new license will be issued upon application to any licensee who changes the location of where tobacco products are sold.

6.42.060 Sales to Person Under 21 Years Of Age

No person shall sell, make available or otherwise provide, any tobacco product or inhalant delivery system to a person under 21 years of age.

6.42.070 Vendor Assisted Sales

No person shall sell, permit to be sold, offer for sale or make available or accessible any tobacco product or inhalant delivery system by means of a vending machine or self-service display or any means other than vendor assisted sales, except in a store or other establishment that prohibits persons under 21 years of age from entering the store or establishment.

6.42.090 Nonretaliation

No employer shall discharge, refuse to hire, or in any manner retaliate against any employee, applicant for employment, or customer because such employee, applicant, or customer reports or attempts to prosecute any violation of this chapter.

6.42.100 Penalties

A. Any person who violates any provision of this chapter is subject any to fees as set forth by resolution. Appeals are subject to AMC 2.30. ~~shall be subject to AMC 1.08.020 and/or any state penalties. Any violation of this section is a Class I violation, and may have the license issued under this chapter suspended as follows:~~

~~1. In the case of a second violation within a two-year period, the licensee shall be fined not less than \$350.00 and the license suspended for 45 days.~~

~~2. In the case of three or more violations within a two-year period, the licensee shall be fined \$500.00 and the license revoked. Any person whose license has been revoked shall be ineligible to apply for a new license, at any location, for six months after the effective date of the revocation.~~

~~B. Any person who violates AMC 6.42.030 shall be subject to a fine of \$500.00 for each day a violation occurs.~~

~~C. License suspensions are subject to appeal pursuant to AMC 2.30.~~

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. 3277

AN ORDINANCE UPDATING 14.12.020 SO FEES ARE SET BY RESOLUTION

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, the City has a miscellaneous fee book, and for administrative efficiency, the City wishes to remove specific fee references from the ordinance and instead refer to those fees by resolution.

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

SECTION 1. 14.12.020 Construction and Temporary Service

~~There is a charge for temporary service for new construction requiring only a service drop and meter setting, which is as follows:~~

~~\$ 75.00 for single-phase service~~

~~150.00 for three-phase service~~

A charge for temporary service for new construction requiring only a service drop and meter setting will be set by resolution.

The amount of the charge shall be paid at the time of request for service. Such temporary service, when overhead, must be attached to a secured structure and have the state electrical inspection tag before connection. Where possible, the location of the temporary service should be such that it can be also used with a minimum of alteration for the permanent service. Other temporary service requires a deposit equal to the City's costs.

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:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3278

AN ORDINANCE UPDATING 14.12.050(D) TO CORRECT FOR THE PROPER FEDERAL AGENCY NAME

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, the City wishes to update the correct name of the federal agency that is involved in this section.

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

SECTION 1. 14.12.050(D) Metering and Interruption of Deliveries

- A. If the seal of the City's meter is broken or if the meter, for any cause, does not properly register, the customer shall be liable for an average monthly bill for that period of the year.
- B. The rate schedules of the City are applicable only for service supplied entirely by the City without interconnection with an outside source except that interconnection may be made through a double pole switch where necessary to meet minimum requirements for emergencies.
- C. The City will exercise reasonable diligence and care to furnish continuous and sufficient supply of electricity to its customers and to avoid any shortage or interruption of delivery thereof. It cannot, however, guarantee complete freedom from interruption. The City will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby if same is the result beyond its reasonable control. The City may suspend service temporarily for repairs but will attempt to give a reasonable notice to the customers as circumstances permit. Such repairs and improvements will be performed as rapidly as may be practical and where reasonable shall be performed at such times as will cause the least inconvenience to the customers.
- D. During times of shortage of supply the City will apportion its available supply of electricity among its customers as directed by the Public Utilities Commission or Federal **Energy Regulatory Commission** ~~Power Commission~~. In the absence of such direction it will apportion the supply in the manner that appears most equitable under conditions then prevailing.

E. All City meters will be sealed by the City, and it is unlawful for any person, other than an authorized representative of the City to break or tamper with the seal for the purpose of supplying electricity to the premises. When an unauthorized breaking or tampering of the meter seal is discovered, the City shall remove the meter entirely, and shall install a blank in the meter socket. Electric service will not be reinstated until a fee, double the usual reconnect fee, has been paid by the customer. Any customer who damages or causes a City electric meter to malfunction shall be held liable for any expenses incurred by the City to repair or replace said meter, and the bill must be paid in full before service can be restored.

F. Sub-metering shall be the customer's own responsibility where master meters are installed.

G. For metering installations on customer premises the City furnishes necessary instrument transformers, test facilities and meters, for the City's billing purposes and tests only.

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:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3279

AN ORDINANCE UPDATING 14.12.060(B)(1) SO FEES ARE SET BY RESOLUTION

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, the City has a miscellaneous fee book, and for administrative efficiency, the City wishes to remove specific fee references from the ordinance and instead refer to those fees by resolution.

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

SECTION 1. 14.12.060 Meter Testing

A. *Prior to Installation.* Every meter will be tested before installation and no meter will be placed in service if found to register more than two percent (2%) fast or two percent (2%) slow. New factory meters will not necessarily be tested other than at the factory.

B. *Customer Request.* A customer may, on notice of not less than one (1) week, require the City to test the meter used to measure customer's requirements. No charge will be made for such a test except:

1. If a customer requests a meter test within six (6) months after installation or more than once per year, a deposit to cover the reasonable cost of the test will be **set by resolution.**

- | | |
|--|---------|
| a. For each single phase meter | \$10.00 |
| b. Single phase meters with instrument transformers | \$15.00 |
| c. Three Phase meters | \$25.00 |
| d. Three Phase meters with instrument transformers | \$30.00 |
| e. The deposit will be returned if the meter is found to register more than four percent (4%) fast. The excess overcharge will be refunded to the | |

~~customer for the period of twelve (12) months. The customer, or authorized representative, may witness the tests.~~

C. Nonregistering of meters found more than four percent (4%) slow shall require the City to render an additional billing on an estimated basis for the previous three (3) month period based on the City’s experience with the customers of the same class and general characteristics of the customer’s operations.

D. When it is found that the error in a meter is due to causes, the date of which can reliably be established, the billing will be computed back to that date; provided, however, that in no case will a bill for undercharge on residential service be rendered for a period exceeding three (3) months.

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:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3280

AN ORDINANCE UPDATING 14.12.080 TO CORRECT FOR THE PROPER ORS REFERENCE

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, the City wishes to update the correct name of the federal agency that is involved in this section.

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

SECTION 1. 14.12.080 Electricity – Resale

A. A customer shall not resell electricity received from the City to any person, except:

1. By special written permission; or
2. Where the charge is absorbed in the rental for the premises or space occupied, excepting multiple-family units which shall be individually metered pursuant to ORS ~~455.420~~ **456.763**, and billed by the City.
3. Should a customer resell electricity otherwise than as provided in the foregoing paragraphs, the City may either discontinue service to such customer or supply electricity directly to the sub-customer as the City may elect.

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:

Carmel Zahran, Assistant City Attorney

ORDINANCE NO. 3281

AN ORDINANCE UPDATING 14.16.020 TO ALIGN WITH STATE ORS

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, this ordinance seeks to align with current state regulations.

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

SECTION 1. 14.16.020 Transfers to General Fund

The City Council may appropriate an amount for transfer to the General Fund for other municipal purposes, as permitted by **ORS 225. Public Law 96-501 and the Power Sales Contract with the Bonneville Power Administration (draft of August 25, 1981; Contract No. DE-MS79-81VP90432).**

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:

Carmel Zahran, Assistant City Attorney



Council Business Meeting

Date: December 2, 2025

Agenda Item	Second Reading of Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32
Department	City Recorder
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE

15 minutes

CATEGORY

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

SUMMARY

The first reading of this ordinance passed on November 18, 2025. There are no changes between the first and second readings.

A comprehensive review of the City's liquor license code has been completed. The proposed revisions to AMC 6.32 aim to streamline the application and review process, enhance administrative efficiency, reduce costs, and allow the City to respond more quickly to the needs of the business community while maintaining appropriate oversight.

In summer 2024, the Oregon Liquor and Cannabis Commission (OLCC) updated its alcohol licensing procedures and revised the forms used for local government endorsements. These changes resulted in portions of AMC 6.32 becoming outdated and inconsistent with current OLCC requirements.

POLICIES, PLANS & GOALS SUPPORTED

Economic Development — The proposed ordinance advances the City's economic development goals by establishing a more predictable, timely, and business-friendly liquor license process. Local restaurants, retailers, and hospitality businesses often rely on these licenses to open or expand operations. By streamlining the review and approval procedures, the City will reduce delays associated with Council recesses, agenda scheduling, and administrative timing.

Efficient and effective government — The ordinance also supports the City's goal of maintaining an efficient and effective government. By eliminating redundant administrative steps and aligning local procedures with the Oregon Liquor and Cannabis Commission's modernized systems, the City will improve workflow, reduce the volume of Council agenda items, and conserve valuable staff time.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland first adopted an ordinance related to liquor license applications in 1984, with subsequent updates over time. Most of the existing language in AMC 6.32 dates back to 1998, with only minor revisions since then, the most recent in 2020, which primarily addressed terminology.

A review of internal administrative procedures was conducted to identify opportunities for greater efficiency and consistency with state processes. The proposed ordinance incorporates those findings, aligning local procedures with current OLCC practices and modernizing the City's approach to license review.

FISCAL IMPACTS

Currently, staff time is required to prepare each license item and place it on the City Council's Consent Agenda. The City processes approximately 20–30 new liquor licenses per year. By authorizing administrative approval of





Council Business Meeting

annual licenses, the proposed update will reduce staff time spent on these routine items, allowing resources to be redirected to higher-priority work.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve Ordinance 3255: An Ordinance Relating to Liquor License Review; Repealing and Replacing AMC Chapter 6.32

REFERENCES & ATTACHMENTS

1. Ordinance 3255 Chapter 6.32 Liquor License Review Draft



ORDINANCE NO. 3255

AN ORDINANCE RELATING TO LIQUOR LICENSE REVIEW; REPEALING AND REPLACING AMC CHAPTER 6.32

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, The Oregon Liquor and Cannabis Commission (OLCC) requires that every applicant for issuance of a liquor license obtain a written recommendation from its local governing body: and

WHEREAS, the criteria for approving or denying liquor license applications and renewals are generally limited by state law and do not involve a significant degree of local discretion, being primarily based on specific factors such as past or present criminal behavior; and

WHEREAS, City staff, under the direction of the City Manager, are best positioned to review and process routine requests from applicants for the City's recommendation regarding liquor license applications and renewals; and

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

SECTION 1. Chapter 6.32 of the Ashland Municipal Code is amended to read:

Chapter 6.32

LIQUOR LICENSE REVIEW

Sections:

- 6.32.010 — ~~Purpose and Scope~~
- 6.32.020 — ~~Definitions~~
- 6.32.030 — ~~Application Process~~
- 6.32.040 — ~~Application Fees~~
- 6.32.050 — ~~City Council Delegation; City Recorder Duties~~
- 6.32.065 — ~~License Application~~
- 6.32.067 — ~~Criterion for Unfavorable Recommendation~~
- 6.32.070 — ~~Appeal Procedures~~
- 6.32.080 — ~~Coordination with Other Fees~~

~~6.32.010 — Purpose and Scope~~

~~The purpose of this chapter is to establish the principal criteria which shall be considered by the City council in making recommendations to the Oregon Liquor Control Commission (O.L.C.C.) concerning the granting, denying, modifying or renewing of all liquor licenses within the City; and to establish fees and a process, pursuant to ORS 471.210(4) to be utilized for the investigation of such license applications. (Ord. 2833, amended, 11/18/1998)~~

Sections:

- 6.32.010 Purpose and Scope
- 6.32.020 City Council Delegation; City Recorder Duties
- 6.32.030 New Annual License Application
- 6.32.040 Temporary Licenses
- 6.32.050 Application Review and Investigation
- 6.32.067 Criterion for Unfavorable Recommendation
- 6.32.070 Appeal Procedures
- 6.32.080 Coordination with Other Fees

6.32.010 Purpose and Scope

The purpose of this chapter is to establish the criteria by which the City of Ashland will evaluate and make recommendations to the Oregon Liquor and Cannabis Commission (OLCC) regarding the issuance, denial, modification, or renewal of liquor licenses within the City. This chapter also established the applicable fees and investigation process as authorized under ORS 471.166.

~~6.32.020 — Definitions~~

- ~~A. Administrator. The City Manager or designee.~~
- ~~B. Applicant. The person or persons submitting an application for a liquor license.~~
- ~~C. Application. The application forms supplied by the Oregon Liquor Control Commission.~~
- ~~D. City. The City of Ashland. (Ord. 3192 § 72, amended, 11/17/2020; Ord. 2833, amended, 11/18/1998)~~

6.32.020 City Council Delegation; City Recorder Duties

The City Council delegates to the City Recorder the responsibility to receive, process, and coordinate the review of OLCC liquor license applications and renewals, and to make recommendations to the Oregon Liquor and Cannabis Commission.

~~6.32.030 — Application Process~~

- ~~A. Procedure. Any person, firm or corporation requesting a liquor license through the O.L.C.C. shall present the completed license application forms prescribed by O.L.C.C. to the City recorder.~~
- ~~B. Additional Information. An O.L.C.C. Personal History form shall be completed for each person named on the license application.~~
- ~~C. Completed Applications. Liquor license applications forms shall be accepted only when all required forms are properly completed, the requested information is submitted, and the required application fee, as set forth in Section 6.32.040, has been paid. (Ord. 2866, amended, 02/06/2001; Ord. 2833, amended, 11/18/1998; Ord. 2774 § 13, amended, 1996)~~

6.32.030 New Annual License Application

Any person or business seeking a city recommendation to the OLCC for a new liquor license must submit a completed application on the forms furnished by the OLCC. The City Recorder shall accept such applications only when the following conditions are met:

- A. The applicant holds a valid City business license, unless exempt under AMC 6.04.085.
- B. The application is complete.
- C. Any additional information requested by the City Recorder has been provided.
- D. The appropriate application fees, as established by resolution of the City Council, has been paid.

6.32.040 ——— Application Fees

~~The City recorder shall charge and collect a license investigation fee at the time the application is filed. The fees for such services shall be established by resolution of the City council. (Ord. 2833, amended, 11/18/1998; Ord. 2774 § 16, amended, 1996; Ord. 2622 § 2, amended, 1991; Ord. 2352, amended, 1985)~~

6.32.040 Temporary Licenses

The City Recorder is authorized to review and issue City recommendations on applications for temporary or special event OLCC licenses. Such applications may be processed administratively. If the City Recorder determines that the applicant has met the criteria in AMC 6.32.067, an unfavorable recommendation may be submitted to the OLCC. Either the applicant or the City Recorder may refer the application to the City Manager for further review or a hearing.

6.32.050 ——— City Council Delegation; City Recorder Duties

~~The City Council hereby delegates to the City Recorder the ability to process all OLCC liquor license applications or requests, except for applications for new or renewal licenses. Upon receipt of an application for a new or renewal liquor license, the City Recorder shall:~~

- ~~A. Coordinate and conduct an investigation of each application for the purpose of determining what recommendation shall be made to the City Council. The City recorder may require the applicant to supply additional information that is relevant to determine if there is a sufficient basis for an unfavorable recommendation to the OLCC as provided by Oregon liquor laws.~~
- ~~B. Refer the application to the Department of Community Development who shall determine if the location of the licensee's business complies with the City's land use requirements.~~
- ~~C. Determine if the licensee has met the criterion for an unfavorable recommendation in accordance with AMC 6.32.067.~~
- ~~D. Report to the City council as to the filing of the application and prepare sufficient documentation and/or findings to support an unfavorable recommendation to the OLCC if there is a basis for such recommendation.~~
- ~~E. Mail a letter or personally contact the applicant if an unfavorable recommendation will be made to the City Council.~~
- ~~F. Make a recommendation and place the license on the consent agenda at the next regular council meeting.~~
- ~~G. After the recommendation is approved by the City Council, forward the recommendation and any necessary supporting documentation to the OLCC.~~
- ~~H. Endorse the application, if approved by the City Council.~~

~~I. Maintain a record of all OLCC applications. (Ord. 2995, amended, 10/20/2009; Ord. 2833, amended, 11/18/1998)~~

6.32.050 Application Review and Investigation

The City Recorder shall coordinate a review of each application to prepare a recommendation for the OLCC. Applications will be reviewed once the conditions have been met in 6.32.030.

A. Applications shall be referred to Community Development, Fire, and Police Departments for their review and approval

B. Upon receiving departmental approvals and confirmation that all applicable fees have been paid, the City Recorder is authorized to submit a favorable recommendation with the OLCC for Temporary Licenses.

C. The City Manager or their designee, is authorized to submit a favorable recommendation to the OLCC for New Annual Licenses, upon the City Recorder's recommendation, following departmental approvals and payment of fees.

D. The City Recorder shall maintain a record of all OLCC applications in accordance with the State of Oregon's official records retention schedule.

E. Either the Recorder or City Manager may make an unfavorable Recommendation if the criteria in AMC 6.32.067 are met.

F. Renewal applications are sent directly the license holder from OLCC. The City shall issue an invoice to the license holder for the applicable local renewal fee.

6.32.060 Application Fees

The City recorder shall collect a liquor license investigation fee at the time the application is filed. Fees amounts shall be established by resolution in accordance with ORS 471.166 (8) and approved by the City Council.

~~6.32.065 — License Application~~

~~Any person or business requesting a city recommendation to the OLCC on a liquor license application shall apply upon suitable forms furnished by the OLCC. The City recorder shall accept liquor license applications only when the following conditions are met:~~

~~A. An applicant for an initial license or modification of a current license provides legible copies of the following forms supplied by the OLCC: liquor license application forms, individual history forms, and business information forms. An applicant for a temporary sales license (TSL) provides the temporary sales application form supplied by the OLCC.~~

~~B. The applicant has obtained a valid city business license when applicable.~~

~~C. The application is complete.~~

~~D. The applicant has provided any relevant additional information the City recorder requests to determine the qualifications of the applicant.~~

~~E. The application is accompanied by the appropriate fees, as established by resolution of the City council. (Ord. 2995, added, 10/20/2009)~~

~~6.32.067 — Criterion for Unfavorable Recommendation~~

~~The City may make an unfavorable recommendation to the OLCC if it finds sufficient basis for such a recommendation under Oregon liquor laws, including but not limited to, the Oregon~~

~~Revised Statutes and the Oregon Administrative Rules. (Ord. 2995, amended, 10/20/2009; Ord. 2995, added, 10/20/2009)~~

6.32.067 Criterion for Unfavorable Recommendation

The City may make an unfavorable recommendation to the OLCC if there is sufficient basis under Oregon liquor laws, including but not limited to, the Oregon Revised Statutes and the Oregon Administrative Rules. Examples include but are not limited to: the applicant's criminal history; documented incidents involving disorderly conduct or public safety concerns at the premises; misrepresentations or omissions in the application; failure to comply with applicable City codes or state laws.

~~6.32.070 ——— Appeal Procedures~~

~~An appeal of the City Recorder's recommendation pursuant to AMC 6.32.050 shall be processed in accordance with AMC Chapter 2.30, except that the appeal shall be filed and processed in the office of the City Manager. The appeal must be filed within ten (10) calendar days of the date of the letter or personal notice from the City Recorder stating that an unfavorable recommendation will be made to the City Council. (Ord. 3192 § 73, amended, 11/17/2020; Ord. 2995, amended, 10/20/2009; Ord. 2833, amended, 11/18/1998)~~

6.32.070 Appeal Procedures

An applicant may appeal an unfavorable recommendation issued by the City Recorder or City Manager. Appeals shall be processed in accordance with AMC Chapter 2.30. The appeal must be filed with the City Manager's office within ten (10) calendar days from the date of written notice of the unfavorable recommendation

~~6.32.080 ——— Coordination with Other Fees~~

~~The application fee set forth in Section 6.32.040 shall be in lieu of all other investigation fees, but shall not be in lieu of the regular Business License Tax set forth in Chapter 6.04. (Ord. 2833, amended, 11/18/1998; Ord. 2581, amended, 1990; Ord. 2318, amended, 1989)~~

6.32.080 Coordination with Other Fees

The application fee set forth in Section- 6.32.060 shall be in lieu of all other investigation fees, but shall not replace or exempt the application from paying the City's regular Business License fee as set forth in Chapter 6.04.

SECTION 5. 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 6. 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



Council Business Meeting

Date: December 2, 2025

Agenda Item	Second Reading of Ordinance 3272: "An ordinance annexing property and withdrawing an annexed area from Jackson County Fire District no. 5 and also repealing ordinances 3215 and 3194 which were the previous annexation approvals in Casita 1 and Casita 2." (1511 Highway 99 - Planning Action #PA-T3—2024-00011)
Department	Community Development
From	Brandon Goldman, Director of Community Development, Aaron Anderson, Senior Planner

TIME ESTIMATE

10 minutes

CATEGORY

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

SUMMARY

A request for annexation approval and zone change of an 8.53-acre property and adjacent right-of-way and railroad property. The application also includes concurrent Outline and Final Plan approval for a Performance Standards Option (PSO) subdivision and Site Design Review for ten apartment buildings and associated site improvements

On November 4th the City Council approved the first reading of the Ordinance and directed staff to prepare findings approving planning action #PA-T3-2024-00011 reflecting the approval of the exception to the phasing standard at AMC 18.5.8.050.G4.

POLICIES, PLANS & GOALS SUPPORTED

The Adopted Housing Production Strategy
The Ashland Land Use Ordinance: Annexation 18.5.8

The Ashland Comprehensive Plan Section VI: Housing

- Goal - Ensure a range of different dwelling types that provide living opportunities for the total cross section of Ashland's population.
- Policies - Provide for a mix of housing types that are attractive and affordable to a diversity of ages, incomes, household sizes, and household types.

The Ashland Comprehensive Plan Section XII: Urbanization

- Goal - It is the City of Ashland's goal to maintain a compact urban form and to include an adequate supply of vacant land in the City so as not to hinder natural market forces within the City, and to ensure an orderly and sequential development of land in the City limits.

BACKGROUND AND ADDITIONAL INFORMATION

A request for annexation of 8.53-acres of land for the property located at 1511 Highway 99 North, along with the adjacent Rights-of-Way (ROW) and railroad property. The application also includes a request for concurrent outline plan and final plan approval for a Performance Standards Option (PSO) subdivision consisting of nine lots for residential apartment buildings, and one common open space area. Finally, the application also includes a





Council Business Meeting

request for a Site Design Review approval for ten apartment buildings and associated site improvements. Each building is proposed to have 21 one-bedroom apartments across three floors for 210 apartments in total.

The Planning Commission, following proper public notice, held a public hearing on May 13, 2025. The Planning Commission reconvened on July 22 and adopted findings addressing each of the approval criteria for Outline Plan and Final Plan Subdivision, annexation, and Site Design Review. The Planning Commission conditionally approved the subdivision and recommends approval to the City Council of the annexation request.

At the November 4, 2025 hearing, eight members of the public provided testimony. Seven of them expressed concerns about traffic conditions and emergency evacuation from the Ashland Mine Road neighborhood, with several requesting that an additional egress be created across the railroad tracks and through the project site. The applicant stated they were willing to grant an easement across their property; however, there is currently no approved railroad crossing to make such an egress possible.

The City Council acknowledged the neighborhood's concerns, but also recognized that the proposed development did not create or worsen the traffic conditions prompting those concerns. Based on the traffic engineering provided in the record, Council concluded that its decision must rely solely on the relevant approval criteria in the Land Use Ordinance. In the absence of any contradictory expert evidence, Council accepted the applicant's Traffic Impact Analysis, as reviewed and approved by ODOT, which found that none of the studied intersections would fall below an allowable level of service as a result of the development.

FISCAL IMPACTS

The proposed annexation has no immediate fiscal impacts, but the inclusion of the property within city limits will require police, fire, and city utility services. As the property develops it will add the ten proposed apartment buildings to the property tax revenue.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff recommends that the city council approve the second reading of Ordinance no. 3272 and approve the findings that have been prepared approving the planning action.

The Planning Commission forwarded a recommendation to the City Council to approve the annexation and approved the Subdivision and Site Design Review contingent on the annexation approval. The Planning Commission adopted findings addressing all applicable approval criteria and concluded that, with the included conditions of approval, each criterion was satisfied.

Suggested Motion

I move to approve Second Reading of Ordinance No. 3272, an ordinance annexing property and withdrawing the annexed area from Jackson County Fire District No. 5, and repealing Ordinances 3215 and 3194, which were the previous annexation approvals for Casita 1 and Casita 2. I further move to approve the findings for Planning Action #PA-T3-2024-00011, including the exception to the affordable housing phasing standard in AMC 18.5.8.050.G.4, and to adopt the Planning Commission's findings by reference as the Council's own.

REFERENCES & ATTACHMENTS

1. attach 1 ORD3272 w exhibit A and B
2. attach 2 PA-T3-2024-00011_CouncilFin
3. attach 3 PA-T3-2024-00011_PC_FIN_Signed



ORDINANCE NO. 3272

AN ORDINANCE ANNEXING PROPERTY AND WITHDRAWING AN ANNEXED AREA FROM JACKSON COUNTY FIRE DISTRICT NO. 5. AND ALSO REPEALING ORDINANCES 3215 AND 3194 WHICH WERE THE PREVIOUS ANNEXATION APPROVALS IN CASITA 1 AND CASITA 2.

(GRAND TERRACE ANNEXATION - PLANNING ACTION #PA-T3-2024-00011)

WHEREAS, the owners of the property described in the attached Exhibits "A" & "B" have consented to the annexation of this property into the City of Ashland. With the exception of the subject property there are no electors residing in the tract to be annexed; and

WHEREAS, the City Council has twice approved similar annexations which were appealed to the Land Use Board of Appeals (LUBA) and that those Ordinances approving the annexation were never repealed. These approvals are referred to by LUBA as *Casita I* (reversed) and *Casita II* (remanded and withdrawn); and

WHEREAS, AMC 18.5.8.060 provides that "*When an annexation is initiated by an applicant other than the City, the Staff Advisor may include other land in the proposed annexation in order to make a boundary extension more logical, to address the effective extension of public facilities, or to avoid an area of land which is not incorporated but is partially or wholly surrounded by the City. The Staff Advisor, in a report to the Planning Commission and City Council, shall justify the inclusion of any land other than the land for which the annexation is filed.*"; and

WHEREAS, the Staff Advisor has included both the adjacent railroad property and the adjacent Oregon Department of Transportation (ODOT) state highway right-of-way for Highway 99N in the requested annexation as illustrated in the attached Exhibit "A" to provide a more logical boundary extension and address the effective extension of public facilities, noting that if the railroad property were to remain outside the city limits it would effectively prevent annexation of all of the property within the Urban Growth Boundary (UGB) to the north of the current city limits because the railroad completely separates the current city limits from the UGB, and that inclusion of the ODOT state highway right-of-way is necessary so that the extension of city facilities to the subject properties can occur within the city limits as required by state law.

WHEREAS, the Planning Commission, following proper public notice, held a public hearing on May 13, 2025, on the questions of annexation and outline plan approval for a Performance Standard Option (PSO) Subdivision. The Planning Commission reconvened on July 22, 2025, and adopted findings addressing each of the approval criteria; and

WHEREAS, pursuant to ORS 222.120 and ORS 222.524 the City Council, following proper public notice, held a public hearing on August 19, 2025, on the questions of annexation and withdrawal of the property from Jackson County Fire District No. 5. The City Council, following

the close of the public hearing, voted to approve the annexation and adopted the Planning Commission Findings as their own;

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

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

SECTION 2. The land shown in the attached Map of Survey as Exhibit “A” and whose legal description is attached as Exhibit “B” is declared to be annexed to the City of Ashland.

SECTION 3. The land shown in the attached Map of Survey as Exhibit “A” and whose legal description is attached as Exhibit “B” is declared to be withdrawn from Jackson County Fire District No 5, pursuant to the provisions of ORS 222.111.

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

MAP OF SURVEY

LYING SITUATE WITHIN

THE NORTHWEST QUARTER OF SECTION 5
TOWNSHIP 39 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN
& SOUTHEAST 1/4 OF SECTION 31 & SOUTHWEST 1/4 OF SECTION 32
TOWNSHIP 38 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN
JACKSON COUNTY, OREGON

FOR

Casita Developments LLC

716 North Laurel Street
Ashland, Oregon 97520

LEGEND

- ANNEXATION LINE
- PROJECT PROPERTY LINE
- BOUNDARY LINE
- CENTERLINE
- PREVIOUS DEED LINE
- 2 1/2" BRASS CAPPED IRON PIPE SECTION CORNER PER SURVEY NO. 11551 AND JACKSON COUNTY SURVEYOR RE-ESTAB. NOTES (RECOVERED)
- 2 1/2" BRASS CAPPED IRON PIPE QUARTER SECTION CORNER PER SURVEY NO. 11551 & JACKSON COUNTY SURVEYOR RE-ESTAB. NOTES (RECOVERED)
- 2 1/2" BRASS CAPPED IRON PIPE DONATION LAND CLAIM CORNER PER SURVEY NO. 11551 & JACKSON COUNTY SURVEYOR RE-ESTAB. NOTES (RECOVERED)
- 5/8" IRON PIN - NO OTHER MARKINGS - PER O.S.H.D. 1952 RIGHT-OF-WAY SURVEY & S/N 7020, 11551 & 18445 (RECOVERED)
- 5/8" IRON PIN w/ 2" ALUMINUM CAP STAMPED "SWAIN LS 759 1990" PER S/N 12047 (RECOVERED)
- 1/2" IRON PIPE w/ YELLOW PLASTIC PLUG STAMPED "SWAIN LS 759" PER S/N 11259, 11551, 12814 (RECOVERED)
- 5/8" IRON PIN w/ RED PLASTIC CAP STAMPED "D. HUCK LS 2023" PER S/N 17105 & 20250 (RECOVERED)
- 5/8" IRON PIN w/ ORANGE PLASTIC CAP STAMPED "R. ROBERTS LS 1656" PER S/N 13704 (RECOVERED)
- 5/8" IRON PIN w/ RED PLASTIC CAP STAMPED "RPLS-2339" PER S/N 12439 (RECOVERED)
- 1/2" IRON PIPE - NO OTHER MARKINGS - PER BURRELL S/N 4084 (RECOVERED)
- 5/8" IRON PIN w/ ORANGE PLASTIC CAP STAMPED "KAMPMANN PLS 2883" PER S/N 16579 & 18445 (RECOVERED)
- 5/8" x 24" IRON PIN w/ ORANGE PLASTIC CAP STAMPED "KAMPMANN PLS 2883" (ESTABLISHED)
- O.R. OFFICIAL RECORDS, JACKSON COUNTY CLERK
- D.R. DEED RECORD VOLUME / PAGE, JACKSON COUNTY CLERK
- S/N SURVEY FILE NUMBER, JACKSON COUNTY SURVEYOR
- D.L.C. DONATION LAND CLAIM, AS DESCRIBED
- O.S.H.D. OREGON STATE HIGHWAY DEPARTMENT (O.D.O.T.)
- STA. OREGON DEPT. OF TRANSPORTATION HIGHWAY STATION
- [] DEED RECORD DATA PER 2013-035734
- () SURVEY RECORD DATA PER S/N 11551, 12047, 12814 (SWAIN)
- < > SURVEY RECORD DATA PER S/N 12439 & 13704 (EDWARDS)
- { } SURVEY RECORD DATA PER OREGON STATE HIGHWAY DEPT.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 14, 1998
SHAWN KAMPMANN
2883 LS

RENEWAL DATE: 6/30/2027

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

DATE: JULY 24, 2025
PROJECT NO. 855-14

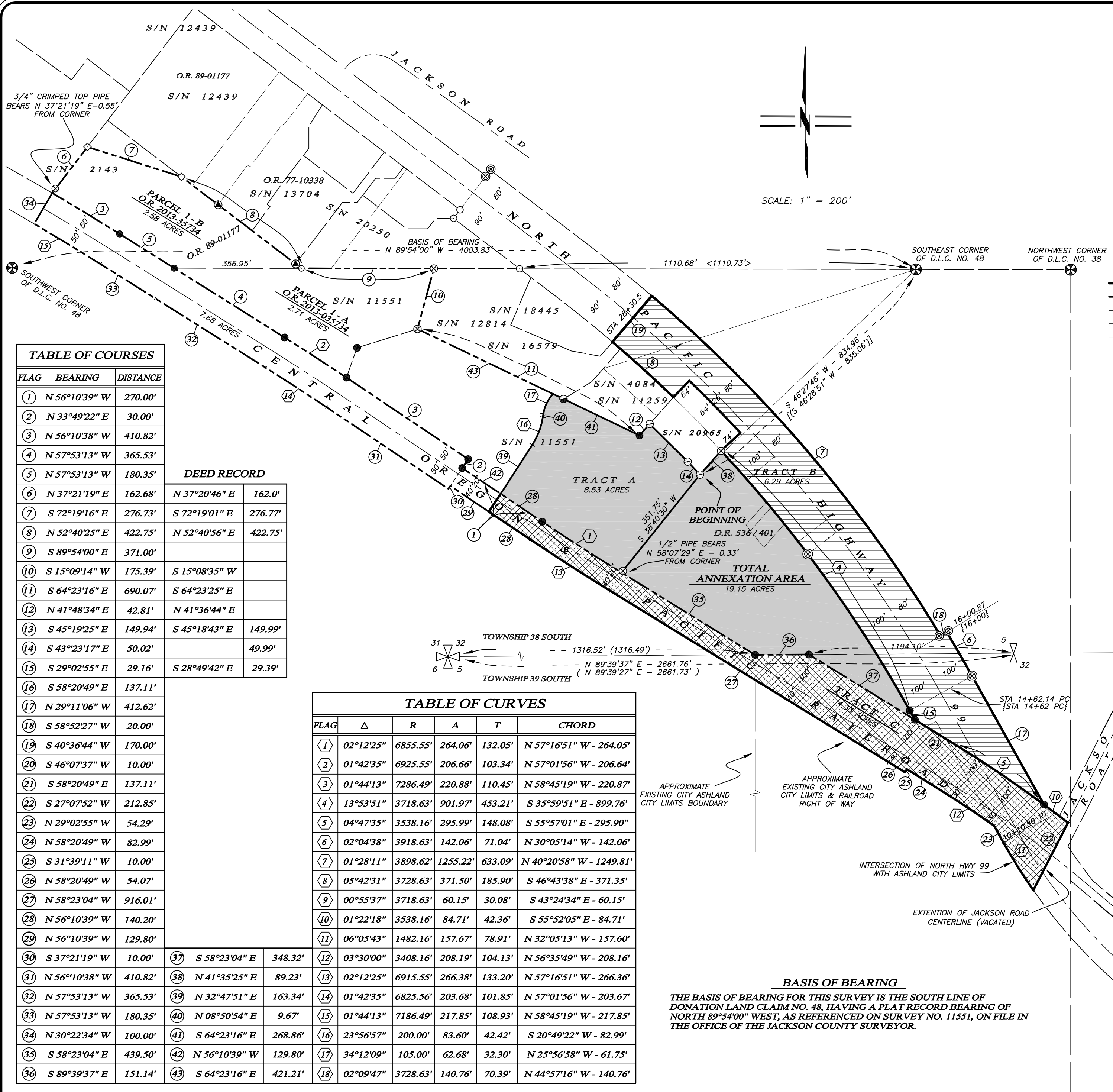


TABLE OF COURSES

FLAG	BEARING	DISTANCE
1	N 56°10'39" W	270.00'
2	N 33°49'22" E	30.00'
3	N 56°10'38" W	410.82'
4	N 57°53'13" W	365.53'
5	N 57°53'13" W	180.35'
6	N 37°21'19" E	162.68'
7	S 72°19'16" E	276.73'
8	N 52°40'25" E	422.75'
9	S 89°54'00" E	371.00'
10	S 15°09'14" W	175.39'
11	S 64°23'16" E	690.07'
12	N 41°48'34" E	42.81'
13	S 45°19'25" E	149.94'
14	S 43°23'17" E	50.02'
15	S 29°02'55" E	29.16'
16	S 58°20'49" E	137.11'
17	N 29°11'06" W	412.62'
18	S 58°52'27" W	20.00'
19	S 40°36'44" W	170.00'
20	S 46°07'37" W	10.00'
21	S 58°20'49" E	137.11'
22	S 27°07'52" W	212.85'
23	N 29°02'55" W	54.29'
24	N 58°20'49" W	82.99'
25	S 31°39'11" W	10.00'
26	N 58°20'49" W	54.07'
27	N 58°23'04" W	916.01'
28	N 56°10'39" W	140.20'
29	N 56°10'39" W	129.80'
30	S 37°21'19" W	10.00'
31	N 56°10'38" W	410.82'
32	N 57°53'13" W	365.53'
33	N 57°53'13" W	180.35'
34	N 30°22'34" W	100.00'
35	S 58°23'04" E	439.50'
36	S 89°39'37" E	151.14'

DEED RECORD

N 37°20'46" E	162.0'
S 72°19'01" E	276.77'
N 52°40'56" E	422.75'
S 15°08'35" W	
S 64°23'25" E	
N 41°36'44" E	
S 45°18'43" E	149.99'
S 28°49'42" E	29.39'

TABLE OF CURVES

FLAG	Δ	R	A	T	CHORD
1	02°12'25"	6855.55'	264.06'	132.05'	N 57°16'51" W - 264.05'
2	01°42'35"	6925.55'	206.66'	103.34'	N 57°01'56" W - 206.64'
3	01°44'13"	7286.49'	220.88'	110.45'	N 58°45'19" W - 220.87'
4	13°53'51"	3718.63'	901.97'	453.21'	S 35°59'51" E - 899.76'
5	04°47'35"	3538.16'	295.99'	148.08'	S 55°57'01" E - 295.90'
6	02°04'38"	3918.63'	142.06'	71.04'	N 30°05'14" W - 142.06'
7	01°28'11"	3898.62'	1255.22'	633.09'	N 40°20'58" W - 1249.81'
8	05°42'31"	3728.63'	371.50'	185.90'	S 46°43'38" E - 371.35'
9	00°55'37"	3718.63'	60.15'	30.08'	S 43°24'34" E - 60.15'
10	01°22'18"	3538.16'	84.71'	42.36'	S 55°52'05" E - 84.71'
11	06°05'43"	1482.16'	157.67'	78.91'	N 32°05'13" W - 157.60'
12	03°30'00"	3408.16'	208.19'	104.13'	N 56°35'49" W - 208.16'
13	02°12'25"	6915.55'	266.38'	133.20'	N 57°16'51" W - 266.36'
14	01°42'35"	6825.56'	203.68'	101.85'	N 57°01'56" W - 203.67'
15	01°44'13"	7186.49'	217.85'	108.93'	N 58°45'19" W - 217.85'
16	23°56'57"	200.00'	83.60'	42.42'	S 20°49'22" W - 82.99'
17	34°12'09"	105.00'	62.68'	32.30'	N 25°56'58" W - 61.75'
18	02°09'47"	3728.63'	140.76'	70.39'	N 44°57'16" W - 140.76'

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF DONATION LAND CLAIM NO. 48, HAVING A PLAT RECORD BEARING OF NORTH 89°54'00" WEST, AS REFERENCED ON SURVEY NO. 11551, ON FILE IN THE OFFICE OF THE JACKSON COUNTY SURVEYOR.

Assessor's Map No. 38 1E 32, Tax Lots 1700 & 1702

POLARIS LAND SURVEYING

EXHIBIT "B"

LEGAL DESCRIPTION – LINDA ZARE ANNEXATION TRACT
CITY OF ASHLAND NORTH MAIN STREET ANNEXATION
ASSESSOR'S MAP NO. 38 1E 32, TAX LOTS 1700 & 1702

A portion those tracts of land described within Instrument No. 2013-035734 of the Official Records in Jackson County, Oregon, lying situate within the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32 in Township 38 South, Range 1 East, and the Northwest Quarter of Section 5 in Township 39 South, Range 1 East of the Willamette Meridian in Jackson County, Oregon, being more particularly described and bounded as follows, to wit;

Commencing at the Southeast corner of Donation Land Claim No. 48 in Township 38 South, Range 1 East of the Willamette Meridian, Jackson County, Oregon; thence South 46°27'46" West, 834.96 feet [Deed Record South 46° 28' 51" West, 835.06 feet] to a 1/2 inch iron pipe at the TRUE POINT OF BEGINNING; thence North 41°35'25" East, 89.23 feet to a 1/2 inch iron pipe situated on the southwesterly line of relocated North Pacific Highway No. 99; thence along said southwesterly line the following survey courses: North 47°03'14" East, 74.00 feet to a point on the centerline of North Pacific Highway No. 99 being 26.00 feet at right angles to said described centerline of said Highway 99; thence 204.53 feet along the arc of a 3792.63 radius curve to the left, having a delta angle of 03°05'23" (Chord bearing North 44°29'28" West, 204.51 feet; thence South 43°57'51" West, 64.00 feet to the southwesterly line of said Highway; thence 230.76 feet along the arc of a 03°32'44" foot radius curve to the left, having a delta angle of 03°32'44" (Chord bearing South 47°48'32" West, 230.70 feet) to OSHD Sta 28+30.5, 90.00 left; thence North 40°36'44" East, along Sta 28+30.5', 170.00 feet to intersect the northeasterly line of Highway 99 of Highway 99; thence along said northeasterly line the following survey courses: 1255.22 feet along the arc of a 3898.62 foot radius curve to the right, having a central angle of 01°28'11" (long chord bears South 40°20'58" East, 1249.81 feet); thence North 58°52'27" East, 20.00; thence 142.06 feet along the arc of a 3918.63 foot radius curve to the right, having a central angle of 02°04'38" (long chord bearing South 30°05'14" East, 142.06 feet) to a 5/8 iron pin; thence South 29°11'06" East, 412.62 feet to a 5/8 inch iron pin on the northeasterly line of Central Oregon & Pacific Railroad; thence along said northeasterly line, 84.71 feet along the arc of a 3538.16 foot radius curve to the right, having a central angle of 01°22'18" (long chord bearing South 55°52'05" East, 84.71 feet) to a point on the centerline of Jackson Road; thence South 27°07'52" West along an extension of the centerline of Jackson Road, a distance of 212.85 feet to a point on the southwesterly line of relocated Pacific Highway No. 99; thence along said southwesterly line 157.67 feet along the arc of a 1482.16 foot radius curve to the right, having a central angle of 06°05'43" (long chord bearing North 32°05'13" West, 157.60 feet); thence North 29°02'55" West, 54.29 feet to a point on the southerly line of Central Oregon & Pacific Railroad; thence 208.19 feet along the arc of a 3408.16 foot radius curve to the right, having a central angle of 03°30'00" (long chord bearing North 56°35'49" West, 208.16 feet); thence North 58°20'49" West, 82.99 feet; thence South 31°39'11" West, 10.00 feet; thence North 58°20'49" West, 54.07 feet; thence North 58°23'02" West, 916.01 feet; thence 266.38 foot along the arc of a 6915.55 foot curve to the right, having a central angle of 02°12'25" (long chord bearing North 57°16'51" West, 266.36 feet); thence North 56°10'39" West, 140.20 feet; thence North 33°49'21" East, 60.00 feet to a point on the northeasterly line of said right of way; thence North 32°47'51" East, 163.34 feet; thence 83.60 feet along the arc of a 200.00 foot radius curve to the left, having a central angle of 23°38'52" (long chord bears North 20°49'22" East, 82.99 feet); thence North 8°50'54" East, 9.67 feet; thence 62.68 feet along the curve of a 105.00 foot radius curve to the right, having a central angle of 34°12'10" (long chord bearing North 25°56'59" East, 61.75 feet); thence South 64°23'16" East, 268.86 feet; thence North 41°43'34" East, 42.81 feet to a 1/2 inch iron pipe; thence South 45°19'25" East, 149.94 feet to a 1/2 inch iron pipe; thence South 43°21'12" East, 50.02 feet to THE POINT OF BEGINNING.

Containing 19.46 acres, more or less.

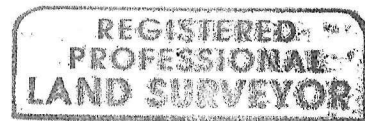
Prepared by:

Shawn Kampmann
Professional Land Surveyor

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

Date: January 15, 2025

s:\surveys\855-14\Casita Developments LLC-CoA Annexation Legal.docx



RENEWAL DATE: 6/30/27

THE CITY OF ASHLAND
BEFORE THE CITY COUNCIL

December 2, 2025

IN THE MATTER OF PLANNING ACTION #PA-T3-2024-00011 A	)	
REQUEST FOR ANNEXATION AND ZONE CHANGE FOR A 8.5-ACRE	)	
PROPERTY, ALONG WITH ADJACENT RIGHT-OF-WAY (ROW), FOR	)	
THE PROPERTY LOCATED AT 1511 HIGHWAY 99. THE PLANNING	)	
COMMISSION CONDITIONALLY APPROVED CONCURRENT	)	
OUTLINE AND FINAL PLAN FOR A PERFORMANCE STANDARDS	)	
OPTION (PSO) SUBDIVISION AND SITE DESIGN REVIEW FOR TEN	)	FINDINGS,
APARTMENT BUILDINGS AND ASSOCIATED SITE IMPROVEMENTS	)	CONCLUSIONS,
CONTINGENT ON THE ANNEXATION APPROVAL.	)	AND ORDERS.
	)	
OWNER: LINDA ZARE	)	
APPLICANT: KENDRICK ENTERPRISE LLC	)	
CASITA DEVELOPMENTS LLC	)	
	)	

RECITALS:

- 1) The subject property is Tax lot #1702 of Assessor Map 38-1E-32 and is addressed as 1151 Highway 99 N. The property is 8.53 acres following the recent Property Line Adjustment recorded on November 4, 2025 as survey #CS 24466 (Jackson County planning file #439-25-00027-SUB).
- 2) A comprehensive physical description of the property and its location are included in the Planning Commission Findings dated July 22, 2025, which are attached hereto, and for brevity are not repeated here.
- 3) The application is a request for annexation and concurrent outline plan and final plan approval for a Performance Standard Option (PSO) subdivision and Site Design Review approval. The applicant provided detailed responses to all applicable approval criteria in the form of findings of fact, traffic impact analysis, legal description and survey of the property, landscaping and civil engineering plans, and architectural plans. These materials are on file at the Department of Community Development and by their reference are incorporated herein as if set out in full.
- 4) The relevant approval criteria include Annexation at AMC 18.5.8.050, Outline Plan at AMC 18.3.9.040.A.3, Final Plan at AMC 18.3.9.040.B.5, and Site Design Review at AMC 18.5.2.050. These are set out in full in the Planning Commission Findings dated July 22, 2025, attached hereto, and for brevity are not repeated here.
- 5) The Planning Commission, following proper public notice, held a public hearing on May 13, 2025. Testimony was received, and exhibits were presented. The Planning Commission

PA-T3-2024-00011
December 2, 2025
Page 1

deliberated and approved the application subject to conditions of approval. On July 22, 2025, the Planning Commission adopted findings, conclusions and orders addressing the relevant approval criteria and conditions of approval.

- a. The application included a requested exception to the standard at AMC 18.5.8.050.G.4 which provides certain phasing requirements including that *"Prior to issuance of a building permit for the final ten percent of the market rate units, the final 50 percent of the affordable units shall have been issued certificates of occupancy."*
 - b. The Planning Commission noted in their findings that the ultimate decision maker for the exception is the City Council. The Planning Commission noted that the phasing standard was not written with multifamily housing in mind and endorsed the exception recommending to the City Council that it be approved.
- 6) The City Council, following proper public notice, held a public hearing on November 4, 2025. Testimony was received, and exhibits were presented by both Staff and the applicant. The City Council deliberated and approved the application including the requested exception to the standard at AMC 18.5.8.050.G.4 allowing the affordable housing units to be spread through each of the ten buildings.

Now, therefore, the City Council 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 City Council 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.

2.2 The City Council finds that it has received all information necessary to render a decision based on the application materials itself, the May 13th Staff Report, the July 22th Planning Commission Findings of Fact, the November 4th City Council Communication, the public testimony received, and the testimony from both staff and the applicant at the public hearings.

2.3 The City Council finds that the proposal for Annexation meets all applicable approval

criteria described in AMC 18.5.8.050. These are addressed in the attached Planning Commission Findings and the City Council adopts them as their own while adding the additional findings regarding the requested exception:

2.3.1 The City Council notes that the standard at AMC 18.5.8.050.G.4.b requires that *“Prior to issuance of a building permit for the final ten percent of the market rate units, the final 50 percent of the affordable units shall have been issued certificates of occupancy.”* The City Council notes that the applicant intends to include affordable housing units in each of the ten buildings this phasing requirement is unworkable, and an exception is being requested.

2.3.2 The City Council notes that AMC 18.5.8.050.G.6 provides that *“Exceptions to the requirements of subsections 18.5.8.050.G.2 through 18.5.8.050.G.5, above, may be approved by the City Council upon consideration”* of three different situations. The second of those is that *“That the alternative phasing proposal not meeting subsection 18.5.8.050.G.4 provided by the applicant provides adequate assurance that the affordable housing units will be provided in a timely fashion.”*

2.3.3 The City Council finds that a thorough review of the application materials confirms that the proposed phasing of the affordable housing provides adequate assurance that the development of a needed housing type and will be *“provided in a timely fashion.”* The City Council concludes that the requested exception is beneficial to the community and finds that the approval criterion for the exception is met based on the proposed phasing.

2.4 The City Council finds that the proposal for Outline Plan and Final Plan for a Performance Standard Option (PSO) subdivision meets all applicable criteria for described in AMC 18.3.9.040.A.3. These are addressed in the attached Planning Commission Findings dated July 22, 2025, and the City Council adopts them as their own.

2.5 The City Council finds that the proposal for Site Design Review meets all applicable criteria for described in AMC 18.5.2.050. These are addressed in the attached Planning Commission Findings dated July 22, 2025, and the City Council adopts them as their own.

2.7 The City Council notes that following proper public notice, a public hearing was held on November 4, 2025, where testimony was received, and exhibits were presented.

2.7.1 During the opportunity for public testimony eight members of public spoke. Of the eight people who provided testimony, seven raised concerns regarding traffic generation. Four of the eight raised concerns specific to emergency evacuation, and one person questioned the validity of the traffic study because it was paid for by the applicant.

2.7.2 The City Council notes that while members of the public expressed concern regarding potential traffic impacts—particularly the left-turn movement from Ashland Mine Road and the constrained bridge width at Bear Creek—the record contains competent substantial evidence to the contrary. The City Council notes that the applicant’s traffic impact analysis was prepared by a licensed traffic engineer, and that the analysis evaluated intersection operations, turning movements, and roadway capacity

consistent with adopted standards. The report was subsequently reviewed and approved by ODOT. The City Council notes that the approval must rest on the weight of technical evidence rather than generalized concerns, and that the un rebutted expert analysis concludes that the proposal will maintain acceptable levels of service therefore, the traffic concerns raised do not provide a legally sufficient basis for denial.

2.8 Following the close of the public hearing the City Council deliberated and voted (6-0) in favor of the following motion:

“I move to approve Ordinance no. 3272 an ordinance annexing property and withdrawing an annexed area from Jackson County Fire District no. 5 and direct staff to prepare findings approving planning action #PA-T3-2024-00011 reflecting the approval of the exception to the standard for affordable housing phasing at AMC 18.5.8.050.G4 and also repealing ordinances 3215 and 3194 which were the previous annexation approvals in Casita 1 and Casita 2, and to return for second reading on December 2, 2025.”

SECTION 3. DECISION

3.1 Based on the record of the Public Hearings on this matter, the City Council approves the application for annexation and affirms the Planning Commissions conditional approval of outline and final plan approval for the Performance Standards Option (PSO) subdivision, and Site Design Review.

3.2 In addition to the findings set out above, the City Council hereby adopts the Planning Commission July 22, 2025, Findings of Fact and conditions of approval as the City Council’s own which are attached hereto.

City Council Approval

Date

THE CITY OF ASHLAND
BEFORE THE PLANNING COMMISSION

July 22, 2025

IN THE MATTER OF PLANNING ACTION #PA-T3-2024-00011 A)
REQUEST FOR ANNEXATION AND ZONE CHANGE FOR 8.53-ACRES)
OF PRIVATE PROPERTY, RAILROAD PROPERTY, AND ADJACENT)
RIGHTS-OF-WAY (ROW), FOR THE PROPERTY LOCATED AT 1511)
HIGHWAY 99 N. THE APPLICATION ALSO INCLUDES CONCURRENT)
OUTLINE PLAN AND FINAL PLAN APPROVAL FOR A)
PERFORMANCE STANDARDS OPTION (PSO) SUBDIVISION AND)
SITE DESIGN REVIEW APPROVAL FOR TEN APARTMENT)
BUILDINGS AND ASSOCIATED SITE IMPROVMENTS.)

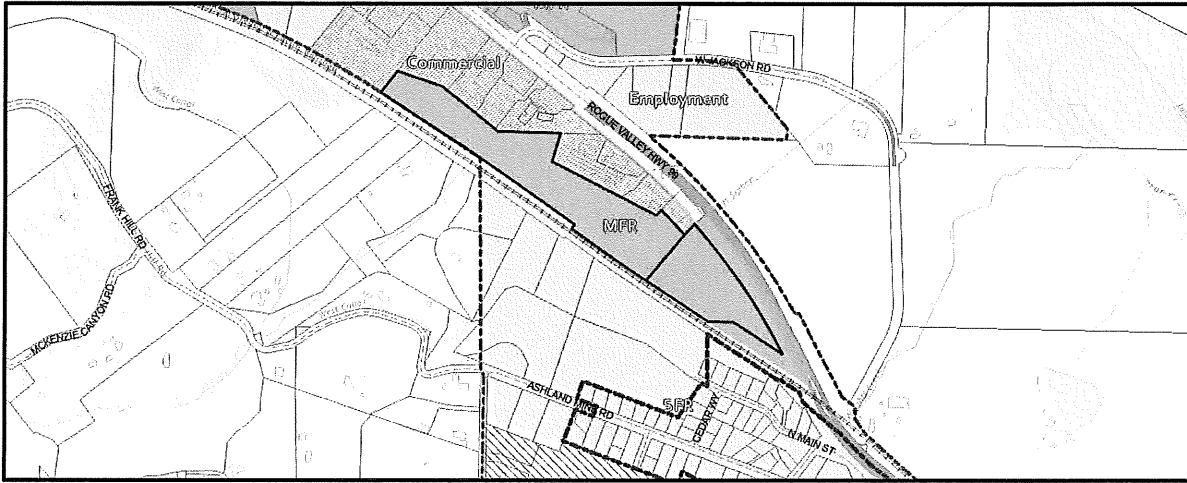
**FINDINGS,
CONCLUSIONS,
AND ORDERS.**

OWNER: LINDA ZARE)
APPLICANT: KENDRICK ENTERPRISE LLC)
CASITA DEVELOPMENTS LLC)

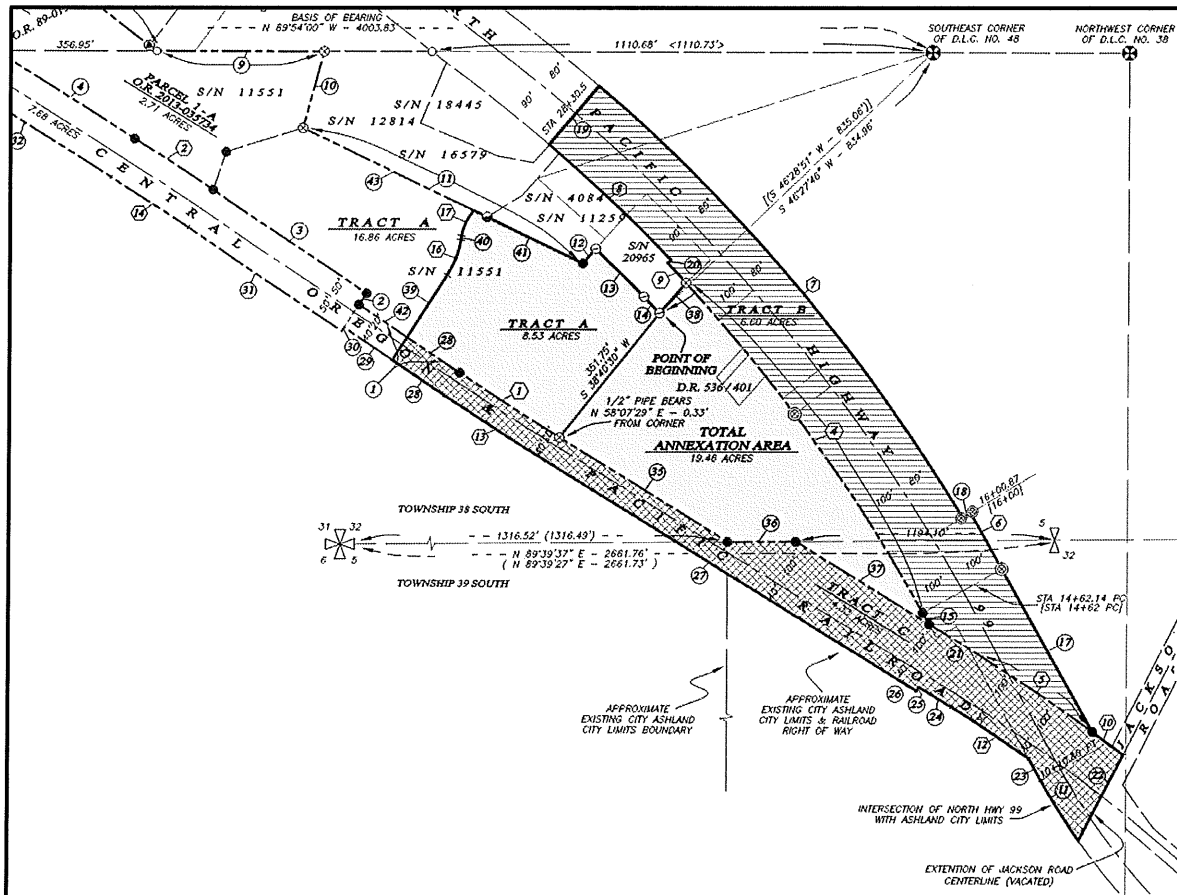
RECITALS:

- 1) The subject property is Tax lot #1702 of Assessor Map 38-1E-32 and is addressed as 1151 Highway 99 N. The property will be 8.53 acres following approval of a pending Property Line Adjustment that is being processed with Jackson County (File #439-25-00027-SUB – application submitted May 15, 2025).
- 2) The property is situated between Highway 99 to the north and the Central Oregon & Pacific Railroad to the south. The property has approximately 900 feet of frontage along the highway. The property slopes to the north at roughly 6 percent dropping approximately 35 feet from the railroad down to the highway. The property is mostly vacant with the exception of a small residence that the County Assessor indicates was built in 1948
- 3) The application is a request for annexation and concurrent outline plan and final plan approval for a Performance Standard Option (PSO) subdivision and Site Design Review approval. The applicant provided detailed responses to all applicable approval criteria in the form of findings of fact, traffic impact analysis, legal description and survey of the property, landscaping and civil engineering plans, and architectural plans. These materials are on file at the Department of Community Development and by their reference are incorporated herein as if set out in full.
 - a. The proposed PSO subdivision includes a total of 9-lots for residential development, and a single common area.
 - b. Each building is proposed to have 21 one-bedroom apartments across three floors for 210 apartments in total.
 - c. Annexations require that at least 25% of the base density be deed-restricted affordable housing.

- 4) The subject properties are shown outlined in black on the map below. The map is from the City of Ashland Geographic Information System (GIS). The purple dashed line is the UGB, and the red line is the existing city limits.



- 5) The total area to be annexed includes 8.53 acres of private property in a single tract of land that is the result of a recently approved but not yet recorded property line adjustment. The proposed annexation also includes 4.33 acres of railroad right-of-way (ROW), and 6.60 acres of ODOT ROW. The total area proposed to be annexed is 19.46 acres and is shown below:



- 6) The Planning Commission Staff Report (dated May 13, 2025), incorporated by reference herein as if set out in full, includes an extensive background discussion on land use approval history of this project. For succinctness it is not repeated here. In brief, twice substantially similar proposals have been approved by the City of Ashland each time being appealed to the Land Use Board of Appeals (LUBA). These decisions are referred to as *Casita I* & *Casita II* in LUBA documents, for that reason we do the same here when necessary to refer to the previous approvals.
 - a. Rogue Advocates v. City of Ashland, *Reversed* (LUBA No. 2021-009, May 12, 2021)
 - b. Rogue Advocates v. City of Ashland, *Remanded* (LUBA No. 2023-007, May 9, 2023)
- 7) The approval of the PSO subdivision, and Site Design Review approval are Type II Procedures which are Quasi-Judicial. Type II decisions are made by the Planning Commission after a public hearing, with an opportunity for appeal to the City Council.
- 8) The approval of the annexation is a Type III procedure. Type III planning actions are legislative decisions by definition. Type III reviews are considered by the Planning Commission, who makes a recommendation to City Council. The Council makes the final decision on a legislative proposal through the enactment of an ordinance.
- 9) The application is for 210 apartments; however, the calculated regulatory density is 170 for purposes of administering the Land Use Ordinance (LUO).
 - a. AMC 18.2.5.080.B.2 allows units *less than 500 square feet* are counted as 0.75 dwellings units for the purposes of density calculations.
 - b. One-bedroom affordable housing units *must be at least 500 square feet*.
 - c. Within each apartment building five apartments are proposed to be greater than 500 square feet and therefore count as a whole dwelling. The other 16 apartments are to be less than 500 square feet and therefore count as 0.75 dwellings.
 - d. This calculates to a density of 170 dwellings: $(50 + (160 * 0.75) = 170)$.
- 10) The property is located in Jackson County within the city's Urban Growth Boundary (UGB). The current zoning within the County is RR-5 (Rural Residential, with a five-acre minimum lot size) and the city Comprehensive Plan designation is Multi-Family Residential. The applicant proposes to annex the properties as R-2, a Low-Density Multi-Family Residential zoning which allows for a base density of 13.5 dwelling units per acre.
- 11) The proposed zoning for the property is R-2, which allows for a density of 13.5 dwelling unit per acre. The subject property is 8.53 acres and therefore has a calculated base density of 115.15 dwelling units $(8.53 * 13.5 = 115.15)$.
 - a. The proposed density of 170 exceeds the base density but this is allowed through a leveraging of density bonuses as discussed in detail below in the first and sixth approval criteria for outline plan approval below.
- 12) The affordable housing requirement is 25-percent of the base density and is calculated as follows: $115.15 * 0.25 = 28.8$. In the present application, the affordable housing is proposed

to be restricted to households earning at or below 80 percent of the area median income (AMI). Affordable units that are restricted to households earning at or below 80 percent of the AMI have an 'equivalent value' of 1.25 units. Therefore, the affordability requirement is calculated as follows: $28.8 / 1.25 = 23.02$, with fractional answers rounded up to the nearest whole number, thus 24 affordable housing units are required.

13) The adopted Wetland Resource Protection Zone (WRPZ) maps the presence of a small 'possible wetland.' The application includes a wetland report, however the official concurrence by the Department of State Lands (DSL) is still pending.

14) The criteria of approval for Annexation are described in **AMC 18.5.8.050** as follows:

An application for an annexation may be approved if the proposal meets the applicable criteria in subsections A through H below. The approval authority may, in approving the application, impose conditions of approval consistent with the applicable criteria and standards, and grant exceptions and variances to the criteria and standards in this section in accordance with subsection I.

A. The annexed area is within the City's Urban Growth Boundary.

B. The annexation proposal is consistent with the Comprehensive Plan designations applicable to the annexed area, including any applicable adopted neighborhood, master, or area plan, and is an allowed use within the proposed zoning.

C. The annexed area is contiguous with the City limits.

D. Adequate City facilities for the provision of water to the annexed area as determined by the Public Works Department; the transport of sewage from the annexed area to an approved waste water treatment facility as determined by the Public Works Department; the provision of electricity to the annexed area as determined by the Electric Department; urban storm drainage as determined by the Public Works Department can and will be provided from the annexed area. Unless the City has declared a moratorium based upon a shortage of water, sewer, or electricity, it is recognized that adequate capacity exists system-wide for these facilities. All required public facility improvements shall be constructed and installed in accordance with subsection 18.4.6.030.A.

E. Adequate transportation can and will be provided to serve the annexed area. For the purposes of this section, "adequate transportation" for annexations consists of vehicular, bicycle, pedestrian, and transit transportation meeting the following standards:

1. For vehicular transportation a minimum 22-foot-wide paved access exists, or can and will be constructed, providing access to the annexed area from the nearest fully improved collector or arterial street. All streets bordering on the annexed area shall be improved, at a minimum, to an applicable City half-street standard. The approval authority may, after assessing the impact of the development, require the full improvement of streets bordering on the annexed area. All streets located within annexed areas shall be fully improved to City standards unless exception criteria apply. Where future street dedications are indicated on the Street Dedication Map or required by the City, provisions shall be made for the dedication and improvement of these streets and included with the application for annexation.

2. For bicycle transportation, safe and accessible bicycle facilities according to the safety analysis and standards of the governing jurisdiction of the facility or

street (e.g., City of Ashland, Jackson County, Oregon Department of Transportation) exist, or can and will be constructed. Should the annexed area border an arterial street, bike lanes shall be constructed along the arterial street frontage of the annexed area. Likely bicycle destinations within a quarter of a mile from the annexed area shall be determined and the approval authority may require the construction of bicycle lanes or multiuse paths connecting the annexed area to the likely bicycle destinations after assessing the impact of the development proposed concurrently with the annexation.

3. For pedestrian transportation, safe and accessible pedestrian facilities according to the safety analysis and standards of the governing jurisdiction of the facility or street (e.g., City of Ashland, Jackson County, Oregon Department of Transportation) exist, or can and will be constructed. Full sidewalk improvements shall be provided on one side of all streets bordering on the proposed annexed area. Sidewalks shall be provided as required by ordinance on all streets within the annexed area. Where the annexed area is within a quarter of a mile of an existing sidewalk system or a location with demonstrated significant pedestrian activity, the approval authority may require sidewalks, walkways or multiuse paths to be constructed and connect to either or both the existing system and locations with significant pedestrian activity.

4. For transit transportation, should transit service be available to the annexed area, or be likely to be extended to the annexed area in the future based on information from the local public transit provider, the approval authority may require construction of transit facilities, such as bus shelters and bus turnout lanes.

5. Timing of Transportation Improvements. All required transportation improvements shall be constructed and installed in accordance with subsection 18.4.6.030.A.

F. For all residential annexations, a plan shall be provided demonstrating that the development of the annexed area will ultimately occur at a minimum density of 90 percent of the base density for the zone, unless reductions in the total number of units are necessary to accommodate significant natural features, topography, access limitations, or similar physical constraints. The owner or owners of the annexed area shall sign an agreement, to be recorded with the County Clerk after approval of the annexation, ensuring that future development will occur in accord with the minimum density indicated in the development plan. For purposes of computing maximum density, portions of the annexed area containing unbuildable lots, parcels, or portions of the annexed area such as existing streets and associated rights-of-way, railroad facilities and property, wetlands, floodplain corridor lands, slopes greater than 35 percent, or land area dedicated as a public park, shall not be included.

G. Except as provided in subsection 18.5.8.050.G.7, below, annexations with a density or potential density of four residential units or greater and involving residential zoned lands, or commercial, employment or industrial lands with a Residential Overlay (R-Overlay) shall meet the following requirements:

1. The total number of affordable units provided to qualifying buyers, or to qualifying renters, shall be equal to or exceed 25 percent of the base density as calculated using the unit equivalency values set forth herein. The base density of the annexed area for the purpose of calculating the total number of affordable

units in this section shall exclude any unbuildable lots, parcels, or portions of the annexed area such as existing streets and associated rights-of-way, railroad facilities and property, wetlands, floodplain corridor lands, water resource areas, slopes greater than 35 percent, or land area dedicated as a public park.

- a. Ownership units restricted to households earning at or below 120 percent of the area median income shall have an equivalency value of 0.75 unit.
- b. Ownership units restricted to households earning at or below 100 percent of the area median income shall have an equivalency value of 1.0 unit.
- c. Ownership or rental units restricted to households earning at or below 80 percent of the area median income shall have an equivalency value of 1.25 unit.

2. As an alternative to providing affordable units per section 18.5.8.050.G.1, above, the applicant may provide title to a sufficient amount of buildable land for development complying with subsection 18.5.8.050.G.1.b, above, through transfer to a non-profit (IRC 501(3)(c)) affordable housing developer or public corporation created under ORS 456.055 to 456.235.

- a. The land to be transferred shall be located within the project meeting the standards set forth in sections 18.5.8.050.G.5 and 18.5.8.050.G.6.
- b. All needed public facilities shall be extended to the area or areas proposed for transfer.
- c. Prior to commencement of the project, title to the land shall be transferred to the City, an affordable housing developer which must either be a unit of government, a non-profit 501(c)(3) organization, or a public corporation created under ORS 456.055 to 456.235.
- d. The land to be transferred shall be deed restricted to comply with Ashland's affordable housing program requirements.
- e. Transfer of title of buildable land in accordance with this subsection shall exempt the project from the development schedule requirements set forth in subsection 18.5.8.050.G.4.

3. The affordable units shall be comparable in bedroom mix with the market rate units in the development.

- a. The number of bedrooms per dwelling unit in the affordable units within the residential development shall be in equal proportion to the number of bedrooms per dwelling unit in the market rate units within the residential development. This provision is not intended to require the same floor area in affordable units as compared to market rate units. The minimum square footage of each affordable unit shall comply with the minimum required floor area based as set forth in Table 18.5.8.050.G.3, or as established by the U.S. Department of Housing and Urban Development (HUD) for dwelling units developed under the HOME program.

4. A development schedule shall be provided that demonstrates that the affordable housing units per subsection 18.5.8.050.G shall be developed, and made available for occupancy, as follows:

- a. That 50 percent of the affordable units shall have been issued building permits prior to issuance of a certificate of occupancy for the last of the first 50 percent of the market rate units.
- b. Prior to issuance of a building permit for the final ten percent of the market rate units, the final 50 percent of the affordable units shall have been issued certificates of occupancy.

5. That affordable housing units shall be constructed using comparable building materials and include equivalent amenities as the market rate units.

- a. The exterior appearance of the affordable units in any residential development shall be visually compatible with the market rate units in the development. External building materials and finishes shall be substantially the same in type and quality for affordable units as for market rate units.
- b. Affordable units may differ from market rate units with regard to floor area, interior finishes and materials, and housing type; provided, that the affordable housing units are provided with comparable features to the market rate units, and shall have generally comparable improvements related to energy efficiency, including plumbing, insulation, windows, appliances, and heating and cooling systems.

6. Exceptions to the requirements of subsections 18.5.8.050.G.2 through 18.5.8.050.G.5, above, may be approved by the City Council upon consideration of one or more of the following:

- a. That an alternative land dedication as proposed would accomplish additional benefits for the City, consistent with the purposes of this chapter, than would development meeting the on-site dedication requirement of subsection 18.5.8.050.G.2.
- b. That the alternative phasing proposal not meeting subsection 18.5.8.050.G.4 provided by the applicant provides adequate assurance that the affordable housing units will be provided in a timely fashion.
- c. That the materials and amenities applied to the affordable units within the development, that are not equivalent to the market rate units per subsection 18.5.8.050.G.5, are necessary due to local, state, or federal affordable housing standards or financing limitations.

7. The total number of affordable units described in this subsection shall be determined by rounding up fractional answers to the nearest whole unit. A deed restriction or similar legal instrument shall be used to guarantee compliance with affordable criteria for a period of not less than 60 years for units qualified as affordable rental housing, or 30 years for units qualified as affordable for-purchase housing.

H. One or more of the following standards are met:

1. The annexation proposal shall meet the requirements of subsection 18.5.8.050.B, above.
2. A current or probable danger to public health exists within the proposed area for annexation due to lack of full City sanitary sewer or water services in accordance with the criteria in ORS chapter 222 or successor state statute.
3. Existing development in the proposed area for annexation has inadequate water or sanitary sewer service, or the service will become inadequate within one year.
4. The proposed area for annexation has existing City water or sanitary sewer service extended, connected, and in use, and a signed consent to annexation agreement has been filed and accepted by the City.
5. The proposed area for annexation is an island surrounded by lands within the City limits.

I. Exceptions and Variances to the Annexation Approval Criteria and Standards. The approval authority may approve exceptions to and variances from the approval criteria and standards in this section using the criteria in section 18.4.6.020.B.1, Exceptions to the Street Design Standards, or chapter 18.5.5, Variances.

15) The criteria of approval for the Outline Plan of a PSO subdivision are described in **AMC 18.3.9.040.A.3** as follows:

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.

16) The criteria of approval for an Exception to Street Standards are described in **AMC**

18.4.6.020.B.1 as follows:

1. Exception to the Street Design Standards. The approval authority may approve exceptions to the street design standards in section 18.4.6.040 if the circumstances in either subsection B.1.a or b, below, are found to exist.

a. There is demonstrable difficulty in meeting the specific requirements of this chapter due to a unique or unusual aspect of the site or proposed use of the site; and the exception is the minimum necessary to alleviate the difficulty; and the exception is consistent with the purpose, intent, and background of the street design standards in subsection 18.4.6.040.A; and the exception will result in equal or superior transportation facilities and connectivity considering the following factors where applicable:

i. For transit facilities and related improvements, access, wait time, and ride experience.

ii. For bicycle facilities, feeling of safety, quality of experience (i.e., comfort level of bicycling along the roadway), and frequency of conflicts with vehicle cross traffic.

iii. For pedestrian facilities, feeling of safety, quality of experience (i.e., comfort level of walking along roadway), and ability to safely and efficiently cross roadway; or

b. There is no demonstrable difficulty in meeting the specific requirements, but granting the exception will result in a design that equally or better achieves the stated purposes, intent, and background of the street design standards in subsection 18.4.6.040.A.

17) The criteria of approval for the Final Plan of a PSO subdivision are described in **AMC**

18.3.9.040.B.5 as follows:

5. Approval Criteria for Final Plan. Final plan approval shall be granted upon finding of substantial conformance with the outline plan. This substantial conformance provision is intended solely to facilitate the minor modifications from one planning step to another. Substantial conformance shall exist when comparison of the outline plan with the final plan meets all of the following criteria:

a. The number of dwelling units vary no more than ten percent of those shown on the approved outline plan, but in no case shall the number of units exceed those permitted in the outline plan.

b. The yard depths and distances between main buildings vary no more than ten percent of those shown on the approved outline plan, but in no case shall these distances be reduced below the minimum established within this ordinance.

c. The common open spaces vary no more than ten percent of that provided on the outline plan.

d. The building size does not exceed the building size shown on the outline plan by more than ten percent.

e. The building elevations and exterior materials are in conformance with the purpose and intent of this ordinance and the approved outline plan.

f. That the additional standards which resulted in the awarding of bonus points in the outline plan approval have been included in the final plan with substantial detail to ensure that the performance level committed to in the outline plan will be achieved.

g. The development complies with the street standards.

h. Nothing in this section shall limit reduction in the number of dwelling units or increased open space; provided, that if this is done for one phase, the number of dwelling units shall not be transferred to another phase, nor the common open space reduced below that permitted in the outline plan.

18) The criteria of approval for Site Design Review are described in **AMC 18.5.2.050** as follows:

An application for Site Design Review shall be approved if the proposal meets the criteria in subsections A, B, C, and D below. The approval authority may, in approving the application, impose conditions of approval, consistent with the applicable criteria.

A. Underlying Zone. The proposal complies with all of the applicable provisions of the underlying zone (part 18.2), including but not limited to: building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture, and other applicable standards.

B. Overlay Zones. The proposal complies with applicable overlay zone requirements (part 18.3).

C. Site Development and Design Standards. The proposal complies with the applicable Site Development and Design Standards of part 18.4, except as provided by subsection E, below.

D. City Facilities. The proposal complies with the applicable standards in section 18.4.6 Public Facilities, and that adequate capacity of City facilities for water, sewer, electricity, urban storm drainage, paved access to and throughout the property, and adequate transportation can and will be provided to the subject property.

E. Exception to the Site Development and Design Standards. The approval authority may approve exceptions to the Site Development and Design Standards of part 18.4 if the circumstances in either subsection 1, 2, or 3, below, are found to exist.

1. There is a demonstrable difficulty meeting the specific requirements of the Site Development and Design Standards due to a unique or unusual aspect of an existing structure or the proposed use of a site; and approval of the exception will not substantially negatively impact adjacent properties; and approval of the exception is consistent with the stated purpose of the Site Development and Design; and the exception requested is the minimum which would alleviate the difficulty;

2. There is no demonstrable difficulty in meeting the specific requirements, but granting the exception will result in a design that equally or better achieves the stated purpose of the Site Development and Design Standards; or

3. There is no demonstrable difficulty in meeting the specific requirements for a cottage housing development, but granting the

exception will result in a design that equally or better achieves the stated purpose of section 18.2.3.090.

- 19) Notice was filed online with the DLCD on April 7, 2025, which meets the required statutory deadline of 35 days prior to the first hearing. Notice was also posted on the property frontage and mailed to all properties of record within 200' of the subject property on April 22, 2025.
- 20) The Planning Commission, following proper public notice, held a public hearing on May 13, 2025.
- 21) Testimony was received, and exhibits were presented. The Planning Commission deliberated and made a recommendation to the City Council to approval the Annexation and related exceptions outlined above. The Planning Commission also conditionally approved, concurrent outline and final plan approval for the proposed PSO subdivision and Site Design Review including the required exceptions predicated on the City Council's approval of the annexation.

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 LUO.

2.2 The Planning Commission finds that it has received all information necessary to render a decision based on the application itself, the May 13th 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 posted on April 22 (21 days prior to the May 13 Meeting) at the frontage of the subject property. Notice was also mailed to all property owners within 200-feet of the subject property.

2.4 Annexation

2.4 **AMC 18.5.8.050** provides the following: “*An application for an annexation may be approved if the proposal meets the applicable criteria in subsections A through H below. The approval authority may, in approving the application, impose conditions of approval consistent with the applicable criteria and standards, and grant exceptions and variances to the criteria and standards in this section in accordance with subsection I.*” The Planning Commission finds that the proposal for Annexation meets all applicable approval criteria described in AMC 18.5.8.050 and detailed below.

2.4.1 The first approval criterion for annexation is that “*The annexed area is within the City’s Urban Growth Boundary (UGB).*” The Planning Commission notes that the subject property showing the City Limits and UGB was included above. The Planning Commission notes that the UGB runs along the North side of Highway 99 North and also along the western side of the subject properties demonstrating that the property is entirely within the UGB (as shown in the fourth recital above on page 2). The Planning Commission concludes that the property is within the UGB and finds that this approval criterion has been met.

2.4.2 The second approval criterion for annexation is that “*The annexation proposal is consistent with the Comprehensive Plan designations applicable to the annexed area.*” The Planning Commission notes that the comprehensive plan designation of the property is multi-family, and the property does not yet have an assigned zone. The application requests a zone change to R-2 which is appropriate for the comprehensive plan designation of multi-family residential. The Planning Commission notes that AMC 18.3.9.050 provides the residential density for a PSO subdivision. For the R-2 zone it specifies a residential density of 13.5 dwelling unit per acre and requires that the property develop to at least 90-percent of the allowed density.

The Planning Commission notes that the property is 8.53 acres, which provides a base density of 115.15 dwelling units ($8.53 \times 13.5 = 115.15$). The Planning Commission notes that the proposal leverages affordable housing, Earth Advantage, and open space density bonuses which are discussed further below, to exceed the base density for a total of 210 dwellings. The Planning Commission conclude that the proposed density of residential development that the application is consistent with the Comprehensive Plan Designation and concludes that based on the proposed number of dwellings, the size of the property, and the requested zoning, that this approval criterion has been met.

2.4.3. The third approval criterion for annexation is that “*The annexed area is contiguous with the City limits.*” The Planning Commission notes that the proposed area of annexation was included above (as shown in the fifth recital above on page 2). The Planning Commission notes that the area of annexation includes the railroad property and ODOT right of way. The Planning Commission notes that the City limits run along the south side of the railroad property and therefore it is contiguous with the city limits and finds that this approval criterion has been met.

2.4.4 The fourth approval criterion for annexation is that “*Adequate City facilities for the provision of water to the annexed area as determined by the Public Works Department; the transport of sewage from the annexed area to an approved waste water treatment facility as determined by the Public Works Department; the provision of electricity to the annexed area as*

determined by the Electric Department; urban storm drainage as determined by the Public Works Department can and will be provided from the annexed area.” The Planning Commission notes that the Public Works Department has confirmed that there are no concerns regarding the capacity of any City facilities. Additionally, both ODOT and RVSS have provided letters indicating that there are no concerns with regard to capacity. While there are outstanding items that need to be resolved for final engineering between the applicant and ODOT these are addressed through conditions of approval to ensure that those items are addressed.

What follows are lightly edited portions of the findings that were adopted by the City Council in *Casita II*.

Water: The Water Division has noted that the property is not currently served by a water main, and a new water main will need to be installed to connect to the existing city water system. The nearest point of connection is near the intersection of North Main Street and Highway 99 North. The civil engineering plans show a proposed 12” water main is to be installed. The water main terminates at a master water meter and PRV assembly. The plans show that the water main extends through the property connecting to each building and to each fire hydrant. The Water Division of the Public Works Department has indicated that, with the extension of a new main and other proposed facilities, that there will be an adequate supply of potable water available to the site.

Sanitary Sewer & Storm Drainage: City code requirements typically necessitate that all utilities transition to city services with annexation, however in this instance the property is well outside and downhill of the city’s sanitary and storm sewer systems, and a significant extension of new services would be needed and all sewage and stormwater would need to be pumped. However, there is a “Cooperative Agreement/Urban Services Agreement” in place between the City of Ashland, Jackson County and the Bear Creek Valley Sanitary Authority - now Rogue Valley Sewer Service (RVSS) - which dates to November 8, 1995 and which provided that with annexation, the sewer district shall continue to provide an urban level of sanitary sewer and/or storm water services that it has historically provided to territory within the district’s existing limits and that the City and the sewer district may agree to joint provision of service to areas within the City or its UGB by contract, mutual agreement or other method. As proposed by the applicant here, RVSS will continue to provide these services to the subject properties after annexation, per the 1995 agreement.

RVSS has indicated that their sanitary sewer system has adequate capacity for the proposed development, and there is an eight-inch main in the right-of-way due north of the project site. On-site storm water drains to a roadside ditch that is within the state highway right-of-way and maintained by the Oregon Department of Transportation (ODOT). The proposed development’s physical improvements have been engineered to comply with the RVSS Stormwater Quality Design Manual, which is used by the City of Ashland, Jackson County and RVSS. The project Civil Engineer has determined the sizes and locations for on-site detention and treatment facilities.

Electric: The application explains that the property is currently served by Pacific Power, but that with the development the property will be served by the City of Ashland Electric Department with the installation of new electrical infrastructure by the applicant. The application explains

that there is presently low-voltage city electric service in place to power street and landscape lighting in and around the central median at the railroad trestle overpass. With the proposal, electric facilities are to be provided in or adjacent to the highway right-of-way to provide adequate infrastructure to the proposed development and future development in the vicinity, and an electric service plan has been provided with the application materials.

The Planning Commission conclude that based on the proposed facilities, the civil engineering drawings, and communication with both ODOT and RVSS that adequate capacity exists. The Planning Commission concludes that based on the existing and proposed improvements that this approval criterion is met.

2.4.5 The fifth approval criterion for annexation is that “*Adequate transportation can and will be provided to serve the annexed area. For the purposes of this section, “adequate transportation” for annexations consists of vehicular, bicycle, pedestrian, and transit transportation.*” The Planning Commission notes that the LUO requires a minimum of 22-foot-wide paved access for vehicles, and that for both bicycle and pedestrian facilities to be safe and accessible pursuant to the governing jurisdiction. The Planning Commission notes that in *Casita II* the second and third assignment of error addressed the improvements proposed along the Highway 99 N frontage and if the application provided “safe and accessible bicycle and pedestrian facilities” and the feasibility to install them. LUBA held that the findings were supported by substantial evidence. As this has already been litigated what follows are lightly edited portions of the findings that were adopted by the City Council in *Casita II* regarding this approval criterion. The Planning Commission has determined that these prior findings also pertain to the adequacy of the current applications transportation facilities as proposed.

The application materials explain that the subject properties abut Highway 99 N, which is under the jurisdiction of Oregon Department of Transportation (ODOT). Highway 99 N is designated by ODOT as an ‘Urban Fringe Highway’ and ODOT’s specific standards call for an eight-foot curbside sidewalk and a six-foot bike lane. City of Ashland Street Standards call for a six-foot bike lane, seven to eight-foot landscaped park row planting strip with irrigated street trees and a six-foot sidewalk. ODOT accepts the sidewalk buffered by a park row as required by the city standards as an alternative which exceeds the ODOT-standard eight-foot curbside sidewalk minimum standard. In addition to a Traffic Impact Analysis the application materials also include a “Technical Memo, Grand Terrace Development – Access Safety Evaluation” which provides detailed safety findings from the project’s Transportation Engineer.

The application explains that a 22-foot-wide paved access exists along the full frontage of the project site to the nearest fully improved collector or arterial street. The full improvement of the highway frontage adjacent to the development and in the annexed area is proposed to be improved to ODOT and city standards. The full frontage of the project site is proposed to be improved with bike lane, curb, gutter, seven-and-a-half-foot park row and a six-foot sidewalk, except for the portion of the frontage where the bus pull out and transit-oriented plaza are to be installed.

There are some areas where Exceptions to the Street Standards are requested due to topographical difficulties, utility encroachments, and physical encumbrances in the form of the railroad trestle, a drainage ditch, private driveway approaches and other private property

encroachments. The proposal seeks Exceptions to the Street Design Standards for the sidewalk and bike lane under the overpass of the railroad trestle where a shared sidewalk will be installed, and where city standard sidewalks are not possible due to physical constraints, ODOT-compliant frontage improvements are proposed. In addition, on-street parking is not proposed.

The ODOT does not permit on-street parking on Highway-99 N, and as such none is proposed, nor is it a requirement as AMC 18.3.9.060.A.2 specifically exempts the requirements for on-street parking on Streets outside the City of Ashland's jurisdiction as is the case here. Therefore, no exception to on-street parking is necessary as was the case in *Casita II*.

With regard to bicycle transportation, the application materials explain that Highway 99N which is an arterial street and state highway, currently has bicycle lanes buffered by striping along the frontage of the property, with bicycle lanes on both sides of the highway extending north of Valley View Road and south into downtown Ashland. The bike lanes are of typical width and the striped buffer along the frontage provides an additional measure of safety. The proposal maintains these bicycle lanes in accordance with City standards along the frontage with two multi-use path connections into the site. A crossing will be installed on Highway 99N at Schofield Street with pedestrian- or cyclist-activated rectangular rapid flash beacons (RRFBs) to support crossing Highway 99N near RVTD's northbound flag stop. The bicycle facilities that exist or will be provided as part of the annexation comply with the design and safety criteria for ODOT as the governing jurisdiction, and the applicant thus asserts that this criterion is satisfied.

In responding to the safe and accessible pedestrian facilities criterion, the applicant explains that there are currently no sidewalks along Highway 99N on either side of the street between the subject properties' frontage and Schofield Street to the south which limits pedestrian access and safety for north Ashland residents. The applicant proposes street frontage improvements including sidewalk improvements which comply with the design and safety criteria of ODOT as the governing jurisdiction, and as such asserts that this criterion is satisfied.

There are no interior streets proposed within the development; however, the site circulation system includes pedestrian connections between the public sidewalks along the highway, the apartments, parking areas and other areas of the site. These include two ADA-compliant multi-use paths through the landscape open spaces into the site from the north and the south along the highway frontage for pedestrians and bicycles, including the main entrance driveway with adjacent sidewalks that are also ADA-compliant.

To the south of the project, towards Ashland, the width of the highway is restricted to the single travel lane, bike lane and shoulder by the railroad overpass. The railroad overpass currently lacks any sidewalk or lighting, but a shared bicycle and pedestrian path with overhead lighting are proposed with final designs to be approved by ODOT. As an extra measure of caution, a vertical barrier to be provided at the curb has been proposed (although this is not a city requirement). This will provide a safer, well-lit area, increasing the comfort and safety for cyclists and pedestrians over what currently exists. The applicant continues to work with ODOT Engineering staff on the details of the pedestrian crossing, and a condition of approval has been included to ensure that all improvements meet ODOT safety standards.

The application materials further explain that the applicant will be providing a high-visibility crosswalk across Highway 99N with Rectangular Rapid Flashing Beacons (RRFBs). The application further notes that mid-block crosswalks are dangerous, and RRFBs increase the safety of pedestrians and cyclists crossing when compared to a traffic signal. The application materials go on to indicate that studies have shown that RRFBs increase motorist yielding rates because the lights are controlled by the pedestrian's presence and will not go off until they are safely out of the crosswalk. The proposed RRFB crossing is to be placed between North Main Street at Schofield Street, between the north- and south-bound bus stops. The RRFB crossing will provide a safe pedestrian and bicyclist crossing for all the residents in north Ashland where none existed before, both to access Grand Terrace and to cross the highway to access these bus stops safely. The applicant notes that local ODOT authorities have given preliminary approval to install a crossing with RRFBs in this location, and that final approval will be subject to review of the final engineered designs by the regional office in Salem. The developer will be responsible for the design, cost, and installation of the crosswalk and RRFBs.

Since the previous approval, the applicant has done additional updates to the traffic analysis. The applicant has provided a letter dated December 11, 2024, from Sandow Engineering which states that "the year 2024 traffic volumes at this intersection are approximately 20% lower during the AM peak hour and 8% lower during the PM peak hour than the year 2019 volumes." The letter concludes that since the traffic volumes have not increased there is no need for additional traffic analysis.

The Planning Commission notes that staff have been in contact with ODOT and understand that there are outstanding items as it relates to storm drain calculations, the technical details of the RRFB, and the proposed vertical barrier underneath the railroad crossing. A condition of approval has been included below that requires the applicant to receive ODOT approval and permits prior to any work being done in their right-of-way.

The Planning Commission concludes that based on the previous approved findings, proposed facilities, letters from RVSS and ODOT, the civil engineering drawings, and the conditions of approval included below, that this approval criterion is met.

2.4.6 The sixth approval criteria for annexation is that "*For all residential annexations, a plan shall be provided demonstrating that the development of the annexed area will ultimately occur at a minimum density of 90 percent of the base density for the zone, unless reductions in the total number of units are necessary to accommodate significant natural features, topography, access limitations, or similar physical constraints.*" The Planning Commission notes, as stated above, that the subject property is 8.53 acres which provides a base density of 115.15 dwelling units ($8.53 \times 13.5 = 115.15$). The Planning Commission notes that 90% of the base density is ~104 dwelling units. ($115.15 \times 0.9 = 103.6$). The Planning Commission notes that the proposed density for the proposal is 210 dwellings which exceeds the minimum requirement of 104 dwellings and therefore finds that this approval criterion is met. The code also requires that "*The owner or owners of the annexed area shall sign an agreement, to be recorded with the County Clerk after approval of the annexation, ensuring that future development will occur in accord with the minimum density indicated in the development plan*". A condition of approval has been included below requiring such an agreement to be completed prior to first reading of the Ordinance approving the annexation.

2.4.7 The seventh approval criteria for annexation are the provisions governing the affordable housing requirements. This section is at AMC 18.5.8.050.G and states the following: *“Except as provided in subsection 18.5.8.050.G.7, below, annexations with a density or potential density of four residential units or greater and involving residential zoned lands, or commercial, employment or industrial lands with a Residential Overlay (R-Overlay) shall meet the following requirements:”* The Planning Commission notes that AMC 18.5.8.050.G. has seven subsections each of which are addressed in turn below.

2.4.7.1 The first standard is at AMC 18.5.8.050.G.1 and specifies the number of affordable units required. It states that *“The total number of affordable units provided to qualifying buyers, or to qualifying renters, shall be equal to or exceed 25 percent of the base density as calculated using the unit equivalency values set forth herein.”* The Planning Commission notes that the applicant proposes affordable housing restricted to households earning at or below 80 percent of the area median income (AMI), and that such units each have an equivalent value of 1.25/unit. The Planning Commission notes that AMC 18.5.8.050.G.1 provides that *“The base density of the annexed area for the purpose of calculating the total number of affordable units in this section shall exclude any unbuildable area including wetlands.”* Additionally, AMC 18.5.8.050.G.7 provides that *“The total number of affordable units described in this subsection shall be determined by rounding up fractional answers to the nearest whole unit.”*

The Planning Commission notes that the applicant has proposed providing 24 apartments to be deed-restricted to households that earn at, or below, 80-percent of the AMI. The calculations are as follows: As discussed above the base density is 115.155. That calculates as follows: $115.15 \times 0.25 = 28.8 \sim 29$. The application materials propose 24 units targeted at households earning 80-percent AMI or less. Affordable units at 80-percent AMI units have an ‘equivalent value’ of 1.25. To determine how many 80-percent AMI units are required to meet the calculated number of affordable units the calculated value, in this case 28.8 dwelling units, is divided by 1.25, which is the ‘equivalent value’ for units restricted to 80-percent AMI. The quotient provides the number of 80-percent AMI units required to meet that value which is then rounded up to the nearest whole number (28.8 affordable units / 1.25 the 80-percent equivalent value = 23.02 ~ 24). Therefore, a total of 24 - 80-percent AMI units satisfy the 29 affordable units required. The Planning Commission concludes that this standard is met.

2.4.7.2 The second standard is at AMC 18.5.8.050.G.2 and provides *“As an alternative to providing affordable units per section 18.5.8.050.G.1, above, the applicant may provide title to a sufficient amount of buildable land for development complying with subsection 18.5.8.050.G.1.b, above, through transfer to a non-profit (IRC 501(3)(c)) affordable housing developer or public corporation created under ORS 456.055 to 456.235.”* The Planning Commission notes that the applicant here proposes building the affordable housing units throughout each of the ten buildings and for that reason there is no need to further address this standard. The Planning Commission concludes that this standard is met.

2.4.7.3 The third standard is at AMC 18.5.8.050.G.3 states *“The affordable units shall be comparable in bedroom mix with the market rate units in the development.”* The Planning Commission notes that in the proposed application all of the 210 proposed apartments are to be one bedroom. The Planning Commission concludes that because all of the apartments are one-bedroom it is axiomatic that the bedroom-mix between the market rate and affordable units is

‘comparable.’ The third standard also has a subsection at AMC 18.5.8.050.G.3.a which provides a minimum square footage for affordable units based on the number of bedrooms. The table at 18.5.8.050.G.3 requires a minimum square footage of 500 square feet for one-bedroom units. The only units that exceed 500 square feet are the ground floor units (30) and 2 other units in each building (20) for a total of 50 units that are large enough for affordable housing. The application and record contain a spread sheet detailing the specifics of each of the 24 affordable units, showing that all buildings have at least two affordable units. A condition of approval has been added to memorialize the applicant’s spread sheet detailing exactly how many units are to be deed-restricted as affordable housing in each building. The Planning Commission concludes that based on the fact that all apartments are one bedroom, and with the spread sheet memorialized in the record of how many units will be in each building that this standard is met.

2.4.7.4 The fourth standard is at AMC 18.5.8.050.G.4 requires a development schedule be provided to meet the following two requirements:

- a. That 50 percent of the affordable units shall have been issued building permits prior to issuance of a certificate of occupancy for the last of the first 50 percent of the market rate units.
- b. Prior to issuance of a building permit for the final ten percent of the market rate units, the final 50 percent of the affordable units shall have been issued certificates of occupancy.

The Planning Commission notes that the application states that there are no requested exceptions to the affordable housing standards, however based on the applicants intent to spread the affordable housing units throughout each of the ten buildings it is clear that the second phasing standard is unable to be met and that an exception to this standard will be required. The Planning Commission notes that this exception is addressed in section 2.4.7.6 below.

2.4.7.5 The fifth standard is at AMC 18.5.8.050.G.5 and states: “*That affordable housing units shall be constructed using comparable building materials and include equivalent amenities as the market rate units.*” The Planning Commission note that because the affordable units are spread throughout the buildings which are being built to a single standard the Planning Commission finds that both market rate and affordable housing units will all be constructed using the same materials as it relates to the construction of the buildings and related furnishing. The Planning Commission concludes that this standard is met.

2.4.7.6 The sixth standard is at AMC 18.5.8.050.G.6 and allows the City Council to grant exceptions to the requirements of subsections 18.5.8.050.G.2 through 18.5.8.050.G.5 upon consideration of certain circumstances. The second of these is that “*That the alternative phasing proposal not meeting subsection 18.5.8.050.G.4 provided by the applicant provides adequate assurance that the affordable housing units will be provided in a timely fashion.*” The Planning Commission finds that the benefit of allowing construction of all buildings simultaneously is sufficient justification for the exception and also acknowledges that this allows having the affordable housing spread throughout the development which benefits the timely development of the affordable units. The Planning Commission notes that the City Council will ultimately make a decision with regard to the Annexation criteria, including this Exception request, and will rely on the Planning Commission’s recommendation.

2.4.7.7 The seventh standard is at AMC 18.5.8.050.G.7 and provides the following: “*The total number of affordable units described in this subsection shall be determined by rounding up fractional answers to the nearest whole unit. A deed restriction or similar legal instrument shall be used to guarantee compliance with affordable criteria for a period of not less than 60 years for units qualified as affordable rental housing, or 30 years for units qualified as affordable for-purchase housing.*” The Planning Commission notes that a condition of approval has been included below requiring such an agreement to be completed prior to council approval and first reading of the ordinance approving the annexation. The Planning Commission finds that, with the condition of approval included below, this standard is met.

2.4.7.8 Finally, the Planning Commission concludes that each of the seven standards that relate to affordable housing are met, that the bedroom mix is identical to the market rate units, that the units meet the square footage requirements, and that by providing 24 units at 80% AMI fulfills the requirement for 29 affordable units. Based on the foregoing, the Planning Commission finds that this approval criterion is met.

2.4.8 The eighth approval criterion for annexation requires at least one of five standards to be met. The first of these standards is* that “*The annexation proposal shall meet the requirements of subsection 18.5.8.050.B, above.*” The referenced section is the second approval criteria which states, “*that the proposal is consistent with the Comprehensive Plan designations*” and was discussed in section 2.4.2 above. The Planning Commission notes again that the proposal is consistent with the Comprehensive Plan and finds that since the second approval criterion was satisfied that this approval criterion has also been met.

2.4.9 The ninth, and final, approval criteria for annexation states that “*The approval authority may approve exceptions to and variances from the approval criteria and standards in this section using the criteria in section 18.4.6.020.B.1, Exceptions to the Street Design Standards, or chapter 18.5.5, Variances*†.” The Planning Commission notes that the application included a total of three exceptions: 1) an exception to the phasing requirements for the affordable housing, 2) an exception to certain street standards, and 3) and exception to the Site Design Review standard that prohibits parking to be located between the building and the street.

* The other four options are for the situations where the annexation would be allowed even if the development is not consistent with the Comprehensive plan:

2. A current or probable danger to public health exists within the proposed area for annexation due to lack of full City sanitary sewer or water services in accordance with the criteria in ORS chapter 222 or successor state statute.
3. Existing development in the proposed area for annexation has inadequate water or sanitary sewer service, or the service will become inadequate within one year.
4. The proposed area for annexation has existing City water or sanitary sewer service extended, connected, and in use, and a signed consent to annexation agreement has been filed and accepted by the City.
5. The proposed area for annexation is an island surrounded by lands within the City limits.

†Amended by Ordinance 3204 § 3, 12/21/2021 in response to LUBA’s holding in *Casita I* where they found that “that the city may not rely on the exception standards to approve an annexation application that fails to comply with the applicable approval criteria.” This was because at that time the approval criteria for annexation did not allow exceptions or variances.

The Planning Commission notes that the ultimate decision maker regarding the exception to the affordable housing phasing is the City Council, however the Planning Commission endorses the exception and recommends to the City Council that it be approved. The Planning Commission notes that the exception to street standards have been addressed above, and that the exception to site design standards is addressed in findings further below. The Planning Commission concludes that, presuming that the City Council approve of the affordable housing phasing standard that this standard will be met.

2.4.10 Finally, the Land Use Ordinance requires that *“the applicant for the annexation shall also declare which procedure under ORS chapter 222 the applicant proposes that the Council use, and supply evidence that the approval through this procedure is likely”* (AMC 18.5.8.070). The application states that the annexation procedure outlined in ORS 222.125 should be utilized for the annexation and goes on to say that *“This procedure allows for annexation without the need for an election when all landowners in the proposed territory, as well as a majority of the electors, consent in writing. The applicant is the sole owner and can provide written consent within the annexation territory.”* Based on the fact that there is a single property proposed for annexation, the Planning Commission finds that this standard is met.

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

2.5 Outline Plan – Performance Standards Option (PSO) Subdivision

2.5 AMC 18.3.9.040.A.3 provides the following: *“The Planning Commission shall approve the outline plan when it finds all of the following criteria have been met:”* The Planning Commission finds that the proposal for Outline Plan of a Performance Standard Option (PSO) subdivision meets all applicable criteria for described in AMC 18.3.9.040.A.3 and detailed below.

2.5.1 The first 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, the Staff Report, and testimony provided. The Planning Commission notes that the application proposes to use the Performance Standards Option Chapter 18.3.9, and that the development demonstrates compliance with the standards from AMC 18.3.9.050 – 18.3.9.070. The Planning Commission notes that as a Performance Standards Options proposal, the application is not required to meet the minimum lot size, lot width, lot depth or setback standards of part 18.2.

First, the Planning Commission address AMC 18.3.9.050 which provides the base density and density bonuses for a PSO subdivision. This is also covered below in the sixth approval criterion but is repeated here as well. The R-2 zone has a density of 13.5 dwelling unit per acre, and the subject property is 8.53 acres for a base density of 115 ($8.53 \times 13.5 = 115.155$). The standards at AMC 18.3.9.050.B allow for density bonuses up to 60-percent. The bonuses can be earned for Conservation Housing (15 percent), additional common open space (10 percent), and for affordable housing (up to 35 percent).

The affordable housing shall receive a density bonus of two units for each affordable housing unit provided but not to exceed the maximum of 35 percent. In the present application there are 24 affordable units which in theory would allow for 48 units of density bonus, however that would exceed the 35-percent allowed which calculates to 40 dwelling units ($115.16 \times 0.35 = 40.3$). The conservation housing shall receive a maximum 15 percent bonus is allowed. As is the present case, one hundred percent of the homes or residential units approved are proposed to be certified as an Earth Advantage home, as approved by the Ashland Conservation Division under the City's Earth Advantage program as adopted by Resolution 2006-06. This allows for 17 additional dwelling units in terms of bonus density ($115.16 \times 0.15 = 17.3$).

As was discussed above, the residential density of the project is 170 based on the number of units that are below 500 square feet. To determine the amount of density bonus required we divide the proposed density by the base density ($170 / 115.15 = 1.48$). Therefore, the project requires a 48-percent density bonus. While there is obviously density bonus from the surplus open-space the combination Earth Advantage, and affordability total 50-percent which exceeds the 48-percent required, for this reason we do not address potential open-space density bonus. The Planning Commission concludes based on the above that this standard is met.

Next, AMC 18.3.9.060 provides the requirements for parking standards and requires that "all performance standards subdivisions in R-2 or R-3 zones which create or improve city streets, at least one on-street parking space per proposed lot shall be provided" with certain exceptions. In the present application the subdivision is not creating any city streets. While the highway does have proposed street improvements, it is outside of the City of Ashland's Jurisdiction and is therefore exempt pursuant to AMC 18.3.9.060.A.2.

Finally, AMC 18.3.9.070 provides for the setback standards and building separation for a PSO subdivision. The Code requires that "Front yard setbacks shall follow the requirements of the underlying district." The R-2 zone, which is the underlying zone requires a front yard setback of 15.' Each lot for the buildings measure 69' x 116.5,' the proposed building footprints are 42'x 112.5.' This provides a 'front yard' setback of 19' exceeding the required 15', and also an 8' setback to the rear for porch areas. The Code also requires that "minimum separation between two buildings must be half of the height of the tallest building, where building height is measured at the two closest exterior walls, and the maximum required separation is 12 feet." An examination of the site plan shows that the closest any building is to each other is 20-feet which exceeds that required maximum required separation of 12-feet. The Code requires that "Setbacks along the perimeter of the development shall have the same setbacks as required in the parent zone." In the present application the front yard is along the highway frontage. Building five is the closest to the 'front yard' and it is measured to be over sixty feet away where a 15-foot setback would be required. Buildings seven and eight are the closest to what would be considered the rear yard, and they are shown to be over forty feet away. The remaining yards would be considered side yards and require a six-foot setback. It is clear from the site plan that there is more than a six-foot setback along the entire perimeter meeting this standard.

The Planning Commission notes that with the application materials fully considered, 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.

2.5.2 The second approval criterion for Outline Plan approval is 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.”* The Planning Commission notes that city facilities were discussed at length in the fourth approval criterion for annexation, and do not restate them here. The Planning Commission concludes that based on the findings above, the civil plans, and the existing and proposed improvements, this approval criterion is met.

2.5.3 The third criterion for approval of an Outline Plan is that *“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 open space, common areas, and unbuildable areas.”* The Planning Commission notes that the only other natural feature to address is the delineated wetland. The Planning Commission notes that the wetland along with a twenty-foot buffer is proposed to be in a lot dedicated to open space. The Planning Commission notes that there are no other natural features to address and find that this approval criteria is met.

2.5.4 The fourth 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 notes that the subject property is bordered on the western side by railroad property which prevents any further development. On the eastern side the property is either adjacent to the highway frontage or fully developed parcels. To the north is the vacant remnant of land that will retain its county zone and is able to be developed in a limited manner under county regulations, however due to the steep topography it is unlikely that it will develop to urban levels. The Planning Commission conclude that the proposal does not prevent any adjacent land from being developed and find that this approval criterion is met

2.5.5 The fifth criterion for approval of an Outline Plan is that is that *“There are adequate provisions for the maintenance of 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.”* The Planning Commission notes that the draft HOA governing instruments have obligations for the maintenance of the open space and other common amenities. The Planning Commission finds that there are adequate provisions for the maintenance of the open space and common areas and finds that this criterion of approval is met.

2.5.6 The sixth criterion for approval of an Outline Plan is that is that *“The proposed density meets the base and bonus density standards established under this chapter.”* The Planning Commission notes that density was discussed in the second approval criterion of annexation and the first approval criterion of outline plan which provided detail regarding the calculated density and earned bonuses do not restate restate those findings again here. The Planning Commission concludes that based on the findings above that this approval criterion is met.

2.5.7 The seventh Outline Plan approval criterion is that *“The development complies with the Street Standards.”* The Planning Commission notes that transportation facilities were discussed at length in the fifth approval criterion for annexation and restate them here. The Planning Commission finds based on the findings above and with the included conditions of approval

below that all proposed transportation facilities are to be built to the City Standards that this approval criterion is met.

2.5.8 The final criterion for approval of an Outline Plan is that is that *“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.”* The Performance Standards Option Chapter requires that at least eight percent of the total lot area be provided in common open space for developments with a base density of ten units or greater. The proposed subdivision includes a single open space lot that is 6.67 acres. The subject property is 8.53 acres. This means that 78-percent of the subject property is being set aside as common open space lot not all of which is functional open space. The tabulation sheets indicate that 58-percent (214,277 square feet) of the total site will be dedicated to open space amenities including kid-only play areas, tennis courts, basketball courts, and a significant area of landscaped open space. These dedicated functional open-space areas exceed the requirement of 5-percent. The Planning Commission concludes that the proposed 78-percent of common open area exceeds the required 8-percent and finds that this criterion of approval is met.

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

2.6 Exception to street standards

2.6 As discussed above in the fifth approval criterion for annexation the project required certain exceptions to street standards. The Planning Commission again notes that *Casita II* litigated the safety of the proposed street improvements including the required exceptions. The Planning Commission notes that LUBA held that the proposed improvements provided “safe and accessible bicycle and pedestrian facilities” and that it was feasible to install them. The Planning Commission finds that since LUBA held that those findings set out above showed that the approval criteria were satisfied and that they were supported by substantial evidence. The current application is supported by the same findings and conclusions previously affirmed, based on the application materials and the proposed street improvements. The Planning Commission concludes that approval criteria for an exception to street standards have been satisfied.

2.7 Final Plan – Performance Standards Option (PSO) Subdivision

2.7 **AMC 18.3.9.040.B.5** provides the following: *“Final plan approval shall be granted upon finding of substantial conformance with the outline plan. This substantial conformance provision is intended solely to facilitate the minor modifications from one planning step to another. Substantial conformance shall exist when comparison of the outline plan with the final plan meets all of the following criteria:”* The Planning Commission finds that the approval criteria for Final Plan are intended to insure substantial conformance between Outline Plan approval and Final Plan approval when the two are requested as separate procedural steps. The Planning Commission finds that where the two are allowed to be filed concurrently, as is the case here, there is no procedural separation between the two and the concurrent Final Plan proposal is identical to the Outline Plan in terms of number of dwelling units, yard depths, distances between buildings, common open spaces, building sizes, building elevations and exterior

materials, standards resulting in density bonuses, and street standards. The Planning Commission concludes that the final plan approval criteria are satisfied.

2.8 Site Design Review

2.7 **AMC 18.5.2.050** provides the following: *“An application for Site Design Review shall be approved if the proposal meets the criteria in subsections A, B, C, and D below. The approval authority may, in approving the application, impose conditions of approval, consistent with the applicable criteria.”* The Planning Commission finds that the proposal for Site Design Review approval meets all applicable approval criteria described in AMC 18.5.2.050 and detailed below.

2.8.1 The first approval criterion for Site Design Review approval is with regard to the **“Underlying Zone”** and provides: *“The proposal complies with all of the applicable provisions of the underlying zone (part 18.2), including but not limited to: building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture, and other applicable standards.”* The Planning Commission notes that in terms of the underlying zone, multi-family residential is a permitted use outright, and the application, as has been discussed above exceeds the required minimum density, but also does not exceed the maximum density through the use of bonuses and the development of apartments that are under 500 square feet. AMC 18.2.5.030 provides the “unified standards for residential zones” including setbacks, and the maximum allowed lot coverage. In the R-2 zone the maximum lot coverage of impervious area allowed is 65-percent. In terms of total impervious area, the landscape plans on sheet L1.0 indicate that all impervious area including driveways, parking areas, bike paths and buildings totals to 201,169 square feet (the total proposed area for annexation is 375,792 square feet), so the total lot coverage is 53.5-percent of the total project area and is less than the allowed limit of 65-percent. The Planning Commission concludes that based on the foregoing that this approval criterion is met.

2.8.2 The second approval criterion for Site Design Review approval is with regard to the **“Overlay Zones”** and provides: *“The proposal complies with applicable overlay zone requirements (part 18.3).”* The Planning Commission notes that the overlay zones that relate to the subject property includes chapter 18.3.9 the “Performance Standards Option And PSO Overlay” and chapter 18.3.11 which is the “Water Resources Protection Zones (WRPZ)” The PSO overlay was covered in detail above with the responses to the approval criteria for outline and final plan. Similarly, WRPZ regulations were addressed in the third approval criteria for outline plan above as it addressed the identified wetland and its required buffer zone. The Planning Commission concludes that based on the foregoing that this approval criterion is met.

2.8.3 The third approval criterion for Site Design Review approval is with regard to the **“Site Development and Design Standards”** and provides: *“The proposal complies with the applicable Site Development and Design Standards of part 18.4, except as provided by subsection E, below.”* The Planning Commission notes that as relevant to the Site Design Review approval the following chapters of Part 18.4 apply and are addressed below:

- 18.4.2 Building Placement, Orientation, And Design
- 18.4.3 Parking, Access, And Circulation
- 18.4.4 Landscaping, Lighting, And Screening

The application findings and other exhibits include detailed responses to each of the Site Development and Design Standards as well as comprehensive landscape, civil and architectural plans. The building orientation, proposed building materials, landscape plan and open space standards are all shown to be met. The Planning Commission concludes that with the foregoing, as well as the application materials fully considered, it can be found that this approval criterion is met.

2.8.4 The fourth approval criterion for Site Design Review approval is with regard to the “**City Facilities**” and provides: “*The proposal complies with the applicable standards in section 18.4.6 Public Facilities, and that adequate capacity of City facilities for water, sewer, electricity, urban storm drainage, paved access to and throughout the property, and adequate transportation can and will be provided to the subject property.*” The Planning Commission notes that this was discussed in great detail above in the fourth approval criteria for annexation above the development has considered all city facilities. The Planning Commission concludes that, based on the proposed facilities in the engineering plan and discussion above that this approval criterion is met.

2.8.5 The fifth approval criterion provides “*The approval authority may approve exceptions to the Site Development and Design Standards of part 18.4.*” if certain circumstances are found to exist. The Planning Commission notes that in the present application they address a single exception to these standards to allow parking between the face of the building and the highway. The application explains that due to the site layout and the location of the wetland to provide vehicle access to the building necessitates locating the parking between the road and the building. The application findings explain that the building is over 200’ from the road, and the parking will ultimately be screened by both the parking lot trees and landscaping associated with the wetland. The Planning Commission notes that the shape and topography of the property, along with the resulting site layout, provide a sound basis for granting the exception. The Planning Commission conclude that based on the distance from the road, and the landscape and other screening elements that granting the exception will not substantially negatively impact adjacent properties; and approval of the exception is consistent with the stated purpose of the Site Development and Design. The Planning Commission concludes that based on the foregoing that this approval criterion is met.

The Planning Commission finds that it has addressed each of the five of the approval criteria for Site Design Review approval and finds that each have been satisfied.

2.9 The Planning Commission notes that following proper public notice, a public hearing was held on May 13, 2025, where testimony was received, and exhibits were presented. The Planning Commission deliberated, and a motion was made to recommend approval to the City Council. The recommendation to approve the application was subject to the conditions of approval in the Staff Report along with the following additional conditions of approval:

- Prior to any work within the right-of-way the civils plans shall be updated to show the actual property line of the property occupied by Anderson Auto Body and Paint (1383 Hwy 99, Map #39 1E 32 tax lot 1900) and how the proposed frontage improvements do not conflict with the existing parking area.

- Prior to any site work the final construction drawings shall show fire drives C and D as proposed to be 26ft-wide instead of 24ft.
- Prior to the City Council public hearing and first reading of the annexation Ordinance the applicant shall demonstrate that the Property Line Adjustment has been approved by Jackson County.
- That condition of approval #6 identified in the Planning Staff Report dated 5/13/2025 be amended to include the specific details presented by the applicant regarding the number of affordable units in each building.

2.9.2 The Planning Commission notes that the record includes the applicant's submittal, the Staff Report, as well as the testimony received at the public hearing, each of these by their reference are incorporated herein

2.9.3 The Planning Commission finds that there is substantial evidence in the record to make findings that each of the criteria of **approval** for annexation, Outline and Final Plan, and Site Design Review 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 Annexation, Outline & Final Plan Approval and Site Design Review is supported by evidence contained within the whole record.

3.2 The Planning Commission hereby recommend approval to the City Council approval of the annexation. The Planning Commission conditionally approve both Outline and final plan for the subdivision, grants the exception to street standards, and also conditionally approve the request for Site Design Review, including the exception to allow parking between the road and the buildings, predicated on the ultimate approval of the annexation by City Council.

3.3 The Planning Commission additionally recommends including the following conditions of approval below:

- 1) That all proposals of the applicants shall be conditions of approval unless otherwise modified herein.
- 2) That any new addresses shall be assigned by the City of Ashland. Street and subdivision names shall be subject to City of Ashland review for compliance with applicable naming policies.

Prior to City Council approval and first reading of the ordinance for annexation of the property, the applicant shall provide:

- 3) A legal description of the properties to be included in the annexation prepared by a registered Professional Land Surveyor. The boundary shall be surveyed and monumented as required by statute subsequent to City Council approval of the proposed annexation.

- 4) A final, signed irrevocable consent to annexation as required in AMC 18.5.8.020.A.
- 5) A final, signed agreement to deposit an amount sufficient to retire any outstanding indebtedness of special districts defined in ORS 222.510 as required in AMC 18.5.8.020.B.
- 6) A deed restriction agreement ensuring that any future development will occur in accord with the minimum required 90 percent of the subject properties' base density and to ensure that the development is in keeping with the approved development plan, as required in AMC 18.5.8.050.F and that development of the property shall comply with the affordability requirements for annexations in AMC 18.5.8.050.G including specific details on which units in which buildings will be reserved for affordable housing units reserved for those at or below 80-percent AMI
- 7) A deed restriction agreement that the required utility infrastructure and street frontage improvements required of annexation and approved herein shall be completed prior to issuance of any building permits.
- 8) The applicant shall demonstrate that the Property Line Adjustment submitted to Jackson County (File #439-25-00027-SUB) has been approved.

Prior to any work within the right-of-way, the applicant shall:

- 9) The applicant shall obtain required federal, state or regional approvals including but not limited to approvals from the Bureau of Reclamation (BOR), Talent Irrigation District (TID), Oregon Department of State Lands (DSL), Oregon Department of Transportation (ODOT & ODOT Rail), Rogue Valley Sewer Services (RVSS), Rogue Valley Transportation District (RVTD), or Central Oregon & Pacific Railroad (CORP) prior the commencement of site work on the property or within the rights-of-way.
- 10) The applicants shall provide evidence of permit approval to the city, including copies of all approved plans, for all work to be done within ODOT right-of-way prior to the commencement of work. Approved plans will need to correspond to the approval granted here, or modifications shall be requested.
- 11) The applicants shall also obtain any necessary plan and permit approvals from the City of Ashland Public Works Department/Engineering Division. The applicants shall obtain all required Public Works inspection approvals for work completed within City ROW.
- 12) The applicant shall obtain and provide evidence of any necessary permits or approvals from the Bureau of Reclamation (BOR) and/or Talent Irrigation District (TID) for any work within the "Billings Siphon" irrigation easement.
- 13) The applicant shall obtain and provide evidence of any necessary permits or approvals from Rogue Valley Sewer Services (RVSS) for the sanitary sewer connections to the RVSS system
- 14) The requirements of the Ashland Fire Department relating to approved addressing; fire apparatus access, fire apparatus access approach, aerial ladder access, firefighter access pathways, and fire apparatus turn-around; fire hydrant distance, spacing and clearance; fire department work area; fire sprinklers; limitations on gates, fences or other access

obstructions; and addressing standards for wildfire hazard areas including vegetation standards and limits on work during fire season shall be satisfactorily addressed in final civil drawings provided for permit review.

- 15) The applicant shall provide final electric service, utility and civil plans including but not limited to the water, sewer, storm drainage, electric, street and driveway improvements shall be submitted for the review and approval of the Planning, Building, Electric, and Public Works/Engineering Departments, Rogue Valley Sewer Services and Oregon Department of Transportation for approval prior to permit issuance. The street improvement plan shall include full designs with cross-sections consistent with city standards, except where exceptions have been approved herein. Street lights shall be included in keeping with city street light standards. The utility plan shall include the location of connections to all public facilities including the locations of water lines and meter sizes; fire hydrant; sanitary sewer lines, manholes and clean-out's; storm drain lines and catch basins; and locations of all primary and secondary electric services including line locations, transformers, cabinets, meters and all other necessary equipment. Transformers, cabinets and vaults shall be located in areas least visible from streets, while considering the access needs of the utility departments. Any required private or public utility easements shall be delineated in the civil plans. All civil infrastructure shall be installed by the applicants, inspected and approved prior to the signature of the final survey plat.
- 16) The applicant shall submit a final electric plan including any necessary load calculations and locations of all primary and secondary services including transformers, cabinets, streetlights and all other necessary equipment. Transformers and cabinets shall be located in areas least visible from streets and outside of the sidewalk corridor and vision clearance areas, while considering the access needs of the Electric Department. Electric services shall be installed underground to serve all lots prior to signing the final survey plat. With annexation, the property will no longer be served by Pacific Power and Light; service will be provided by the City's municipal electric utility and the necessary services to make this transition will need to be installed at the applicant's expense. This plan shall be reviewed and approved by the Planning, Engineering and Electric Departments prior installation.
- 17) A final storm drainage plan detailing the location and final engineering for all storm drainage improvements associated with the project shall be submitted for review and approval by the Departments of Public Works, Planning and Building Divisions. The applicant shall provide evidence that this plan has been reviewed and approved by the Oregon Department of Transportation and Rogue Valley Sewer Services as well. The storm drainage plan shall demonstrate that post-development peak flows are less than or equal to the pre-development peak flow for the site as a whole, and that storm water quality mitigation has been addressed through the final design.
- 18) Engineered construction drawings for the required street improvements from the existing terminus of the sidewalk south of the site near Schofield Street to the existing terminus of the sidewalk north of the site near El Tapatio shall be provided for review and approval by the Oregon Department of Transportation and the City of Ashland's Planning and Engineering Departments prior to any work within the street right-of-way or pedestrian

corridor. The property line of Anderson Auto Body and Paint located at 1383 Hwy 99, Map #39 1E 32 taxlot 1900) shall be clearly indicated on the civil drawings to demonstrate the proposed frontage improvements do not conflict with the existing parking. The required improvements shall be as described herein and illustrated in the applicant's civil drawings submitted with the application.

- 19) The final engineered designs shall include details of the transition from the existing sidewalks, and any additional right-of-way necessary to accommodate these improvements shall be provided through a right-of-way dedication if deemed necessary by the Public Works/Engineering Department or Oregon Department of Transportation.

Prior to any Site Work / Excavation, the applicant shall:

- 20) The tree protection plan (Sheet L1.1 of the landscaping set) shall be modified to include fencing around the entire wetland to ensure protection during construction and site work.
- 21) The Civil Engineering drawings shall be modified to show fire drives C and D be increased in width to 26ft-wide instead of 24ft.
- 22) The applicant shall provide evidence of concurrence from the Division of State Lands (DSL) for the wetland delineation including any wetland area in the ODOT right-of-way
- 23) The final Fire Prevention and Control Plan addressing the General Fuel Modification Area requirements in AMC 18.3.10.100.A.2 of the Ashland Land Use Ordinance shall be provided prior to bringing combustible materials onto the property, and any new landscaping proposed shall comply with these standards and shall not include plants listed on the Prohibited Flammable Plant List per Resolution 2018-028.
- 24) Final construction drawings for the grading and erosion control plan shall be approved by Public Works which includes the location of all erosion control measures and silt fencing placement to protect the wetland and its protection zones during construction.
- 25) Permit submittals for common area and excavation permits shall include final lot coverage calculations demonstrating that lot coverage is to comply with the applicable 65 percent lot coverage allowance of the R-2. Lot coverage includes all building footprints, driveways, parking areas and other circulation areas, and any other areas other than natural landscaping.
- 26) The tree protection fencing and fencing to delineate and protect the wetland water resource protection zone shall be installed according to the approved plan, inspected and approved by the Staff Advisor prior to any site work, storage of materials, staging or issuance of a building or excavation permit. The tree protection fencing shall consist of chain link fencing six feet tall and installed in accordance with 18.4.5.030.C. No construction activity, including dumping or storage of materials such as building supplies, soil, waste, equipment, or parked vehicles, shall occur within the tree protection zones.

Prior to final plat approval, the applicant shall:

- 27) The final survey plat shall be submitted within 12 months of this Final Plan approval and approved by the City of Ashland within 18 months of this approval.

- 28) The final CC&Rs for the Homeowner's Association shall be provided for review and approval of the Staff Advisor with the Final Plat. The CC&R's shall describe responsibility for the maintenance of all common use improvements including driveway, open space, landscaping, utilities, and stormwater detention and drainage system, and shall include an operations and maintenance plan for the stormwater detention and drainage system.
- 29) The approved Tree Protection Plan, Water Resource Protection Zone, and accompanying standards for compliance shall be noted in the CC&Rs. The CC&Rs must state that deviations from the approved Tree Preservation and Protection Plan or disturbance of the Water Resource Protection Zones shall be considered violations of the Planning approval and subject to penalties described in the Ashland Municipal Code.
- 30) If fencing is proposed, a fencing plan which demonstrates that all fencing shall be consistent with the provisions of the "Fences and Walls" requirements in AMC 18.4.4.060, and that fencing around common open space, except for deer fencing, shall not exceed four feet in height. Fencing limitations shall be noted in the subdivision CC&R's. The location and height of fencing shall be identified at the time of building permit submittals, and fence permits shall be obtained prior to installation.
- 31) The final subdivision plat shall include the following:
- a. All easements including but not limited to public and private utilities, mutual access and parking, public pedestrian and public bicycle access, drainage, irrigation and fire apparatus access shall be indicated on the final subdivision plat submittal for review by the Planning, Engineering, Building and Fire Departments.
 - b. Any necessary easements for transit amenities shall be identified in the final plat submittal to allow for the placement of the Rogue Valley Transportation District (RVTD) bus stop, transit-supportive plaza and bus pull-out lane. The final easement details shall be mutually agreed upon with RVTD.
 - c. That the final subdivision name shall be approved by the City of Ashland.
 - d. That all infrastructure improvements associated with the annexation and subdivision including but not limited to utilities, driveways, street improvements including but not limited to all street lighting, and common area improvements shall be completed according to approved plans, inspected and approved.
 - e. That irrigated street trees selected from the Recommended Street Tree Guide and planted according to city planting and spaces standards shall be planted where park row planting strips have been approved, inspected and approved by the Staff Advisor.
 - f. That electric services shall be installed underground to serve all lots, inspected and approved. The final electric service plan shall be reviewed and approved by the Ashland Electric, Building, Planning and Engineering Divisions prior to installation.
 - g. That the sanitary sewer laterals and water services, including connection with meters at the street shall be installed to serve all lots within the applicable phase,

inspected and approved. The applicant shall provide evidence from Rogue Valley Sewer Services (RVSS) that the sewer laterals have been installed and paid for with the plat submittal.

Prior to the issuance of any building permits, the applicant shall:

- 32) The building permit submittals shall include:
- a. Evidence that the Earth Advantage® certifications described in the application materials and necessary to satisfy the requirements for the conservation housing density bonus are being pursued.
 - b. Evidence that storm water from all new impervious surfaces and run-off associated with peak rainfalls will be collected on site and channeled to the storm water collection system or through an approved alternative in accordance with Ashland Building Division policy BD-PP-0029. On-site collection systems shall be detailed on the building permit submittals.
 - c. The building permit submittals for each lot shall demonstrate compliance with the outdoor lighting standards in AMC 18.4.4.050.C including but not limited to directing outdoor fixtures downward and with full shielding to minimize excessive light spillover onto adjacent properties.
- 33) As required in AMC 18.3.9.040.A.4.b, if the development is completed in phases, 50 percent of the value of the common open space shall be provided in the first phase and all common open space shall be provided when two-thirds of the units are finished (*i.e. prior to the issuance of the seventh certificate of occupancy*).

Prior to issuing a Certificate of Occupancy, the applicant shall:

- 34) Demonstrate that the bicycle parking facilities shall be installed according to the approved plan, inspected and approved. Inverted u-racks shall be used for bicycle parking. All bicycle parking shall be installed in accordance with design and rack standards in 18.4.3.070 prior to the issuance of the certificate of occupancy. The building permit submittals shall verify that the bicycle parking spacing, and coverage requirements are met in accordance with 18.4.3.070.
- 35) Prior to the issuance of a final Certificate of Occupancy, the applicant shall provide evidence of having received the required Earth Advantage® certification for each unit/building.
- 36) That all exterior lighting shall be selected, installed and or shrouded to avoid directly illuminating adjacent residential properties. All lighting shall be verified to comply with this requirement prior to issuance of a certificate of occupancy.



Planning Commission Approval



Date



Council Business Meeting

Date: December 2, 2025

Agenda Item	Request to Begin the Surplus Property Process for the Imperatrice Property
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 by staff to begin the surplus process of “real property” known comprehensively as the Imperatrice Property. The surplus of “real property” has specific Oregon Revised Statute requirements and staff would like Council consent to begin this process for the Imperatrice Property.

POLICIES, PLANS & GOALS SUPPORTED

City Council:

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

BACKGROUND AND ADDITIONAL INFORMATION

Real property must be maintained and managed utilizing city resources, and a city may decide that the real property may no longer serve a public purpose that benefits the city. When a city council considers it necessary or convenient to sell real property, the council shall post a notice of the proposed sale in a newspaper of general circulation in the city and shall hold a public hearing concerning the sale.

Oregon Revised Statute 221.725 outlines the requirements for sale of “real property” owned by a municipality.

221.725 Sale of real property by city; publication of notice; public hearing. (1) Except as provided in ORS 221.727 and 221.729, when a city council considers it necessary or convenient to sell real property or any interest therein, the city council shall publish a notice of the proposed sale in a newspaper of general circulation in the city, and shall hold a public hearing concerning the sale prior to the sale.

(2) The notice required by subsection (1) of this section shall be published at least once during the week prior to the public hearing required under this section. The notice shall state the time and place of the public hearing, a description of the property or interest to be sold, the proposed uses for the property and the reasons why the city council considers it necessary or convenient to sell the property. Proof of publication of the notice may be made as provided by ORS 193.070.

(3) Not earlier than five days after publication of the notice, the public hearing concerning the sale shall be held at the time and place stated in the notice. Nothing in this section prevents a city council from holding the hearing at any regular or special meeting of the city council as part of its regular agenda.

(4) The nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the property, shall be fully disclosed by the city council at the public hearing. Any resident of the city shall be given an opportunity to present written or oral testimony at the hearing.

(5) As used in this section and ORS 221.727, “sale” includes a lease-option agreement under which the lessee has the right to buy the leased real property in accordance with the terms specified in the agreement. [1983 c.216 §1; 2005 c.22 §164; 2021 c.624 §3]

Also as outlined in ORS 271.330 the Governing body can relinquish title of property no longer needed for public use. The title can be relinquished to a qualifying non-profit, or municipal corporation providing the property is not used less than 20 years for a public purpose.

Property Background:

The Imperatrice Property is located within Jackson County’s land use jurisdiction and zoned Exclusive Farm Use (EFU). The 846-acre Imperatrice Property was purchased in 1996 for \$946,000 using Food and Beverage Tax





Council Business Meeting

funds. The property was originally purchased to support the disposal of wastewater effluent. The City upgraded the wastewater treatment plant to manage effluent versus disposal on the Imperatrice site in the early 2000's. The site has been held onto since that time to ensure there were no future needs associated with wastewater treatment. Numerous planning efforts have taken place over the past two decades by Public Works and the determination has been made that the property is no longer needed for any wastewater use. The property has evaluated over the years for various other uses including, solar, trails, conservation easements, agricultural uses, etc. The area below the ditch has been used primarily for agricultural purposes and has water rights from the Talent Irrigation District (TID) system. The area above the ditch has a high conservation related value and there has been previous discussion about protecting this section of the property with a conservation easement. The Electric Department commissioned a biological assessment of the property in 2017 as part of the City's due diligence regarding the potential application of solar onsite. The biological assessment details the flora/fauna that is found on the site and their represented status (reference attachment #1). Over the years Public Works has discussed the Imperatrice property future with the Parks Department and the Southern Oregon Land Conservancy as the Land Conservancy has a high interest in protecting the property (**reference letter from SOLC**) and Parks has identified a trail network to Grizzly Peak. The portion above the Talent Irrigation Ditch has a high ecological and conservation related value and the discussions have involved protecting those features while allowing some level of public access.

Potential Surplus/Divestment Options:

1. Sealed bid auction of lower section (below ditch)
2. Maintain ownership of upper portion until certain land use issues are resolved for property adjacent to wastewater treatment plant for future expansions
3. Sealed bid auction for total property
4. Sell all or a portion of the Imperatrice to SOLC
 1. SOLC to implement conservation easement and curate trail/public access and educational opportunities
5. Release interest of upper portion of property (above ditch) to SOLC a qualifying non-profit
6. Lease upper portion of property to SOLC (99 year maximum)
7. Do nothing

Staff Recommendation:

Staff recommends moving forward with the surplus of the lower half of the Imperatrice Property. Staff also recommends holding onto the upper half of the property until such time as the issues surrounding the wastewater treatment plant expansion onto Parks managed land are resolved.

Land Related Issues:

1. Land adjacent to WWTP needed for potential future expansion and circulation
2. Adjacent land purchased with conservation dollars and restricted for parks/environmental benefits (managed by Parks)
3. Land swap potentially required for "higher and better" purpose in order to support WWTP expansion
4. Imperatrice property "above the ditch" could be considered "higher and better" as a swap option
5. Parks Director working with the State of Oregon on restrictions/issues and associated process
 1. Could involve detailed appraisals of both properties
 2. Request to swap properties to State
 3. Approval or denial by State
 1. If approved-Parks and PW swap land
 2. Parks coordinates selling/leasing and management of upper portion to SOLC

Next Steps:

Next steps if Council consents to moving forward with the surplus of the lower section of the Imperatrice property would include:





Council Business Meeting

1. Working through a Jackson County land use process to adjust lot lines/partition tax lots that would allow for the sale of property below the TID ditch
2. Hold public hearing at a City Council meeting to request formal approval to surplus the lower section
 1. Provide appraisal information
 2. Provide appropriate public notice
3. Coordinate development of any access easements or utility easements that would need to be accounted for prior to sale to a private entity
4. Work with City contract real estate agent for marketing and sealed bid auction of property with a minimum bid amount

FISCAL IMPACTS

There are numerous fiscal impacts associated with the potential divestment of the Imperatrice Property. These include the sale and proceeds re-invested into the Wastewater Fund to support the enterprise operation. Proceeds could potentially offset or reduce future wastewater rate increases. One critical path element the proceeds from a sale could support is the development of the Hardesty Property to support wastewater and street operations through construction of new buildings to house equipment and people. As outlined in the facility master plan this frees up space at 90 North Mountain for improvements and enhanced operations.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to direct staff to begin the surplus property process for the lower portions of the Imperatrice Property tax lots (below the TID ditch).

REFERENCES & ATTACHMENTS

1. Biological Assessment (Imperatrice)
2. SOLC Imperatrice letter 9-25
3. Imperatrice Surplus Presentation



**Biological Assessment
Imperatrice Property
City of Ashland, Oregon**

Prepared for:



Prepared by:

Pacific Crest Consulting, LLC

August 2017



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Appendices

Appendix A: Representative Photos of the Property

Acronyms and Abbreviations

BLM	Bureau of Land Management, US Department of the Interior
CS	Oregon State Conservation Strategy Species
City	City of Ashland, Oregon
GIS	Geographic Information System
GPS	Global Positioning System
GRSPs	Grasshopper Sparrows
ODA	Oregon Department of Agriculture
ODFW	Oregon Department of Fish and Wildlife
ORBIC	Oregon Biodiversity Information Center
Pacific Crest	Pacific Crest Consulting, LLC
POE	Port of Entry, Oregon Department of Transportation
Property	Imperatrice Property, City of Ashland, Oregon
TID	Talent Irrigation District
USFS	Forest Service, US Department of Agriculture
USFWS	US Fish and Wildlife Service

1.0 INTRODUCTION

This report presents the methods and results for the biological assessment of the City of Ashland's (City) Imperatrice Property (Property) conducted by Pacific Crest Consulting, LLC (Pacific Crest) during spring and summer of 2017. Efforts requested by the City and undertaken by Pacific Crest included:

- Protocol-level surveys for target species of:
 - Plants (vascular and non-vascular (bryophytes))
 - Lichens
 - Spring fungi (including mushrooms and truffles)
- Protocol-level surveys for grasshopper sparrows (*Ammodramus savannarum*; GRSPs)
- Informal surveys for target species of:
 - Invertebrates
 - Mammals
 - Reptiles
 - Amphibians
 - Birds other than GRSPs (see further notes in 2.1.1 Special Status Species)
- Inventory of all vascular plant species
- Inventory of unique biological features, including:
 - Wildlife passage areas and barriers
 - Dense concentrations and large infestations of noxious weeds
 - Potential migratory bird nest sites
 - Bat hibernacula
 - Other habitats or features viewed as unique

2.0 METHODS

2.1 Target Species

Multiple sources informed the target species lists for each survey included in this report. The categories of target species are described in the following sections. Because many of the plant, lichen, and fungi species addressed in this report do not have common names, all are referred to by scientific names in the text, with common names listed as applicable; a common name is generally given only once for any given species of these taxa groups, at its first occurrence in the text. Primary target species are those for which protocol surveys were conducted; secondary species are those for which informal surveys were conducted.

2.1.1 Special Status Species

Special status species of plants, lichens, and fungi were primary targets for the surveys included in this report (Table 1). This included:

- State and federally listed Threatened, Endangered, and Candidate plants
- U.S. Forest Service (USFS) and U.S. Bureau of Land Management (BLM) Sensitive and Strategic plants, lichens, and fungi
- Oregon Biodiversity Information Center (ORBIC) plants, lichens, and fungi.
- Survey and Manage plants, lichens, and fungi

GRSPs were also a primary target. In addition to the species identified in Table 1, Pacific Crest personnel were prepared to identify and document any unexpected, unknown, or out-of-expected-range species that may have been of conservation concern.

Secondary target special status species included mammals, reptiles, amphibians, invertebrates, and birds other than GRSPs.

Although secondary targets, Pacific Crest elected to create a list of special status mammals, birds, reptiles, and amphibians (Table 2) with the potential to occur in, or near to, the Study Area, developed from the following sources:

- United States Fish and Wildlife Service (USFWS) informal list of threatened, endangered, proposed, candidate, species of concern, and migratory birds, generated using the Information, Planning, and Conservation System (IPaC; USFWS 2017).
- Oregon Department of Fish and Wildlife (ODFW) lists of threatened, endangered, candidate, and sensitive animal species in the State of Oregon (ODFW 2017 a and b);
- Oregon Biodiversity Information Center (ORBIC 2016)
- Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c)

Bird and mammal taxa listed by the ODFW, by the USFWS as species of concern, and/or by ORBIC on Lists 1, 2, 3, or 4 are included, but have no legal status or protection on private land in the State of Oregon. On non-federal public lands (e.g., state, county, city lands), animal

species listed by ODFW as threatened or endangered are protected by the Oregon Endangered Species Act (Oregon Revised Statute 497). Federally listed threatened, endangered, candidate, and proposed taxa are protected under the Federal Endangered Species Act, bald and golden eagles are protected under the federal Bald and Golden Eagle Protection Act, and migratory birds are protected under the federal Migratory Bird Treaty Act.

Lists of target species other than the above taxa groups are available at <http://inr.oregonstate.edu/orbic/rare-species/rare-species-oregon-publications>.

2.1.2 Noxious Weeds

Species of noxious weeds were primary targets. Pacific Crest documented dense concentrations and large infestations of Oregon Department of Agriculture (ODA) target species (ODA 2017a; Table 3) or those that were uncommon or previously unknown in the area, or had a high potential of infestation.

2.2 Protocol

Pacific Crest implemented the following protocols for primary target species during the survey effort:

- *2008 Sporocarp Survey Protocol for Macrofungi, Version 1.0* (Van Norman et al. 2008)
- *Survey Protocols for Protection Buffer Bryophytes* (USFS and BLM 1999a)
- *Survey and Manage Survey Protocols—Vascular Plants* (USFS and BLM 1999b)
- *Survey Protocols for Survey and Manage Category A and C Lichens in the Northwest Forest Plan Area, Version 2.1* (USFS and BLM 2003a)
- *2003 Amendment to the Survey Protocol for Survey & Manage Category A & C Lichens in the Northwest Forest Plan Area, Version 2.1 Amendment* (USFS and BLM 2003b)
- *Survey Protocol Guidance for Conducting Equivalent Effort Surveys under the Northwest Forest Plan Survey and Manage Standards and Guidelines* (USFS and BLM 2006)
- *Survey and Manage Category B Fungi Equivalent-Effort Survey Protocol, Version 1.0* (Van Norman 2010)

Secondary species were searched for informally and concurrently with protocol surveys for other taxa groups. Except for certain bird species, secondary species were not surveyed for under applicable protocols. See 2.7.4 Point Counts for more information on bird survey methods.

2.3 Study Area

The Study Area encompassed the entire Property (Figure 1), consisting of 876 continuous acres across multiple tax lots, immediately north of Interstate Highway 5 and associated north-bound Port of Entry (POE). The Study Area includes portions of sections T38S R1E 27, 28, 32, and 33.

2.4 Habitat Assessment and Delineation

The Study Area was assessed and delineated for primary target species of vascular plants, lichens, and fungi. The Study Area exists within the Klamath Mountains level 3 ecoregion, only two miles from the western edge of the West Cascades level 3 ecoregion. It includes portions of the Western Oregon Interior Valleys (Rogue / Illinois) and Oak Savannah Foothills level 4 ecoregions. Therefore, it was considered possible that populations of target species known or suspected from interior valley and oak-associated habitats of both aforementioned level 3 ecoregions could be found in the Study Area. Initial topographical map and orthoquad inspection of the entire Study Area, as required by various protocols, revealed a wide variety of suitable primary target special status species habitats, including:

- Oak woodlands
- Rock outcrops and rock gardens
- Meadows
- Drainages (ephemeral / seasonal)

Field surveys confirmed this diversity of habitat types.

The Study Area was also assessed for secondary target species of animals except invertebrates, the results of which are discussed in Table 2.

2.4.1 Threatened and Endangered Plants

Pacific Crest conducted a pre-survey botanical habitat suitability analysis on the Study Area and found that *Fritillaria gentneri* (Gentner's fritillary) was the only species with federal or state listing of Threatened, Endangered, or Candidate with a high likelihood of occurring. *Fritillaria gentneri* has a federal listing of Endangered. The Property is well within the known range of this species and populations have been found nearby. Pacific Crest identified the area containing habitat with highest potential for suitability to be the oak woodlands at the north end of the Property.

Multiple other target special status species with federal or state listing, *Limnanthes floccosa* ssp. *grandiflora* (large-flowered wooly meadowfoam; federally Endangered), *L. floccosa* ssp. *pumila* (dwarf wooly meadowfoam; state Threatened), *Lomatium cookii* (Agate Desert lomatium; federally Endangered), *Meconella oregana* (white fairypoppy), and *Eucephalus vialis* (wayside aster) had limited potential to be found in the survey area. The former three taxa are known from vernal pool habitats nearby to the north in the Rogue Valley: *Limnanthes floccosa* ssp. *grandiflora* and *Lomatium cookii* are known from the Agate Desert while *L. floccosa* ssp. *pumila* is known only from the tops of Upper Table Rock and Lower Table Rock. The only potential habitat for these taxa in the Study Area was initially identified as a small seasonal pond near the eastern property line and a small flat area at the extreme northwest near Butler Creek. The valley bottom near Interstate 5 may have had vernal pool habitat historically, but has been heavily grazed and impacted by livestock and the pre-survey analysis revealed no current habitat. There was low probability to find these taxa in other seasonally moist habitats such as seasonal drainages. *Meconella oregana* had potential to be found in various meadow and oak

woodland communities. *Eucephalus vialis* had potential to be found in the shrub or oak communities within the Study Area. Multiple other species with federal and/or state status were included in Table 1 but had relatively lower potential to be found in the Study Area.

2.4.2 Sensitive and Strategic Species

Many of the target Sensitive and Strategic plant and lichen species were found to have a moderate to high likelihood of occurring. Two species, *California macrophylla* (*Erodium macrophyllum*; round-leaved filaree;) and *Ranunculus austro-oreganus* (southern Oregon buttercup) were known to exist in the Study Area (personal communication, Kristi Mergenthaler, Southern Oregon Land Conservancy, 4/25/17). Other species with a moderate to high likelihood of occurring included, but were not limited to, *Calochortus spp* (mariposa lilies), *Camissonia (Tetrapteron) graciliflora* (hill suncup), *Carex spp* (sedges), *Cheilanthes spp* (lipferns), *Cryptantha milobakeri*, *Diplacus spp* (monkeyflowers), *Leptogium burnetiae*, *Limnathes floccosa ssp bellingeriana*, *Pellaea andromedifolia* (cliffbrake), *Plagiobothrys spp* (popcorn flowers), *Orthotrichum euryphyllum*, *Schistidium cinclidodonteum*, and *Solanum parishii* (Parish's nightshade).

2.4.3 Survey and Manage Species

The Survey and Manage target species list includes plants, lichens, and fungi. These species were listed with Survey and Manage primarily based on rarity within and dependence on old-growth coniferous or mixed forests. Coniferous and mixed forest habitats do not exist in the Study Area. Therefore, there was very little potential for most Survey and Manage plant, lichen, and fungi species to exist in the Study Area.

2.5 Historical Data Review

The BLM Geographic Biotic Observations and USFS Natural Resource Information System databases track observations of noteworthy species on and near BLM and USFS lands. The Oregon Flora Project rare plant and atlas database (OFP 2017) was also consulted. These databases were queried for known site locations of target species within the vicinity of the Study Area (April 26, 2017). The results showed no site locations within the Study Area. Known target species occurrences within a three-mile radius of the Study Area include two of *Fritillaria gentneri*, one of *Martes pennanti* (fisher), one of *Horkelia tridentata* (three-toothed horkelia), and multiple of *Ranunculus austro-oreganus*.

Further results of the data review and literature reviews for plants, lichens, fungi, and animals (except invertebrates) are detailed in Table 1 and Table 2.

2.6 Survey Schedule

Two separate survey efforts occurred to coincide with optimum detection of target species of vascular plants and grasshopper sparrows, respectively. Optimal fungi fruiting conditions coincided with optimal vascular plant spring phenology. Lichens and non-vascular plants can

generally be surveyed for any time of year. Therefore, plant, lichen, and fungi surveys occurred concurrently and took place from April 28, 2017 through May 23, 2017, including a first visit throughout the entire study area and revisits to selected parts. Revisits for late-season plant species then occurred occasionally until August 5, 2017.

Surveys for GRSPs were conducted on May 2-4, May 6-9, May 15, and May 18, 2017.

2.7 Field Survey Methods

Survey methods from multiple protocols, listed earlier in this report, were used during the Project surveys. The methods in the protocols are detailed below.

2.7.1 *Intuitive Controlled Survey Method*

Multiple protocols recommend the Intuitive Controlled Survey method for plants, lichens, and fungi in all parcels greater than 2.5 acres in size (USFS and BLM 1999b, USFS and BLM 2003a, USFS and BLM 2003b, USFS and BLM 2006, Van Norman 2010, Van Norman et al. 2008). One protocol, *Survey Protocols for Protection Buffer Bryophytes* (USFS and BLM 1999a), requires this method for all parcels, including those less than 2.5 acres in size. The Study Area is greater than 2.5 acres in size; the Intuitive Controlled Survey method was therefore implemented.

This method incorporates lines that traverse the survey area and target the full array of major vegetation types, aspects, topographical features, habitats, and substrate types within a given area. While en-route, the surveyor searches for target species, and when the surveyor arrives at an area of high potential habitat (as defined in the pre-field review or encountered during the field visit), a Complete Survey for the target species is conducted (see below).

2.7.2 *Complete Survey Method*

The Complete Survey method for plants, lichens, and fungi was used when special or high potential habitats were encountered. This approach consists of a 100 percent visual examination of the habitat. High potential habitats within the Study Area included large outcroppings, seasonal and perennial drainages, areas with significant native bunchgrass populations, and some areas with *Quercus garryana* (Oregon white oak). A large percentage of the Study Area had moderate potential habitat for target plant species and therefore received a higher intensive survey than that required by the Intuitive Controlled Survey method but not a full 100% examination. The general vascular plant inventory was completed concurrently with surveys for target special status species under the Intuitive and Complete survey protocols.

2.7.3 *Hypogeous Fungi*

All implemented fungi survey protocols require searches for hypogeous fungi—truffles. These surveys were conducted by raking microhabitats of higher potential (e.g., small mammal digs and the underside of litter mats in the oak woodlands). Surveyors used four-tine rakes to gently

peel back the litter layer, and soil was inspected for the presence of truffles. If no truffles were found, the area was restored and the surveyor moved to a new area.

2.7.4 Point Counts

Point count surveys for GRSPs occurred throughout the entire Study Area and were conducted between the hours of 0630 and 1200 during optimal conditions for detecting this species. For the purposes of these surveys, the property was divided into two portions: the area above the Talent Irrigation District (TID) East Canal and the area below the canal. Point count surveys were conducted along north-south running transect lines above the canal and along east-west running transect lines below the canal. Initially, transect lines were spaced 100 meters apart with call stations approximately every 50 meters; however, the call station placement was changed during the course of the survey in the following way: in areas where traffic noise made auditory detection difficult, call stations were maintained at 50-meter intervals; however, in areas where habitat was open and birds were easy to hear, call stations were spaced at 100 meters for efficiency and to avoid duplicate recordings of individuals. Five minutes was spent at each call station recording all birds observed both visually and by sound.

2.7.5 Monumenting Target Species Sites and Recording Site Data

Target special status plant species sites were generally monumented with orange-glo pin flags placed around population perimeters; exceptions are detailed below in 3.0 Results. Perimeters of most larger populations were recorded on global positioning system (GPS) units for subsequent use in Geographic Information Systems (GIS). All GPS coordinates in this report and associated documents are in Universal Transverse Mercator, Zone 10, North American Datum of 1983 projection. Data for locations of target special status species were recorded on standardized ORBIC report forms (Figure 2), submitted separately from this report. Applicable noxious weed populations were mapped, except for large infestations occupying the entire Study Area, which are noted below in 3.2 Noxious Weeds. GRSP detections were mapped. Special status plant and noxious weed population locations were documented in GIS; the related shapefiles are available upon request. Plant and bird inventory lists were documented in Excel spreadsheets.

3.0 RESULTS

The following sections detail the results of the field surveys.

3.1 Current Environment

Although the Study Area mostly slopes gently to the south and southwest, it covers a wide variety of aspects, with slopes ranging from approximately flat to steep. The Study Area can be viewed as three distinct habitats:

- Oak woodlands in the far northern part of the Study Area
- Meadows between the oak woodlands and the TID canal to the south
- Meadows downslope of the TID canal

3.1.1 Oak Woodlands

The woodlands generally slope steeply to the north from a broad ridgeline and are dominated by *Quercus garryana*, *Toxicodendron diversilobum* (poison oak), *Symphoricarpos spp* (snowberries), *Prunus subcordata* (Klamath plum), the latter occasionally forming distinct thickets. These woodlands displayed a higher ratio of native versus non-native forb and grass coverage compared to the remainder of the Study Area; *Festuca idahoensis* ssp *roemerii* (Roemer's fescue, Idaho fescue) was found to be common here. Canopy cover varies greatly.

3.1.2 Meadows Between the Oak Woodlands and TID Canal

The meadows between the oak woodlands and the TID canal were dominated primarily by exotic annual grasses and forbs, although dominant native species were also present. Dominant species included *Vicia villosa* (winter vetch), *Vicia sativa* (garden vetch), *Centaurea solstitialis*, *Poa bulbosa* (bulbous bluegrass), *Erodium cicutarium* (reds-stem stork's bill), *Geranium dissectum* (cutleaf geranium), *Geranium molle* (dovefoot geranium), *Avena fatua* (wild oat), *Elymus caput-medusae*, *Trifolium spp* (clovers), *Galium parisiense* (bedstraw), *Lomatium utriculatum* (common lomatium), *Tragopogon dubius* (yellow salsify), *Madia spp* (tarweeds), *Bromus japonicus* (field brome), *B. hordaceus* (soft brome), *B. tectorum* (cheatgrass), and *Vulpia microstachys* (small fescue). Of these, it is difficult to state what species were more dominant than others. These species occurred in varying concentrations across this part of the Study Area. Additionally, different species became more dominant as seasonal phenology progressed and early-bloomers senesced while late-bloomers became more prevalent. There were additional species that were very common, although not as abundant as the above dominants; these included *Calochortus tolmiei* (Tolmie startulip), *Dichelostemma capitatum* (bluedicks), *Calystegia occidentalis* (chaparral false bindweed), *Achyrachaena mollis* (blow-wives), and many others.

This area was historically grazed and likely was previously dominated by native bunchgrass communities. Non-native plant coverage during 2017 was approximately 85% or more on

average, with native species coverage at approximately 40%, on average. It was difficult to determine exact numbers for these percentages and other percentages given in this report with any accuracy, due to constantly changing plant phenology throughout the growing season and associated changes in biomass of any given species. Nonetheless, Pacific Crest personnel were expecting a higher non-native-to-native ratio than observed.

Outside of areas with summer moisture, shrubs comprised a very small amount of the vegetation coverage and consisted mostly of *Prunus subcordata*, *Toxicodendron diversilobum*, and exotic fruit trees, as scattered individuals and small patches.

Islands consisting primarily of native vegetation were found in this area, roughly overlapping with populations of *Ranunculus austro-oreganus* (see 3.2 Special Status Plants, Lichens, and Fungi), and were dominated by varying concentrations of native species including *Festuca idahoensis* ssp *roemerii*, *Horkelia daucifolia* (carrotleaf horkelia), *Eriophyllum lanatum* (Oregon sunshine), *Achnatherum lemmonii* (Lemmon's needlegrass), *Pseudoroegneria spicata* (bluebunch wheatgrass), *Phlox speciosa* (showy phlox), *Lomatium* spp (desertparslies), and *Achillea millefolium* (common yarrow), although non-native species were also common in these areas. These islands are likely not common in most adjacent parcels outside of the Study Area.

Large populations of *Microseris laciniata* ssp *detlingii* (Detling's silverpuffs) were also found, primarily on the flats and gentle slopes in the far northwest part of the Study Area; this species is endemic to southwestern Oregon and adjacent areas in northern California; it was previously a target special status species. *Plectritis congesta* (shortspur seablush) was abundant in the vicinity.

A small seasonal pond was found in the northeast part of T38S R1E S33, approximately 0.25 miles north of the eastern parking area and Property legal access point. Common plants here included *Lolium perenne* (perennial ryegrass), *Hordeum murinum* (mouse barley), and *Eleocharis* spp (spikerushes).

The oak woodlands mentioned above and the slopes between them and the TID canal likely serve as winter range for elk and deer. Elk and deer were observed in the Study Area during the survey efforts; the front cover of this report displays a herd of elk in the Study Area. Additional mammals incidentally observed in the Study Area included one black bear, three coyotes, one grey fox, and many smaller mammals.

3.1.3 Meadows Downslope of the TID Canal

This area had a much higher amount of moisture than areas upslope of the TID canal. This moisture originated from active irrigation diverted from the canal at multiple points along its length as it runs through the Study Area. Several natural springs and seeps added surface moisture; subterranean seepage from the canal was also a possible contributor. The vast majority of the area was observed to be grazed by livestock. Grazing was heavy throughout most of the area and extensive post-holing by cattle was evident. The exception was a narrow strip set apart by active electric fences located to either side of the drainage that runs south through the center of the Study Area; it is in this strip that the only *California macrophylla*

populations downslope of the canal were found. It was uncertain if this strip was part of the grazing lease, as it was fenced and had only light evidence of grazing, which may have originated from livestock that had escaped the fencing but had been quickly and efficiently recovered.

Vegetation in this area included many of the same species dominant upslope of the canal, but often in very different concentrations, with *Vicia spp*, *Calochortus tolmiei*, *Dichelostemma capitatum*, and others less common, while *Centaurea solstitialis* and others became more abundant. *Brassica rapa* (field mustard), *Shedonorus arundinaceus* (tall fescue), *Alopecurus pratense* (meadow foxtail), and others became dominant downslope of the canal, while existing only in traces upslope of the canal. *Shedonorus arundinaceus* and *Alopecurus pratense* were especially dominant in areas receiving higher volumes of irrigation water, notably at and upslope of the corrals in the southeast part of the Study Area. *Brassica rapa* was especially abundant in the southwest part of the Study Area near the POE. *Juncus effusus* (common rush) was common in some parts. *Rubus armeniacus* and *Rosa canina* (dog rose), with lesser amounts of *Rosa rubiginosa* (*R. eglentaria*; sweetbriar rose) were much more common downslope of the canal than upslope of it. Overall, vegetation in the area downslope of the canal was much denser, taller, and lusher than upslope of the canal; these conditions occasionally impeded foot travel when combined with the often irregular, post-holed, and wet ground surface. This condition receded later in the summer as plants senesced or were grazed down.

As with areas upslope of the TID canal, this area was historically grazed and likely was previously dominated by native bunchgrass communities. Non-native coverage in 2017 was approximately 98%, with native species coverage at approximately 15%, on average.

3.1.4 Other Features of the Study Area

Most drainages in the Study Area were lined with various concentrations of *Salix spp* (willows), *Rubus armeniacus*, *Carex densa* (dense sedge), *Juncus spp* (rushes), *Dipsacus fullonum* (Fuller's teasel), *Shedonorus arundinaceus*, and other typical riparian species; *Prunus cerasifolia* (cherry plum) was abundant in one drainage. Most of the drainages still had flowing water, at least in the lower stretches, at time of final revisits in early August; Hamby Spring in the southwest area downslope of the TID canal was still flowing strong.

The TID canal traverses the slope through the Study Area. It currently functions as a partial barrier to wildlife travel; certain terrestrial species may find it difficult to cross the flow of relatively deep water when the canal is flowing, although it should be noted that it does not flow for a substantial part of the year and travel may be less impeded then. There are two foot-bridges crossing the canal in the far western and eastern part of the Study Area, respectively, although the western one is composed of metal mesh that would likely inhibit most terrestrial wildlife travel during times of water flow in that canal. A maintenance road follows the canal for its length through the Study Area.

A wooden-pole powerline corridor exists in the northern part of the Study Area and a buried gas pipeline corridor roughly parallels it to the immediate south. Associated maintenance roads

follow these right-of-way corridors. A large pile of treated wood poles, assumingly associated with the powerline corridor construction, was observed at coordinates 524880E/4675620N. A small radio facility exists in the far southeast part of the Study Area near Eagle Mill Road and is accessible by vehicle from it.

A network of trails exists in the Study Area, observed to be used by people on foot, horseback, and OHV. People were seen from distance and personally encountered on the trails throughout the survey efforts, often in relatively large numbers. The trails, for the most part, were found to exist upslope of the TID canal. Most of the OHV use was observed in relation to the grazing leases downslope of the canal. However, OHV use was additionally observed on the trails in the western part of the survey area and their use was evident off-trail in that vicinity as well. The utility right-of-way corridors also had evidence of regular OHV use, much of which was assumingly in relation to infrastructure maintenance. Trails were observed cutting through multiple *California macrophylla* populations (see 3.2 Special Status Plants, Lichens, and Fungi) and trampling was evident at each of those populations. Rerouting of these trails may assist to lessen trampling.

3.2 Special Status Plants, Lichens, and Fungi

Fourteen populations (Figure 3) of *California macrophylla*, (Figure 4) totaling approximately 8.0 acres, were found in the Study Area. This species was originally documented in Oregon by Thomas Howell in 1887, with the associated herbarium collection noting “hills near Ashland”. It is possible that his original collection was made at one of the Study Area populations. ORBIC previously listed this species with an “EX” status (assumed to be extirpated in Oregon) until Pacific Crest personnel discovered a new location near the city of Eagle Point, Oregon. Since then, five populations were found in the Study Area by Kristi Mergenthaler and ODA personnel (personal communication, Kristi Mergenthaler, Southern Oregon Land Conservancy, 4/25/17). *California macrophylla* is currently listed by ORBIC (2016) with a “1” status (threatened or endangered throughout its range), the highest list status that ORBIC can assign. This species may soon receive additional listing through the State of Oregon. The Oregon sites represent the northern-most known extent of this species; it is also known from California and Baja California. The California Native Plant Society (2017) lists *California macrophylla* as a 1B.2 (rare, threatened, or endangered in CA and elsewhere).

Nearly all *California macrophylla* plants were found upslope and north of the TID canal. Two small populations were found downslope from the canal. Active grazing by livestock was observed downslope of the canal, where much of the ground had been trampled, whereas there was no current grazing by livestock observed upslope of the canal. Much of the ground downslope of the canal was observed to be irrigated. It is assumed that active grazing, associated trampling, and wet ground make for unfavorable conditions for the growth of *California macrophylla*. The two small populations downslope of the canal were found in an area between electric fences where grazing did not appear to be nearly as heavy as in the areas outside of the fencing, and irrigation was not evident at the time of population discovery.

One small plant rosette, potentially that of *California macrophylla* (Figure 3), was found downslope of the TID canal in early August. Due to immaturity and a lack of flowers and fruit, it was not possible to be certain of an identification. Although the leaves appear to be those of *California macrophylla*, the observed plant was growing well outside of the normal window of phenology for that species, did not have the reddish coloration that the stems and leaves of that species often have, was growing downslope of the canal in less desirable conditions, and all observed *C. macrophylla* plants in verified populations elsewhere in the Study Area were senescent at that time, casting doubt that the rosette in question was *C. macrophylla*. Nonetheless, it was monumented with several strips of yellow/black-striped flagging tied to small rocks in case a revisit would be made in future years.

Five populations (Figure 5) of *Ranunculus austro-oreganus* (Figure 6), totaling approximately 241 acres, were found in the Study Area, all upslope of the TID canal. The oak woodlands to the far north of the Study Area had the greatest concentrations. *Ranunculus austro-oreganus* is currently listed by ORBIC (2016) with a “1” status (threatened or endangered throughout its range), the highest list status that ORBIC can assign; it is also a state Candidate species with ODA. This species is endemic to Jackson County, found primarily in the Rogue Valley and adjacent foothills.

Approximately 633 acres contained vegetative *Ranunculus* plants (Figure 5), including overlap with verified *Ranunculus austro-oreganus* populations. Densities of vegetative plants within the 633 acres varied greatly, often being very widespread and isolated; very few existed downslope of the canal, those plants were also typically observed as depauperate. Due to a lack of flowers (a diagnostic characteristic for discerning *Ranunculus austro-oreganus*), it was not possible to know what species these vegetative plants were. They might flower in future years and a positive identification could then be made. However, it should be noted that no flowering *Ranunculus occidentalis* (western buttercup) was observed in the Study Area, the only other feasible species that the vegetative plants could be.

One site (Figure 5) of *Collema quadrifidum* (Figure 6) was found, present on multiple *Quercus garryana* trunks in approximately one acre of the oak woodlands in the far northern part of the Study Area. This tiny, gelatinous lichen is difficult to discern in the field, blending in with numerous other dark, similarly-sized lichens and blemishes on the tree trunks, and is best identified by its four-celled, polygonal spores as observed under the microscope. Due to the *Collema quadrifidum* being found off the ground on tree trunks, no pin flags were used to monument the site; a labeled set of yellow/black striped flagging was instead used, positioned on a tree trunk near the population center.

No *Fritillaria gentneri* were found. Vegetative *Fritillaria* plants were found, but these plants were impossible to identify to species without flowers. The vegetative plants were found only in the oak woodlands in the far northern part of the Study Area, existed in same vicinity as numerous flowering *Fritillaria affinis* (a non-target species), and possibly may all be that species. No target special status species of spring fungi were found.

3.3 Noxious Weeds

Silybum marianum (milk thistle; Figure 7) was found in one location along the southern boundary of the Study Area and consisted of approximately 80 specimens covering 10% of a >60 m² population area. The population extended from the property fenceline downslope to the POE exit ramp; it is likely that the POE was the vector of introduction. This species has rarely been found in southwestern Oregon. The Medford District BLM (personal communication, Bryan Wender, Medford District BLM Botanist, 8/14/17) has only one record of this invasive species on their lands, found in the Cow Creek Watershed of Douglas County. WeedMapper (ODA 2017b) revealed one site in Jackson County, near Rogue Valley International Airport.

Spartium junceum (Spanish broom; Figure 7) was found in two locations along the TID canal. Each location consisted of one plant. Though the populations sizes were very small, this species is reported here due to it being an uncommon invader in southwestern Oregon. WeedMapper (ODA 2017b) shows three sites in Jackson County, all in the far northern part of the county. Pacific Crest personnel know of one site in the City of Ashland, on Siskiyou Boulevard, which had apparently been treated (sprayed) recently.

Rubus armeniacus (Himalayan blackberry; Figure 7) was found throughout a substantial portion of the Study Area. The vast majority of the populations were found from the TID canal and downslope to the Study Area boundary. The average percent coverage within the population polygons was 15%. Besides large and dense infestations, multiple smaller infestations were also mapped, primarily in areas upslope of the canal where the species was much less common. A trace amount of *Rubus laciniatus* (cutleaf blackberry) was found mixed in with the *Rubus armeniacus*.

Centaurea solstitialis (yellow starthistle) and *Elymus caput-medusae* (medusahead rye) were found throughout the Study Area and are therefore not represented in Figure 7. Both species had an average coverage across the Study Area of approximately 35% each. Concentrations of both species were lighter in the oak woodlands in the far northern part of the Study Area, found most frequently in openings between trees, and heavier downslope of the TID canal.

Cirsium arvense (Canada thistle), *Cirsium vulgare* (bull thistle), *Conium maculatum* (poison hemlock), and *Phalaris arundinacea* (reed canarygrass) were all found as widely scattered, very small populations (often only as one isolated plant). These species were found primarily in areas of moisture along the TID canal and irrigated areas downslope of the canal. A small trace of *Hypericum perforatum* (St. Johnswort) was found along the canal. These species are not further documented in this report due to the small population sizes within the Study Area and overall commonness of these species in southwestern Oregon.

One potential population of *Cyperus esculentus* (yellow nutsedge) was found downslope of the canal (Figure 7). It was originally observed early in the season while immature and could not be confidently identified. By the time a return visit was made later in the season, cattle had grazed the plants down beyond recognition. The identification could therefore not be verified.

Although not a target noxious weed species, *Thinopyrum ponticum* (*Elymus elongata*; tall wheatgrass, European quackgrass) was observed infesting the entire gas pipeline right-of-way

in the northern part of the Study Area. The pipeline right-of-way was nearly a complete monoculture of *Thinopyrum ponticum*; it had outcompeted other vegetation and was spreading out from there. It has potential to quickly spread and take out other parts of the Study Area. This species is a pale grey-green color and this infestation is visible on aerial photography as a wide, pale strip cutting across the Study Area. This species is similar to the target noxious species *Elymus repens* (quackgrass, couchgrass), and many of the *Thinopyrum ponticum* specimens in the Study Area exhibited some features characteristic of *Elymus repens*, including very wide leaves and acute glumes, although the majority of features still pointed towards *T. ponticum*. There is potential for *Thinopyrum ponticum* to be considered by ODA for noxious weed listing in the future.

The Study Area has multiple possible vectors of noxious weed introduction including: Interstate 5 and associated POE adjacent to the Study Area, vehicular traffic within the Study Area (OHV's, right-of-way maintenance vehicles), livestock, TID canal, non-vehicular trail traffic (foot, bike, horse). Much of the vegetation between the southern property fenceline and Interstate 5 / POE is mowed annually, possibly slowing the spread of weeds from those two dispersal vectors, although the stretch of exit ramp with the *Silybum marianum* had not been mowed; it may be too steep to maintain.

3.4 Birds

Thirty-four GRSPs were detected during the surveys (Figure 8). The majority (thirty-two of thirty-four) were singing males; two GRSPs were flushed from vegetation and the sex of these two birds is unknown. Thirty-two detections were recorded above the TID canal; two were recorded below the canal. GRSPs have Federal Species of Concern, Oregon Department of Fish and Wildlife (ODFW) Conservation Strategy Species, and ORBIC2 status. See Table 4 for ORBIC rank definitions. Other special status bird species detected during the point counts include:

- Acorn woodpecker (*Melanerpes formicivorus*)
- Chipping sparrow (*Spizella passerine*)
- Oak titmouse (*Baeolophus inornatus*)
- Peregrine falcon (*Falco peregrinus*)
- Western meadowlark (*Sturnella neglecta*)
- White-tailed kite (*Elanus leucurus*)
- Yellow-breasted chat (*Icteria virens*)

Table 4 contains further notes on the occurrences of the target special status avian species within the Study Area and includes rank status(es) of each species.

3.5 Other Sites of Interest

No other special status target species were found.

Multiple populations of a species of *Phaeocalicium* (Figure 9) were found on twigs of *Quercus garryana* in the oak woodlands in the far northern part of the Study Area. Species of *Phaeocalicium* belong to a group of organisms commonly known as pin lichens. Their spores

are borne atop a small stalk and are distributed by wind and insects travelling the length of the twigs. The collection in question is similar to *Phaeocalicium interruptum*, a species without special status, but differs by multiple morphological and chemical features. It is possibly a new species: one that is new to science, not described, and un-named. A collection has been sent to a pin lichen expert for another opinion; this report will be updated when a determination has been returned. Determinations are also still out for several invertebrate collections.

One large “log” of petrified wood (Figure 10) was found along the boundary of the study area at coordinates 525445E/4675296N, placing it just within the Study Area. The overall length is unknown; it continued underground and its large size and heavy weight prevented movement and further exploration. This feature may serve as an attraction to visitors.

A series of scattered rock outcrops exist on a steep south-facing slope running approximately 0.25 miles west-east through the Study Area in T38S R1E S27. Other, smaller sets of outcrops are occasional throughout much of the Study Area.

No other biological sites of interest, as defined in 1.0 Introduction, were found in the Study Area.

3.6 Inventories

A total of two-hundred-fifty-two vascular plants were recorded during the surveys (Table 5). Note that multiple taxa are not identified past genus. Additionally, several recorded taxa were observed only along Butler Creek; it is uncertain how much of that creek actually exists in the project area due to conflicts in GIS mapping compared to on-the-ground property line evidence. Pacific Crest elected to document all bird species detected during the surveys for GRSPs; fifty-three avian species in total were detected (Table 4).

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Tables

Table 1: Special status plants, lichens, and fungi

Taxon ₁	Scientific Name	Federal Status ₂	ODA Status ₂	SEN/STR/S&M ₂	Likelihood to Exist in Study Area
VA	<i>Adiantum jordanii</i>			SEN	LOW. Habitat includes moist, shaded hillsides, springs, riparian areas. SW OR populations are found mostly on serpentine. No serpentine present in Study Area, although shaded riparian is found to far north in oak woodland. Most known sites in SW OR are west of Grants Pass.
VA	<i>Agrostis hendersonii</i>			STR	LOW. Found in vernal pools and other moist areas in valley grasslands. Historical collection from Sams Valley, but is presumed extirpated in OR.
FU	<i>Alabretrellus ellisii</i>			SM-B	LOW. Typically found in older coniferous forests at higher elevations than the Study Area, although this species is occasionally found in hardwood communities. Known sites exist in coniferous forest in the SW OR Cascades.
VA	<i>Allium bolanderi</i> var. <i>bolanderi</i>			STR	MODERATE. Habitat includes rocky clay soils, although this species typically prefers serpentine. Known sites exist at Howard Prairie and NW of Grants Pass.
VA	<i>Allium peninsulare</i>			SEN	LOW. Habitat includes meadows. Many populations nearby in the Hyatt / Howard Prairie area, although these populations are found in higher elevation snowmelt meadows. Found at lower elevations in CA.
VA	<i>Androsace elongata</i> ssp. <i>acuta</i>			STR	LOW. Habitat includes dry, primarily north-facing meadows. Previously known from one historic site in Jackson County (1887), now assumed to be extirpated.
BR	<i>Anoetangium aestivum</i>			STR	LOW. Lower elevation springs and seeps, often over rock, although this species typically prefers calcareous substrates in SW OR. One known site near Wimer.
VA	<i>Arabis modesta</i>			SEN	MODERATE. Shaded slopes at low to moderate elevations; often associated with rock. Known sites near Shady Cove, Applegate, and NW of Grants Pass.
VA	<i>Astragalus californicus</i>			SEN	LOW. Low to moderate elevation, dry, open, meadows, woodlands, shrub communities; although known sites in SW OR are south of the Siskiyou crest in CSNM (Cascade-Siskiyou National Monument) and found in communities more similar to those of the Great Basin.
VA	<i>Astragalus gambelianus</i>			SEN	MODERATE. Dry, open, grassy areas at low to moderate elevations. Known sites at Sampson Creek and southern part of CSNM.
FU	<i>Balsamia nigrans</i>			STR	MODERATE. Associates with species of oak. Known sites in Jackson and Josephine counties.
BR	<i>Bryum calobryoides</i>			SEN	LOW. Prefers crevices in rock at higher elevations, occasionally found at lower elevations. Known sites along Siskiyou crest and near Hyatt Lake.
LI	<i>Calicium quercinum</i>			STR	LOW. Grows on trunks of oaks at low to moderate elevations. No known sites in SW OR.

VA	<i>California macrophylla</i>			SEN	PRESENT. Known sites documented in Study Area prior to 2017 survey efforts.
VA	<i>Callitriche marginata</i>			SEN	MODERATE. Primarily a species of vernal pool habitats in SW OR. Could exist in seasonal pond in east part of Study Area or vernal pools undetected during desktop analysis.
VA	<i>Calochortus greenii</i>		SC	SEN	LOW. Habitat includes clay soils in meadows, shrub communities, and other areas of exposure as low as 2400' elevation. However, all known sites in SW OR are in the Klamath watershed south of the Siskiyou crest.
VA	<i>Calochortus monophyllus</i>			SEN	MODERATE. One known site upslope of the Study Area, higher in elevation, in forest on the south side of Grizzly Peak. Can grow as low as 1300' elevation.
VA	<i>Calochortus nitidus</i>			STR	LOW. Habitat includes meadows. One known site near Greensprings, although it is much higher in elevation than the Study Area.
BR	<i>Campylopus subulatus</i>			STR	LOW. Found from sea level to moderate elevations. Known sites in Josephine County. Prefers areas without human-induced disturbance or heavy plant competition.
VA	<i>Carex comosa</i>			SEN	LOW. Found in wet areas from sea level to 1200'. Nearest known site is historic, found along the Rogue River.
VA	<i>Carex crawfordii</i>			STR	MODERATE. Found at pond and lake margins that dry up in summer, from sea level to moderate elevations. Rumored site near Grizzly Peak.
FU	<i>Cazia flexiascus</i>			STR	MODERATE. Associates with <i>Quercus garryana</i> and other hardwoods. Known sites in Rogue Valley vicinity.
VA	<i>Cheilanthes covillei</i>			SEN	MODERATE. Rock crevices at a variety of elevations and plant communities. Known sites in Jackson County near Heppsie Mt.
VA	<i>Cheilanthes intertexta</i>			SEN	MODERATE. Rock crevices at a variety of elevations and plant communities. Known sites throughout Jackson County.
VA	<i>Chlorogalum angustifolium</i>			SEN	MODERATE. Clay soils of dry areas with high light exposure at lower elevations. Widely scattered known sites in Jackson and Josephine counties.
FU	<i>Clavariadelphus occidentalis</i>			SM-B	LOW. Typically a species of mixed and coniferous forests, although it is rarely found in hardwood communities. Many known sites in southern Oregon.
FU	<i>Clavariadelphus subfastigiatus</i>			STR	LOW. Typically a species of mixed and coniferous forests, although it is rarely found in hardwood communities. Three known sites in SW OR.
LI	<i>Collema quadrifidum</i>			STR	PRESENT. Prefers <i>Quercus garryana</i> trunks at low to moderate elevations. Many known sites in Jackson County.
VA	<i>Cryptantha milo-bakeri</i>			SEN	MODERATE. Rocky or gravelly slopes at low to moderate elevations. Known sites in Jackson (Applegate area) and eastern Josephine counties.
VA	<i>Cyperus acuminatus</i>			SEN	LOW. Found at vernal pools, seasonal ponds, ditches, and other wet areas at low elevations. The only previously known sites in SW OR are historic and near Grants Pass.
VA	<i>Delphinium nudicaule</i>			SEN	LOW. Grows in well-drained areas (often talus or gravel) and along river banks and low to moderate elevations. Known sites in Jackson and Josephine counties.

FU	<i>Dendrocollybia racemosa</i>			STR	MODERATE. Found on decayed remains of other mushrooms in a variety of habitats (including hardwood and shrub communities) at low to moderate elevations. Known sites in Jackson (mostly near Shady Cove) and Josephine counties, including one at French Flat found under manzanita.
BR	<i>Didymodon norrisii</i>			STR	MODERATE. Habitat includes a variety of rock substrates in a variety of plant communities from low to moderate elevations. Known sites in Jackson County near Siskiyou Summit and Shady Cove.
VA	<i>Diplacus bolanderi</i>			SEN	MODERATE. Grassy areas and openings in chaparral from low to moderate elevations. Observed in areas of disturbance. Known sites in Applegate Valley.
VA	<i>Diplacus congdonii</i>			SEN	MODERATE. Oak woodlands, grassy areas, and openings in chaparral from low to moderate elevations. Known sites in Applegate Valley.
BR	<i>Entosthodon californicus</i>			STR	MODERATE. Found on clay soils in seasonally wet areas, often associated with disturbance. Known sites at Table Rocks.
BR	<i>Entosthodon fascicularis</i>			SEN	MODERATE. Found on a variety of soils in seasonally wet areas, often associated with disturbance. Known sites near Grants Pass.
BR	<i>Ephemerum crassinervium</i>			SEN	MODERATE. Found on a variety of soils in seasonally wet areas, often associated with disturbance; one Jackson County site was found in water-filled cow tracks. Known sites in Jackson and Josephine counties.
VA	<i>Ericameria arborescens</i>			SEN	LOW. Dry forest, hardwood and shrub communities at low to moderate elevations, often in foothills. Only known sites in OR are in western Curry County; however, it is found throughout CA in a variety of habitats.
VA	<i>Erigeron cervinus</i>			SEN	LOW. Prefers rocky areas, but also grows in open areas. Usually at moderate to higher elevations. Occasionally found in vernal wet areas at lower elevations. Nearest known site is in Josephine County.
VA	<i>Eschscholzia caespitosa</i>			SEN	LOW. Dry, often brushy areas at lower elevations. Nearest known sites are near Glendale and Hellgate.
VA	<i>Eucephalus vialis</i>		ST	SEN	MODERATE. Low to moderate elevation ecotones, but generally involving coniferous and mixed forest.
VA	<i>Fritillaria eastwoodiae</i>			STR	LOW. Dry slopes. Rumored sites at Lower Table Rock and near Gold Hill, otherwise no sites in close proximity.
VA	<i>Fritillaria gentneri</i>	FE	SE	SEN	HIGH. Low to high elevation ecotones, mixed forests, shrub communities. Study Area is well within species range and known sites are in relatively close proximity.
VA	<i>Hackelia bella</i>			SEN	LOW. Moderate to higher elevations. Known from Table Mountain and Grizzly Peak vicinity, but at higher elevations.
VA	<i>Horkelia tridentata</i> ssp. <i>tridentata</i>			SEN	LOW. Dry areas, typically in open forest, on granitic or other igneous soils, at low to high elevations. Known sites are in Ashland Watershed, although these are higher elevation than the Study Area, found exclusively on granite, and favor ridgelines.
VA	<i>Juncus kelloggii</i>			STR	LOW. Vernal pools, springs, meadows at low elevations. ORBIC lists a known site in Josephine County.
LI	<i>Leptogium burnetiae</i>			STR	MODERATE. Found on <i>Quercus garryana</i> trunks at low to moderate elevations. Nearest known verified site is near Shady Cove; another unverified site exists near Buckhorn Springs.

VA	<i>Limnanthes alba ssp. gracilis</i>		SC	SEN	LOW. Wet meadows, streamsides, ditches, cliff bases at typically low elevations. Only one known site in Jackson County, found near City of Rogue River.
VA	<i>Limnanthes floccosa ssp. bellingeriana</i>		SC	SEN	MODERATE. Vernal wet areas with high light exposure, from low to moderate elevations. Many known sites in Cascades of Jackson County.
VA	<i>Limnanthes pumila ssp. grandiflora</i>	FE	SE	SEN	LOW. Vernal pool habitat, but endemic to Agate Desert.
VA	<i>Limnanthes pumila ssp. pumila</i>		ST	SEN	LOW. Vernal pool habitat, but endemic to Table Rocks.
VA	<i>Lomatium cookii</i>	FE	SE	SEN	LOW. Vernal moist habitats, often vernal pools. Known from two concentrations of populations: one in the Agate Desert, the other in the Illinois Valley.
VA	<i>Meconella oregana</i>		SC	SEN	MODERATE. Found in a variety of plant communities, often vernal moist, usually with moderate to high light exposure, at low elevations. Known populations near Medford, Jacksonville, Applegate.
VA	<i>Microseris douglasii ssp. douglasii</i>			STR	LOW. Meadows with heavy clay soils. The only known site in Oregon was near Ashland but has not been seen since the late 1800's and is presumed extirpated.
VA	<i>Nemacladus capillaris</i>			SEN	MODERATE. Dry slopes at a variety of elevations. In SW OR, prefers meadow edges in areas of higher percentages of bare mineral soil. Multiple known sites in Cascades of Jackson County, especially in CSNM.
BR	<i>Orthotrichum bolanderi</i>			STR	MODERATE. Rock features at low to moderate elevations in a variety of plant communities. Known sites near Sampson Creek and Medford.
BR	<i>Orthotrichum euryphyllum</i>			STR	MODERATE. Rocks in seasonal drainages, usually with moderate to high light exposure. Known sites throughout much of the Cascades of southern OR.
BR	<i>Orthotrichum hallii</i>			STR	MODERATE. Rock features at low to moderate elevations in a variety of plant communities. Known sites near Medford.
VA	<i>Pellaea andromedifolia</i>			SEN	MODERATE. Rocky areas at low to moderate elevations. Known sites in Jackson and Josephine counties.
LI	<i>Peltigera pacifica</i>			SM-E	LOW. Typically in coniferous or mixed forests, but can be found in a variety of habitats. Known site in Ashland Watershed; several more in western Jackson County.
LI	<i>Peltula euploca</i>			STR	MODERATE. Rocky areas (basalt, andesite) at lower elevations. Known sites at Upper Table Rock, Applegate Valley, CSNM, Horseshoe Ranch.
BR	<i>Phymatoceros phymatodes</i>			SEN	LOW. Mineral soil substrates that remain wet late into summer. Multiple sites on Medford BLM lands in SW OR.
VA	<i>Pilularia americana</i>			SEN	MODERATE. Vernal wet habitats including vernal pools and pond margins. Known sites at Table Rocks.
VA	<i>Pinus sabiniana</i>			STR	LOW. Foothill woodlands at low to moderate elevations. Common in the Trinity Mountains and elsewhere in CA; very rare in OR as natural sites, but is frequently planted as an ornamental.
VA	<i>Plagiobothrys austinae</i>			SEN	MODERATE. Vernal wet areas, such as seeps and ephemeral drainages, typically in meadows, at low to moderate elevations. Known sites at Table Rocks and Cascades of Jackson County.

VA	<i>Plagiobothrys figuratus ssp. coralliscarpus</i>		SC	SEN	MODERATE. Vernal wet areas, often rocky, in meadows at low to moderate elevations. Known sites near Greensprings, Medford, Grants Pass.
VA	<i>Plagiobothrys greenei</i>			SEN	MODERATE. Vernal wet areas, such as seeps and ephemeral drainages, typically in meadows, at low to moderate elevations. Known sites in the Cascades of Jackson County.
VA	<i>Plagiobothrys lamprocarpus</i>		SE	STR	LOW. Assumed habitat is vernal wet areas with higher light exposure. Known only from one historic site near Grants Pass (1921) and is assumed extinct.
BR	<i>Porella bolanderi</i>			SEN	MODERATE. Rock outcrops in oak woodlands. Known sites in Ashland Watershed and Cascades of Jackson County.
FU	<i>Psathyrella quercicola</i>			STR	MODERATE. Grows on <i>Quercus garryana</i> at low elevations. Known sites from Jackson and Josephine counties, including the type locality.
BR	<i>Racomitrium depressum</i>			SEN	LOW. Rocks along ephemeral drainages with high light exposure, mostly at moderate to higher elevations in southern OR. Known sites near Howard Prairie.
VA	<i>Rafinesquia californica</i>			SEN	MODERATE. Meadows and post-burn areas in variety of communities from low to high elevations. Large, robust populations were previously found throughout the Squire and Quartz Fire areas in the Applegate.
VA	<i>Ranunculus austro-oreganus</i>		SC	SEN	PRESENT. Known sites documented in Study Area prior to 2017 survey efforts.
VA	<i>Rhamnus ilicifolia</i>			SEN	MODERATE. Chaparral and oak woodlands from low to moderate elevations. Several sites known along the CA border in CSNM and near Applegate Ranger Station.
VA	<i>Rhynchospora alba</i>			SEN	LOW. Wet areas from low to high elevations. Known sites in southern OR are moderate to high elevation, often associated with <i>Sphagnum</i> .
VA	<i>Ribes divaricatum var. pubiflorum</i>			SEN	LOW. Wet areas and forest edges. Multiple known sites west of Grants Pass.
VA	<i>Romanzoffia thompsonii</i>			SEN	LOW. Vernal wet areas, such as seeps and springs, on steep slopes with high light exposure. Known SW OR sites are near Flounce Rock at ~4000' elevation.
FU	<i>Sarcodon fuscoindicus</i>			STR	LOW. Typically found in coniferous forests but occasionally in hardwoods. Widely scattered across western OR, including one site in northern Jackson County.
BR	<i>Schistidium cinclidodonteum</i>			SEN	MODERATE. Rocks in seasonal drainages, usually with moderate to high light exposure. Known sites throughout much of the Cascades of southern OR.
VA	<i>Scirpus pendulus</i>			SEN	MODERATE. Wet areas in a variety of plant communities from low to moderate elevations. Known site near Grizzly Peak.
VA	<i>Sidalcea hickmanii ssp. petraea</i>			SEN	LOW. Dry shrub communities on ridges. One known site: Sams Valley
VA	<i>Solanum parishii</i>			SEN	MODERATE. Found in a variety of dry plant communities at a variety of elevations. Known sites throughout much of Jackson County.
FU	<i>Spathularia flavida</i>			SM-B	LOW. Typically found in coniferous forests and only rarely in hardwoods. Numerous known sites in Jackson County.

VA	<i>Tetrapteron graciliflorum</i>			SEN	MODERATE. Meadows, shrub communities, oak woodlands at low to moderate elevations. Known sites in CSNM, Applegate vicinity, and elsewhere in Jackson County.
BR	<i>Trichostomum tenuirostris</i> var. <i>tenuirostris</i>			STR	LOW. Various moist substrates in various plant communities at a wide variety of elevations. Known site near Wagner Butte is in coniferous forest.
VA	<i>Triteleia ixioides</i> ssp. <i>scabra</i>			STR	LOW. Foothill meadows and woodlands, in clay and granitic soils.
LI	<i>Umbilicaria hirsuta</i>			STR	MODERATE. Rock features in a variety of exposures in a variety of elevations. Known sites in CSNM, near Lake of the Woods, near Wimer.
VA	<i>Wolffia borealis</i>			SEN	LOW. Areas of stagnant water such as ponds, lakes. Known sites at Parsnip Lakes in CSNM, and Sharron Fen, both at ~4500' elevation.
VA	<i>Wolffia columbiana</i>			SEN	LOW. Areas of stagnant water such as ponds, lakes. Known site near Gold Hill.

¹ VA = vascular plant, BR = bryophyte, LI = lichen, FU = Fungus

² Federally Listed Species: FE = Endangered, FT = Threatened, SOC = Species of Concern. Oregon Department of Agriculture: SE = Endangered, ST = Threatened, SC = Candidate. STR = Strategic, SEN = Sensitive. S/M Category definitions: Category A = Manage all known sites; pre-disturbance surveys practical, strategic surveys. Category B = Manage all known sites; pre-disturbance surveys not practical and not applicable; strategic surveys; equivalent effort surveys required for most bryophytes, lichens and fungi for habitat-disturbing projects in old growth. Category C = Manage high-priority sites; pre-disturbance surveys practical; strategic surveys. Category D = Manage high-priority sites; pre-disturbance surveys not practical or not necessary; strategic surveys. Category E = Manage all known sites; pre-disturbance survey not applicable; strategic surveys. Category F = known site management and pre-disturbance surveys not applicable; strategic surveys

Table 2: Special status birds, mammals, reptiles, and amphibians

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
Amphibians			
Northern red-legged frog <i>Rana aurora</i>	SOC SV, CS 4	Prefers cool and calm or still waters of streams, marshes or ponds, often near or in moist forests. Breed in winter and early spring laying eggs attached to stems of emergent vegetation or submerged branches in permanent water bodies. Highly terrestrial outside of the breeding season. Known historically from Jackson County including records in the Lower Rogue and Applegate watersheds.	Low. Suitable habitat for this species exists along the drainage in the middle of the Study Area and in adjacent wetlands areas; however, it is overall of marginal quality for this species (not within humid woodlands).
western toad <i>Anaxyrus boreas boreas</i>	- SV, CS 4	Historically found throughout Jackson County near aquatic sites (streams, rivers, lakes, ponds, and springs). Occurs in a wide variety of habitats as long as there is suitable aquatic habitat for breeding and is adapted to agricultural environments such as vegetated irrigation canals.	Moderate. Suitable habitat for this species exists along the drainage in the middle of the Study Area and in adjacent wetlands areas; however, this species has disappeared from much of its original range and is now uncommon.
Reptiles			
California kingsnake <i>Lampropeltis californiae</i>	SOC SV 4	Found in a wide variety of habitats. In Oregon, it occurs along the Rogue and Umpqua river valleys, often in dense vegetation along watercourses but also in farmland, chaparral, and deciduous and mixed conifer woodlands.	Moderate. There is suitable habitat in the Study Area and there are historic records of this species in the region.
California mountain kingsnake <i>Lampropeltis zonata</i>	SOC SV, CS 4	Found in a diversity of habitats often pine forests, oak woodlands, and chaparral; commonly in open wooded areas near streams.	Moderate. There is suitable habitat in the Study Area and there are historic records of this species in the region.
western rattlesnake <i>Crotalus oreganus</i> ssp. <i>oreganus</i>	- SC 4	Occurs in a variety of habitats from deserts to chaparral to open forests, usually near rocks, cliffs, or downed logs.	Present. There is suitable habitat for this species in the Study Area and they were observed in the Study Area during surveys.
Birds			
white-tailed kite <i>Elanus leucurus</i>	- - 4	Lower elevation grasslands, agricultural areas, meadow, oak woodlands, riparian woodlands, marshes and wetlands; nest in trees or tall shrubs. Breeding season is approximately February to July.	Present. This species was observed flying over the Study Area and hunting nearby on several occasions during the breeding season (early May). No nest was observed in the Study Area and there is only limited suitable nesting trees/shrubs available within the Study Area; most likely this bird was nesting nearby, possibly in the trees growing on the adjacent property to the east.

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
bald eagle <i>Haliaeetus leucocephalus</i>	BCC SV 4	This species is usually found near water and breeds in forested areas adjacent to large bodies of water. Nests in trees, rarely on cliff faces and on the ground in treeless areas.	Present (assumed). There is no suitable nesting habitat for this species in the Study Area, though it is fairly common to the greater region. A bald eagle was recorded in the Study Area on April 29, 2016 and on January 4 and 25, 2014 (eBird 2017).
ferruginous hawk <i>Buteo regalis</i>	SOC SV, CS 4	A rare, but regular winter visitor to Jackson County. Prefers flat, rolling grasslands or shrubsteppe regions including sagebrush shrublands, and edges of western juniper and pinyon-juniper woodlands and other forests. Breeds in northeastern Oregon and found year-round in southeastern Oregon.	Present (assumed). A ferruginous hawk was observed in the Study Area on February 27, 2017 (eBird 2017).
golden eagle <i>Aquila chrysaetos</i>	- - 4	Inhabits a wide variety of open and semi-open habitat types including grasslands, shrublands, woodlands, and coniferous forests. Often nests on cliffs bordering rivers, will also nest in trees, on ground, on river banks, and on human-made structures.	Present (assumed). There is suitable foraging habitat for this species in the Study Area though it would be unlikely to nest there due to a lack of preferred nesting habitat. Two golden eagles were observed in the Study Area on March 4, 2016 and on January 4, 2014 and one was observed in the Study Area on January 25, 2014 (eBird 2017).
short-eared owl <i>Asio flammeus</i>	BCC (year-round) CS 3	Inhabits open terrain, most often marshes, but also grasslands, dunes, agricultural fields, meadows, and pastures. Breeding season is typically from April to August.	Low. Suitable habitat exists in the Study Area; however, this species is a rare to irregular visitor to Jackson County during the non-breeding season (November - April).
burrowing owl <i>Athene cunicularia</i>	SOC SC, CS 4	Habitat includes deserts, open grasslands, shrublands, and other open areas such as vacant lots near human habitation or airports. Nests in abandoned mammal burrows. They have disappeared from the Rogue Valley and are rare in Jackson County, though they once were considered common.	Low. The Study Area contains suitable habitat for this species; however burrowing owls are not currently known to breed in Jackson County and are considered a rare to irregular visitor during the non-breeding season (October - April).
common nighthawk <i>Chordeiles minor</i>	- CS 4	Forage over wide variety of habitats throughout the state. Nest on bare ground in open areas. Breeding season is typically June to August.	Moderate. Species may forage over the Study Area, only reside in the Rogue Valley during the breeding season; unlikely to nest in the Study Area because of limited bare ground.

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
rufous hummingbird <i>Selasphorus rufus</i>	BCC (breeding)	Breed in the Rogue Valley, typically in open forest near meadows and riparian thickets in mountainous areas. Breeding typically begins anywhere from April to July, depending on elevation.	Moderate. This species is common in the region however the habitat in the Study Area is only marginally suitable breeding habitat for this species.
Lewis's woodpecker <i>Melanerpes lewis</i>	SOC/BCC (year-round) SC, CS 2	Typically inhabits open forests at lower elevations. Nests in white oak, ponderosa pine, mixed oak-pine, and cottonwood riparian woodlands of eastern Oregon (also in the Klamath River drainage). Common in the Rogue Valley from November through March.	Present (assumed). Limited suitable habitat for this species occurs in the Study Area and it is likely to pass through the Study Area during winter foraging. There is a record of six Lewis's woodpeckers in the Study Area from January 4, 2014 (eBird 2017).
acorn woodpecker <i>Melanerpes formicivorus</i>	SOC CS 4	Occur in oak woodlands, mixed oak-pine woodlands and oak savannah. Primary food is acorns. Very common resident in the Rogue Valley.	Present. This species was detected in the Study Area in the oak woodland area during the breeding season (May) and may nest within the Study Area or nearby.
American peregrine falcon <i>Falco peregrinus</i>	BCC (breeding) SV, CS 4	Inhabits a variety of open habitats. Nests on cliff ledges, or buildings or bridges, usually near water. Breeding season is approximately March through August.	Present. This species was observed flying through the Study Area during the breeding season (early May); there is no suitable nesting habitat within the Study Area, but this species may nest on nearby cliffs.
little willow flycatcher <i>Empidonax trailii brewsteri</i>	- SV, CS 4	Breeds in willows and other riparian vegetation along stream courses, lakes and marshes, also in thickets at edges of forest clearings or fields in proximity to water. Breeding season is typically June to August.	Low. This species is a fairly common migrant but a rare and irregular breeder in Jackson County. The habitat in the Study Area is marginal for this species and it is unlikely to occur.
loggerhead shrike <i>Lanius ludovicianus</i>	BCC (year- round) CS 4	This species occurs in open habitats with shrubs and trees for perching and nesting.	Low. The Study Area contains suitable habitat for this species; however this species is not known to breed in Jackson County and considered a rare and irregular visitor during the non-breeding season.

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
streaked horned lark <i>Eremophila alpestris strigata</i>	T SC, CS 1	Nest where there is little or no vegetation including sparsely vegetated agricultural areas, pastures, grasslands, shrublands, playa margins, and alpine areas. Wintering habitats used are very similar to breeding habitats. Breeding season is March to August. The streaked horned lark has been extirpated throughout much of its range, including the Rogue Valley. Although this subspecies was known as a common permanent resident of the Rogue Valley in the early 1900s, the last confirmed breeding record was in 1976. Horned larks are currently only expected as rare and irregular visitors to Jackson County during the non-breeding season (September to February); however, these birds could be any of the four subspecies which frequently form mixed flocks in winter (only <i>E. a. strigata</i> breeds west of the Cascades). A flock of wintering streaked horned larks was confirmed in the Rogue Valley in winter 2015-2016 (USFWS 2016).	Low. There is suitable habitat in the Study Area for this subspecies which used to be a permanent resident of the Rogue Valley, but is currently considered to be extirpated. There is some likelihood that this subspecies could occur in the Study Area in the winter.
purple martin <i>Progne martin</i>	SOC SC, CS 2	Forage in open areas on the wing. Nest in cavities, often using woodpecker nest holes or nest boxes. Breeding season habitat typically open areas (open forest, open water, large meadows, fire scars in forests, or open areas near cities and towns) near to nest cavities (in trees, nest boxes, or crevices in cliffs or buildings).	Moderate. The Study Area has suitable foraging habitat adjacent to limited suitable nesting habitat for this species which is known to breed near the Study Area (breeding birds observed 2015-2017 off Valley View Road approximately two miles to the northwest [eBird 2017]). There is a record from July 26, 2013 of a juvenile hawking insects along an irrigation ditch off Butler Creek Road (mapped location is approximately 0.5 mile west of the northwest corner of the Study Area) (eBird 2017).
oak titmouse <i>Baeolophus inornatus</i>	BCC (year-round) - -	Common resident of the Rogue Valley in oak, mixed oak-pine, and oak-riparian woodlands and in mature chaparral communities. Nest in cavities, usually abandoned woodpecker holes or digs its own nest in soft wood (less common).	Present. This species was detected in the Study Area in the oak woodland area during the breeding season (May) and may nest within the Study Area.

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
slender-billed nuthatch <i>Sitta carolinensis</i> <i>aculeata</i>	- SV, CS 3	This subspecies of white-breasted nuthatch generally inhabits the wooded slopes of the major interior valleys west of the Cascades and is a common resident of the Rogue Valley. Inhabits lower elevation deciduous, mixed conifer-deciduous, oak, ponderosa pine, and juniper woodlands. Nests in natural tree cavities or abandoned woodpecker holes.	Present. This species was detected in the Study Area in the oak woodland area during the breeding season (May) and may nest within the Study Area.
golden-crowned kinglet <i>Regulus satrapa</i>	- - 4	Common breeding bird in coniferous forest habitats in Jackson County; often come down in elevation in winter.	High. The Study Area is not suitable breeding habitat for this species, however they are common in the region and could be encountered in the Study Area anytime outside of nesting season.
western bluebird <i>Sialia mexicana</i>	- SV, CS 4	Common nesting bird in Jackson County; occupy a variety of habitats including farms, parks, open woodlands (riparian, oak, and oak-ponderosa pine); require cavities for nesting and typically use abandoned woodpecker holes, natural cavities, or nest boxes.	Present (assumed). There are multiple eBird records of the species in the Study Area. One record is during the breeding season (May 21) and this species would be likely to nest in the Study Area where suitable nesting cavities exist (eBird 2017).
chipping sparrow <i>Spizella passerina</i>	- CS 4	Common breeding bird in Jackson County. Typically found in open woodlands, savannahs, and openings in forests. Most birds have arrived by mid-April and depart by September; rare or irregular in the non-breeding season, though some birds are likely resident.	Present. This species was detected at the eastern edge of the Study Area near the end of North Mountain Avenue in early May; the Study Area may contain some marginally suitable nesting habitat.
Oregon vesper sparrow <i>Pooecetes gramineus</i> <i>affinis</i>	SOC SC, CS 2	This subspecies of vesper sparrow breeds west of the Cascades in Oregon. In Jackson County, it is an uncommon to fairly common summer resident in mountain grasslands; typically arriving in April and departing between July and October. A range-wide inventory and habitat assessment conducted in 2015 found birds to be notably absent from lower elevation grasslands and pasturelands in the Rogue Valley (where they are common in the Umpqua Valley); all detections in the Rogue Basin were above 2,000 feet and were primarily in montane meadows (Altman 2015).	Low. Although the Study Area is suitable habitat for this species, it appears to prefer higher elevation grasslands in the region and has a only low likelihood to occur.
grasshopper sparrow <i>Ammodramus</i> <i>savannarum</i>	-- SV, CS 2	Generally inhabit short to mid-height, open to moderately open grasslands, sometimes with scattered shrubs, and prefer large tracts of habitat to small	Present. This species was thoroughly documented in the Study Area in a study completed by the Klamath Bird Observatory

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
		ones. Many pairs often nest close to each other because of limited suitable habitat; territory sizes between one and four acres have been documented. Birds nest on the ground below a dome of grass; frequently have two broods; nesting typically occurs from April to August. A summer resident of limited distribution in Jackson County.	(KBO) in 2016 which found 32 singing males in the Study Area (Stephens 2016). The grasshopper sparrow survey conducted by Pacific Crest Consulting in 2017 also documented 32 singing males in roughly the same locations (Figure 8). An informal survey conducted by KBO in 2014 found 20 grasshopper sparrows mostly in the same area (Stephens 2016).
yellow-breasted chat <i>Icteria virens</i>	SOC CS 4	A summer resident found in brush and thickets in open areas and understory of riparian woodlands along streams. They typically arrive in southern Oregon in May and depart in September. Nest in cups build in dense thickets.	Present. This species was observed in the Study Area along the small drainage in the center of the property as well as the TID in early May and is likely to nest in suitable habitat within the Study Area and nearby. Brush along the TID in the western portion of the Study Area (and likely along the entire length) was mowed this year sometime between mid-May and mid-June (C. Scott pers. observation), removing some of the suitable nesting habitat for chats in this area.
western meadowlark <i>Sturnella neglecta</i>	- CS 4	Very common summer resident in Jackson County and fairly common in winter as well when it may form small flocks. Inhabits open grasslands, pastures, some agricultural fields, meadows, and sometimes open woodlands. Nests are in depressions on the ground under domes of grass; territories sizes reported between several and 10+ acres.	Present. The most commonly encountered species during surveys of the Study Area conducted by Pacific Crest Consulting. Known to breed throughout most of the Study Area where suitable habitat is abundant, particularly above the TID.
tricolored blackbird <i>Agelaius tricolor</i>	BCC (breeding) -- 2	Uncommon to fairly common summer resident (rare but regular year-round resident); though typically resident in most of their range, most birds migrate to Oregon to breed. Prefer freshwater marshes with emergent vegetation or thickets for nesting; often nest in Himalayan blackberry shrubs around wetlands. They breed in colonies, often alongside red-winged blackbirds (may fly as far as four miles from nesting site to forage).	Present. Observed on one occasion (April 29) on the west side of the Study Area below the TID. The latest being from May 1, 2017 where five tricolored blackbirds were observed in the Study Area (eBird 2017). There is suitable nesting habitat in the southern portion of the Study Area for this species and it may breed there or nearby.
Mammals			

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
Townsend's big-eared bat <i>Corynorhinus townsendii</i>	SOC SC, CS 2	Known to occur in many habitats but typically inhabits forested regions west of the Cascades. Uses caves, abandoned mines, buildings, and tunnels as roosts.	Low. There is no roosting habitat in the Study Area and this species is not anticipated to forage over the site.
pallid bat <i>Antrozous pallidus</i>	SOC SV, CS 2	This species inhabits a variety of habitats, typically shrublands and woodlands of arid regions but also open woodlands and forests (ponderosa pine, oak), preferably near water. They use narrow crevices in caves, mines, buildings and, less often, rock or debris piles and hollow trees for roosting; night roosts include abandoned buildings, rock overhangs, and bridges.	Moderate. This species may forage in the Study Area; the Study Area does contain some roosting habitat (hollow trees, rock piles), but lacks their more preferred sites (caves, bridges).
hoary bat <i>Lasiurus cinereus</i>	- SV, CS 4	Forest-dweller, day roosts in trees, resides in coniferous and deciduous forests and forages along riparian corridors and brushy areas.	Low. Suitable habitat exists in the limited oak woodland portion of the Study Area and this species may forage along Butler Creek.
California myotis <i>Myotis californicus</i>	- SV, CS 4	This bat typically forages over or near open water; it uses cliff faces, tree crevices, or caves for roosting. Seeks shelter after foraging during active season (does not use fixed roosts), and hibernates during winter in northwest.	Moderate. Suitable foraging and roosting habitat in the Study Area.
long-eared myotis <i>Myotis evotis</i>	SOC - 4	Generally associated with forested habitats or forest edges west of the Cascades; forages in openings in dense forest, between trees in open forest, and over willow-lined streams; roosts in wide variety of refugia including buildings, caves, mines, bridges, hollow trees, loose bark, and rock crevices.	Low. Suitable habitat exists near to the Study Area and this species may forage along Butler Creek. Not expected to roost in the Study Area
little brown myotis <i>Myotis lucifugus</i>	- - 4	Closely associated with water; found in moist forests or riparian woodlands. Commonly roost in structures and maternity colonies often located in structures, caves, or hollow trees; they hibernate in caves.	Low. Limited suitable habitat in the Study Area.
fringed myotis <i>Myotis thysanodes</i>	SOC SV, CS 2	Found in a wide variety of habitats but seems to have a presence for forests or riparian areas; roosts in caves, mines, buildings.	Low. Limited suitable habitat in the Study Area.
long-legged myotis <i>Myotis volans</i>	SOC SV, CS 4	Typically occurs in forests, but also in some desert and riparian habitats. Uses buildings, hollow trees and crevices in rock outcrops for maternity roosts. Uses caves and mines for winter roosts.	Low. Suitable habitat exists in the limited oak woodland portion of the Study Area.

Common Name <i>Scientific Name</i>	Status ¹ USFWS STATE ORBIC	Habitat and Ecology	Likelihood to Occur in the Study Area
Yuma myotis <i>Myotis yumanensis</i>	SOC - 4	Highly associated with water; typically forages over open water such as rivers, lakes, ponds. Establish large colonies in buildings, mines, caves and bridges and also take solitary refuge in buildings, tree bark/crevices. In western Oregon, mostly found in Douglas-fir forests, Sitka spruce forest and oak and ponderosa pine woodlands.	Low. Limited suitable habitat in the Study Area.
Brazilian free-tailed bat <i>Tadarida brasiliensis</i>	- - 4	Colonial species that appears to be a permanent resident in Oregon; roosts frequently include caves, hollow trees, and buildings; colonies can be very large. Noted to be common to the Ashland area (Verts and Carraway 1998).	Moderate. May forage in the Study Area; less likely to roost in the Study Area due to lack of large roosting areas preferred by this species (caves, barns), but could roost in the limited oak woodland habitat or in structures nearby.
western gray squirrel <i>Sciurus griseus</i>	- CS 4	Generally inhabits oak woodlands, also mixed forests with hardwoods and conifers, as well as riparian areas and urban parks and orchards adjacent to natural habitats.	Moderate. Suitable habitat exists in the limited oak woodland portion of the Study Area; this species is locally common.
black-tailed jackrabbit <i>Lepus californicus</i>	- - 4	This species is found in open habitats including grasslands, shrubland, pastures, fields, and edges of forests.	Present. This species was observed in a field adjacent to the Study Area and there is suitable habitat throughout the Study Area for this species.
gray wolf <i>Canis lupus</i>	E CS 2	Occur over a wide-variety of habitats, though closely associated with dense coniferous forests west of the Cascades. Wolf territories ranging in size from 25 square miles to more than 1,000 square miles have been reported.	Low. Evidence of gray wolves has been documented as near as approximately 15 miles east of the Study Area (Keno Unit) near Howard Prairie as recently as 2017; gray wolves could hunt in the Study Area but would not be expected to reside there (ODFW 2017c).

¹ Status Code Definitions:**USFWS and STATE:****E:** Endangered**T:** Threatened**C:** Candidate**SOC:** Species of Concern**BCC:** Bird of Conservation Concern**SC:** Sensitive - Critical. SC species are imperiled with extirpation from a specific geographic area of Oregon because of small population sizes, habitat loss or degradation, and/or immediate threats.**SV:** ODFW Sensitive - Vulnerable. SV species are facing one or more threats to their populations and/or habitats.**CS:** ODFW Oregon Conservation Strategy (CS) Species**ORBIC:****List 1:** Taxa that are threatened with extinction or presumed to be extinct throughout their entire range.**List 2:** Taxa that are threatened with extirpation or presumed to be extirpated from the state of Oregon.**List 3:** Taxa for which more information is needed before status can be determined, but which may be threatened or endangered in Oregon or throughout their range.**List 4:** Taxa which are of conservation concern but are not currently threatened or endangered.

Table 3: ODA list of noxious weeds

Common Name	Scientific Name	ODA List
Velvetleaf	<i>Abutilon theophrasti</i>	B
Biddy-biddy	<i>Acaena novae-zelandiae</i>	B
Russian* knapweed	<i>Acroptilon repens</i>	B
Jointed goatgrass	<i>Aegilops cylindrica</i>	B
Ovate goatgrass	<i>Aegilops ovata</i>	A
Barbed goatgrass	<i>Aegilops triuncialis</i>	A, T
Quackgrass	<i>Elymus repens</i> (<i>Agropyron r.</i>)	B
Tree of Heaven	<i>Ailanthus altissima</i>	B
Camelthorn	<i>Alhagi maurorum</i> (<i>A. pseudalhagi</i>)	A
Garlic mustard	<i>Alliaria petiolata</i>	B, T
Yellowtuft	<i>Alyssum murale</i> , <i>A. corsicum</i>	A, T
Ragweed	<i>Ambrosia artemisiifolia</i>	B
Skeletonleaf bursage	<i>Ambrosia tomentosa</i>	A
Indigo bush	<i>Amorpha fruticosa</i>	B
Common bugloss	<i>Anchusa officinalis</i>	B, T
Hoary alyssum	<i>Berteroa incana</i>	A, T
False brome	<i>Brachypodium sylvaticum</i>	B
White bryonia	<i>Bryonia alba</i>	A
Butterfly bush	<i>Buddleja davidii</i> (<i>B. variabilis</i>)	B
Flowering rush	<i>Butomus umbellatus</i>	A, T
Plumeless thistle	<i>Carduus acanthoides</i>	A, T
Smooth distaff thistle	<i>Carduus baeticus</i>	A
Wetted thistle	<i>Carduus crispus</i>	A, T
Musk* thistle	<i>Carduus nutans</i>	B
Italian* thistle	<i>Carduus pycnocephalus</i>	B
Slender-flowered* thistle	<i>Carduus tenuiflorus</i>	B
Smooth distaff thistle	<i>Carthamus lanatus</i> ssp. <i>creticus</i> (<i>C. baeticus</i>)	A
Woolly distaff thistle	<i>Carthamus lanatus</i>	A, T
Purple starthistle	<i>Centaurea calcitrapa</i>	A, T
Diffuse* knapweed	<i>Centaurea diffusa</i>	B
Iberian starthistle	<i>Centaurea iberica</i>	A, T
Meadow* knapweed	<i>Centaurea pratensis</i>	B
Yellow starthistle*	<i>Centaurea solstitialis</i>	B, T
Spotted* knapweed	<i>Centaurea stoebe</i> (<i>C. maculosa</i>)	B, T
Squarrose knapweed	<i>Centaurea virgata</i>	A, T
Rush skeletonweed*	<i>Chondrilla juncea</i>	B, T
Canada* Thistle	<i>Cirsium arvense</i>	B
Bull* thistle	<i>Cirsium vulgare</i>	B
Old man's beard	<i>Clematis vitalba</i>	B
Poison hemlock	<i>Conium maculatum</i>	B

Field bindweed*	<i>Convolvulus arvensis</i>	B
Jubata grass	<i>Cortaderia jubata</i>	B
Common crupina (bearded creeper)	<i>Crupina vulgaris</i>	B
Japanese dodder	<i>Cuscuta japonica</i>	A
Houndstongue	<i>Cynoglossum officinale</i>	B
Yellow nutsedge	<i>Cyperus esculentus</i>	B
Purple nutsedge	<i>Cyperus rotundus</i>	A
Scotch* broom	<i>Cytisus scoparius</i>	B
Portuguese broom	<i>Cytisus striatus</i>	B, T
Spurge laurel	<i>Daphne laureola</i>	B
Cape-ivy	<i>Delairea odorata</i>	A, T
Cutleaf teasel	<i>Dipsacus laciniatus</i>	B
Paterson's curse	<i>Echium plantagineum</i>	A, T
South American waterweed	<i>Egeria densa (Elodea)</i>	B
Giant horsetail	<i>Equisetum telmateia</i>	B
Spanish heath	<i>Erica lusitanica</i>	B
Leafy* spurge	<i>Euphorbia esula</i>	B
Myrtle spurge	<i>Euphorbia myrsinites</i>	B
Oblong spurge	<i>Euphorbia oblongata</i>	A
Japanese (fleece flower) knotweed	<i>Fallopia japonica (Polygonum c.)</i>	B, T
Himalayan knotweed	<i>Fallopia polystachyum (Polygonum p.)</i>	B, T
Giant knotweed	<i>Fallopia sachalinensis (Polygonum s.)</i>	B, T
Goatsrue	<i>Galega officinalis</i>	A
French* broom	<i>Genista monspessulana</i>	B
Herb Robert	<i>Geranium robertianum</i>	B, T
Shiny-leaf geranium	<i>Geranium lucidum</i>	B, T
Halogeton	<i>Halogeton glomeratus</i>	B
Ivy	<i>Hedera helix, H. hibernica</i>	B
Texas blueweed	<i>Helianthus ciliaris</i>	A
Giant hogweed	<i>Heracleum mantegazzianum</i>	A, T
Orange hawkweed	<i>Hieracium (Pilosella) aurantiacum</i>	A, T
Meadow hawkweed	<i>Hieracium (Pilosella) caespitosum</i>	B, T
Yellow hawkweed	<i>Hieracium (Pilosella) floribundum</i>	A, T
Mouse-ear hawkweed	<i>Hieracium (Pilosella) pilosella</i>	A
King-devil hawkweed	<i>Hieracium (Pilosella) piloselloides</i>	A
Meadow hawkweed	<i>Hieracium pratense</i>	A, T
Hydrilla	<i>Hydrilla verticillata</i>	A
Common frogbit	<i>Hydrocharis morsus-ranae</i>	A
St. Johnswort *	<i>Hypericum perforatum</i>	B
Policeman's helmet	<i>Impatiens glandulifera</i>	B
Yellow flag iris	<i>Iris pseudacorus</i>	B
Dyers woad	<i>Isatis tinctoria</i>	B
Kochia	<i>Kochia scoparia</i>	B

Yellow archangel	<i>Lamium galeobdolon</i>	B
Perennial peavine	<i>Lathyrus latifolius</i>	B
Lens-podded whitetop	<i>Lepidium chalepensis</i> (Cardaria)	B
Whitetop (hoary cress)	<i>Lepidium draba</i> (Cardaria)	B
Perennial pepperweed	<i>Lepidium latifolium</i>	B
Hairy whitetop	<i>Lepidium pubescens</i> (Cardaria)	B
West Indian spongeplant	<i>Limnium laevigatum</i>	A
Dalmatian* toadflax	<i>Linaria dalmatica</i> (L.genista)	B
Yellow* toadflax	<i>Linaria vulgaris</i>	B
Garden yellow loosestrife	<i>Lysimachia vulgaris</i>	A, T
Purple loosestrife*	<i>Lythrum salicaria</i>	B, T
Spikeweed	<i>Memnonia pungens</i>	B
Parrots feather	<i>Myriophyllum aquaticum</i>	B
Eurasian watermilfoil	<i>Myriophyllum spicatum</i>	B
Matgrass	<i>Nardus stricta</i>	A
Yellow floating heart	<i>Nymphoides peltata</i>	A
Scotch thistle	<i>Onopordum acanthium</i>	B
Taurian thistle	<i>Onopordum tauricum</i>	A, T
Small broomrape	<i>Orobancha minor</i>	B
African rue	<i>Peganum harmala</i>	A
Common reed	<i>Phragmites australis</i> ssp. australis	B
Sulfur cinquefoil	<i>Potentilla recta</i>	B
Kudzu	<i>Pueraria lobata</i>	A, T
Lesser celandine	<i>Ranunculus ficaria</i>	B
Creeping yellow cress	<i>Rorippa sylvestris</i>	B
Himalayan blackberry	<i>Rubus armeniacus</i> (R. procerus, R. discolor)	B
Ravennagrass	<i>Saccharum ravennae</i>	A, T
Mediterranean sage*	<i>Salvia aethiopis</i>	B
Tansy ragwort*	<i>Senecio jacobaea</i>	B, T
Milk* thistle	<i>Silybum marianum</i>	B
Silverleaf nightshade	<i>Solanum elaeagnifolium</i>	A
Buffalobur	<i>Solanum rostratum</i>	B
Johnsongrass	<i>Sorghum halepense</i>	B
Smooth cordgrass	<i>Spartina alterniflora</i>	A, T
Common cordgrass	<i>Spartina anglica</i>	A, T
Dense-flowered cordgrass	<i>Spartina densiflora</i>	A, T
Saltmeadow cordgrass	<i>Spartina patens</i>	A, T
Spanish broom	<i>Spartium junceum</i>	B
Swainsonpea (Austrian peaweed)	<i>Sphaerophysa salsula</i>	B
Water soldiers	<i>Stratiotes aloides</i>	A
Medusahead rye	<i>Taeniatherum (Elymus) caput-medusae</i>	B
Saltcedar*	<i>Tamarix ramosissima</i>	B
European water chestnut	<i>Trapa natans</i>	A

Puncturevine*	<i>Tribulus terrestris</i>	B
Coltsfoot	<i>Tussilago farfara</i>	A
Gorse*	<i>Ulex europaeus</i>	B
Spiny cocklebur	<i>Xanthium spinosum</i>	B
Syrian bean-caper	<i>Zygophyllum fabago</i>	A

* Indicates weeds targeted for biocontrol

A-Listed Weed: A weed of known economic importance which occurs in the state in small enough infestations to make eradication or containment possible; or is not known to occur, but its presence in neighboring states make future occurrence in Oregon seem imminent. Recommended action: Infestations are subject to eradication or intensive control when and where found.

B-Listed Weed: A weed of economic importance which is regionally abundant, but which may have limited distribution in some counties. Recommended action: Limited to intensive control at the state, county or regional level as determined on a site specific, case-by-case basis. Where implementation of a fully integrated statewide management plan is not feasible, biological control (when available) shall be the primary control method.

T-Designated Weed: A designated group of weed species that are selected and will be the focus for prevention and control by the Noxious Weed Control Program. Action against these weeds will receive priority. T designated noxious weeds are determined by the Oregon State Weed Board and directs ODA to develop and implement a statewide management plan. T designated noxious weeds are species selected from either the A or B list.

Table 4: Avian inventory

Common Name	Scientific Name	Special Status ¹
		Fed/State/ORBIC
Acorn woodpecker	<i>Melanerpes formicivorus</i>	SOC/CS/List 4
American kestrel	<i>Falco sparverius</i>	--/--/--
American robin	<i>Turdus migratorius</i>	--/--/--
Barn swallow	<i>Hirundo rustica</i>	--/--/--
Bewick's wren	<i>Thryomanes bewickii</i>	--/--/--
Brewer's blackbird	<i>Euphagus cyanocephalus</i>	--/--/--
Brown-headed cowbird	<i>Molothrus ater</i>	--/--/--
Bullock's oriole	<i>Icterus bullockii</i>	--/--/--
California quail	<i>Callipepla californica</i>	--/--/--
California scrub-jay	<i>Aphelocoma californica</i>	--/--/--
California towhee	<i>Melospiza crissalis</i>	--/--/--
Canada goose	<i>Branta canadensis</i>	--/--/--
Cedar waxwing	<i>Bombycilla cedrorum</i>	--/--/--
Chipping sparrow	<i>Spizella passerina</i>	--/--/List 4
Common raven	<i>Corvus corax</i>	--/--/--
Common yellowthroat	<i>Geothlypis trichas</i>	--/--/--
Downy woodpecker	<i>Dryobates pubescens</i>	--/--/--
European starling	<i>Sturnus vulgaris</i>	--/--/--
Grasshopper sparrow	<i>Ammodramus savannarum</i>	--/SV,CS/List 2
Green-winged teal	<i>Anas crecca</i>	--/--/--
Hairy woodpecker	<i>Leuconotopicus villosus</i>	--/--/--
House finch	<i>Haemorhous mexicanus</i>	--/--/--

House sparrow	<i>Passer domesticus</i>	--/--/--
Killdeer	<i>Charadrius vociferus</i>	--/--/--
Lark sparrow	<i>Chondestes grammacus</i>	--/--/--
Lazuli bunting	<i>Passerina amoena</i>	--/--/--
Lesser goldfinch	<i>Spinus psaltria</i>	--/--/--
Mallard	<i>Anas platyrhynchos</i>	--/--/--
Mourning dove	<i>Zenaida macroura</i>	--/--/--
Northern flicker	<i>Colaptes auratus</i>	--/--/--
Northern harrier	<i>Circus cyaneus</i>	--/--/--
Northern rough-winged swallow	<i>Stelgidopteryx serripennis</i>	--/--/--
Oak titmouse	<i>Baeolophus inornatus</i>	BCC/--/--
Peregrine falcon	<i>Falco peregrinus</i>	BCC/SV/List 4
Red-tailed hawk	<i>Buteo jamaicensis</i>	--/--/--
Red-winged blackbird	<i>Agelaius phoeniceus</i>	--/--/--
Ring-necked pheasant	<i>Phasianus colchicus</i>	--/--/--
Rock pigeon	<i>Columba livida</i>	--/--/--
Savannah sparrow	<i>Passerculus sandwichensis</i>	--/--/--
Song sparrow	<i>Melospiza melodia</i>	--/--/--
Spotted towhee	<i>Pipilo maculatus</i>	--/--/--
Tree swallow	<i>Tachycineta bicolor</i>	--/--/--
Turkey vulture	<i>Cathartes aura</i>	--/--/--
Western kingbird	<i>Tyrannus verticalis</i>	--/--/--
Western meadowlark	<i>Sturnella neglecta</i>	--/--/List 4
Western wood-peewee	<i>Contopus sordidulus</i>	--/--/--
White-breasted nuthatch	<i>Sitta carolinensis</i>	--/--/--

White-tailed kite	<i>Elanus leucurus</i>	--/--/List 4
Wilson's warbler	<i>Cardellina pusilla</i>	--/--/--
Yellow-breasted chat	<i>Icteria virens</i>	SOC/CS/List 4
Yellow-rumped warbler	<i>Setophaga coronata</i>	--/--/--
Chipping sparrow	<i>Spizella passerina</i>	--/--/--
White-crowned sparrow	<i>Zonotrichia leucophrys</i>	--/--/--
Violet-green swallow	<i>Tachycineta thalassina</i>	--/--/--

¹Status Code Definitions:

FEDERAL:

SOC: U.S. Fish and Wildlife Service (USFWS) Species of Concern

BCC: U.S. Fish and Wildlife Service (USFWS) Bird of Conservation Concern

ORBIC: Oregon Biodiversity Information Center: 1 = taxa that are threatened with extinction or presumed to be extinct throughout their entire range (1-X designating presumed extirpation from Oregon or extinction); 2 = taxa that are threatened with extirpation or presumed to be extirpated from the state of Oregon; these are often peripheral or disjunct species which are of concern (when considering species diversity within Oregon's borders, they can be very significant when protecting the genetic diversity of a taxon)—ORBIC regards extreme rarity as a significant threat and has included species which are very rare in Oregon on this list; 3 = taxa for which more information is needed before status can be determined, but which may be threatened or endangered in Oregon or throughout their range; 4 = taxa which are of conservation concern but are not currently threatened or endangered; this includes taxa which are very rare but are currently secure, as well as List 4 contains taxa which are declining in numbers or habitat but are still too common to be proposed as threatened or endangered. While these taxa may not currently need the same active management attention as threatened or endangered taxa, they do require continued monitoring.

Table 5: Vascular plant inventory

Species	Relative Abundance	Status
<i>Achillea millefolium</i>	frequent	
<i>Achnatherum lemmonii</i>	frequent	
<i>Achyrrachaena mollis</i>	common	
<i>Acmispon wrangelianus</i>	rare	
<i>Agoseris retrorsa</i>	infrequent	
<i>Allium acuminatum</i>	rare	
<i>Allium amplexans</i>	rare	
<i>Allium sp (leaves only)</i>	frequent	
<i>Alopecurus pratensis</i>	partially dominant	
<i>Alyssum alyssoides</i>	infrequent	
<i>Amaranthus albus</i>	rare	
<i>Amelanchier alnifolia</i>	infrequent	
<i>Amsinckia menziesii</i>	frequent	
<i>Anthriscus caucalis</i>	infrequent	
<i>Apocynum androsaemifolium</i>	frequent	
<i>Apocynum cannabinum</i>	rare	
<i>Artemisia douglasii</i>	infrequent	
<i>Asclepias fasciculatum</i>	frequent	
<i>Asclepias speciosa</i>	infrequent	
<i>Athysanus pusillus</i>	rare	
<i>Avena fatua</i>	dominant	
<i>Avena sativa</i>	rare	
<i>Balsamorhiza deltoidea</i>	infrequent	
<i>Blepharipappus scaber</i>	rare	
<i>Brassica nigra</i>	infrequent	
<i>Brassica rapa</i>	partially dominant	
<i>Brodiaea coronaria</i>	frequent	

<i>Brodiaea elegans</i>	infrequent	
<i>Bromus carinatus</i>	infrequent	
<i>Bromus diandrus</i>	infrequent	
<i>Bromus hordeaceus</i>	dominant	
<i>Bromus japonicus</i>	dominant	
<i>Bromus tectorum</i>	dominant	
<i>Bromus vulgaris</i>	frequent	
<i>California macrophylla (Erodium macrophyllum)</i>		SS
<i>Calochortus tolmiei</i>	common	
<i>Calycadenia truncata</i>	rare	
<i>Calystegia occidentalis</i>	common	
<i>Camassia quamash</i>	rare	
<i>Campanula prenanthoides</i>	rare	
<i>Capsella bursa-pastoris</i>	frequent	
<i>Cardamine oligosperma</i>	rare	
<i>Carex densa</i>	frequent	
<i>Carex geyeri</i>	rare	
<i>Carex sp (leaves only)</i>	infrequent	
<i>Carex stipata</i>	rare	
<i>Centaurea solstitialis</i>	dominant	
<i>Cerastium dichotomum</i>	common	
<i>Cerastium glomeratum</i>	frequent	
<i>Cercocarpus betuloides</i>	rare	
<i>Chamaesyce serpyllifolia</i>	rare	
<i>Cichorium intybus</i>	infrequent	
<i>Cirsium arvense</i>	infrequent	NOX
<i>Cirsium cymosum</i>	rare	
<i>Cirsium vulgare</i>	infrequent	NOX
<i>Clarkia gracilis</i>	infrequent	

<i>Clarkia purpurea</i>	infrequent	
<i>Clarkia rhombifolia</i>	infrequent	
<i>Claytonia exigua</i>	rare	
<i>Claytonia parviflora</i>	infrequent	
<i>Claytonia perfoliata</i>	infrequent	
<i>Collinisa parviflora</i>	infrequent	
<i>Collinsia linearis</i>	infrequent	
<i>Collinsia sparsiflora</i>	infrequent	
<i>Collomia grandiflora</i>	rare	
<i>Collomia linearis</i>	infrequent	
<i>Conium maculatum</i>	infrequent	NOX
<i>Conyza canadensis</i>	rare	
<i>Crepis modocensis</i>	frequent	
<i>Crocidium multicaule</i>	infrequent	
<i>Cryptantha intermedia</i>	infrequent	
<i>Cynoglossum grande</i>	rare	
<i>Cynosurus echinatus</i>	frequent	
<i>Cyperus cf esculentus</i>	rare	NOX
<i>Dactylis glomerata</i>	infrequent	
<i>Daucus carota</i>	frequent	
<i>Daucus pusillus</i>	rare	
<i>Delphinium nuttallianum</i>	infrequent	
<i>Dichelostemma capitatum</i>	common	
<i>Dichelostemma congestum</i>	common	
<i>Dipsacus fullonum</i>	frequent	
<i>Dodecatheon hendersonii</i>	rare	
<i>Dovingia yina</i>	rare	
<i>Draba verna</i>	infrequent	
<i>Echinochloa crus-galli</i>	rare	

<i>Eleocharis acicularis</i>	infrequent	
<i>Eleocharis macrostachya</i> (or <i>palustris</i> ?)	infrequent	
<i>Elymus glaucus</i>	infrequent	
<i>Epilobium brachycarpum</i>	common	
<i>Epilobium ciliatum</i> var <i>watsonii</i>	frequent	
<i>Equisetum hyemale</i>	infrequent	
<i>Ericameria nauseosa</i>	rare	
<i>Eriogonum compositum</i>	rare	
<i>Eriophyllum lanatum</i>	frequent	
<i>Erodium cicutarium</i>	dominant	
<i>Erysimum capitatum</i>	rare	
<i>Erythronium hendersonii</i>	frequent	
<i>Eschscholzia californica</i>	rare	
<i>Eurphobia crenulata</i>	rare	
<i>Festuca roemerii</i>	frequent	
<i>Fraxinus latifolia</i>	rare	
<i>Fritillaria affinis</i>	frequent	
<i>Fritillaria</i> sp (leaves only)	frequent	
<i>Galium aparine</i>	frequent	
<i>Galium bolanderi</i>	rare	
<i>Galium divaricatum</i>	infrequent	
<i>Galium parisiense</i>	dominant	
<i>Geranium dissectum</i>	dominant	
<i>Geranium molle</i>	dominant	
<i>Gilia capitata</i>	rare	
<i>Glyceria</i> sp (leaves only; grazed)	rare	
<i>Gnaphalium palustre</i>	rare	
<i>Hemizonia congesta</i>	rare	
<i>Hieracium albiflorum</i>	rare	

<i>Hieracium scouleri</i>	infrequent	
<i>Holcus lanatus</i>	infrequent	
<i>Hordeum murinum</i>	infrequent	
<i>Horkelia daucifolia</i>	frequent	
<i>Hypericum perforatum</i>	rare	NOX
<i>Juncus effusus</i>	common	
<i>Juncus ensifolius</i>	rare	
<i>Juncus patens</i>	rare	
<i>Koeleria macrantha</i>	infrequent	
<i>Lactuca serriola</i>	frequent	
<i>Lagophylla ramossissima</i>	rare	
<i>Lamium amplexicaule</i>	infrequent	
<i>Lathyrus aphaca</i>	infrequent	
<i>Lathyrus cicera</i>	rare	
<i>Lemna minor</i>	rare	
<i>Lepidium campestre</i>	uncommon	
<i>Leptosiphon bilcolor</i>	rare	
<i>Linum bienne</i>	common	
<i>Lithophragma parviflorum</i>	infrequent	
<i>Lolium perenne</i>	infrequent	
<i>Lomatium californicum</i>	rare	
<i>Lomatium macrocarpum</i>	frequent	
<i>Lomatium nudicaule</i>	infrequent	
<i>Lomatium triternatum</i>	infrequent	
<i>Lomatium utriculatum</i>	dominant	
<i>Lonicera hispidula</i>	infrequent	
<i>Lonicera interrupta</i>	infrequent	
<i>Lotus corniculatus</i>	infrequent	
<i>Lotus micranthus</i>	rare	

<i>Lotus nevadensis</i>	infrequent	
<i>Lupinus albifrons</i>	infrequent	
<i>Lupinus bicolor</i>	rare	
<i>Lupinus cf microcarpus</i>	rare	
<i>Lupinus latifolius</i>	frequent	
<i>Madia citriodora</i>	frequent	
<i>Madia elegans ssp densiflora</i>	infrequent	
<i>Madia elegans ssp vernalis</i>	frequent	
<i>Madia exigua</i>	infrequent	
<i>Madia gracilis</i>	common	
<i>Madia sativa</i>	rare	
<i>Mahonia aquifolium</i>	rare	
<i>Maianthemum stellatum</i>	rare	
<i>Malus fusca</i>	infrequent	
<i>Malus pumila</i>	rare	
<i>Medicago polymorpha</i>	rare	
<i>Medicago</i> sp (leaves only; perhaps <i>M. sativa</i>)	rare	
<i>Melilotus albus</i>	infrequent	
<i>Micropus californicus</i>	infrequent	
<i>Microseris laciniata ssp detlingii</i>	infrequent	
<i>Mimulus guttatus</i>	infrequent	
<i>Montia linearis</i>	rare	
<i>Myosotis discolor</i>	rare	
<i>Myosotis laxa</i>	rare	
<i>Nemophila parviflora</i>	rare	
<i>Olysnium douglasii</i>	infrequent	
<i>Orobanche uniflora</i>	rare	
<i>Osmorhiza berteroi</i>	rare	
<i>Penstemon</i> sp (leaves only)	rare	

<i>Phacelia hastata</i>	infrequent	
<i>Phacelia ramosissima</i>	rare	
<i>Phalaris arundinacea</i>	infrequent	NOX
<i>Phlox gracilis</i>	infrequent	
<i>Phlox speciosa</i>	frequent	
<i>Phoradendron villosum</i>	frequent	
<i>Piperia</i> sp (leaves only)	rare	
<i>Plagiobothrys tenellus</i>	infrequent	
<i>Plantago lanceolata</i>	frequent	
<i>Plectritus congesta</i>	common	
<i>Plectritus macrocera</i>	infrequent	
<i>Poa bulbosa</i>	dominant	
<i>Poa pratensis</i>	infrequent	
<i>Polygonum douglasii</i>	frequent	
<i>Polypogon monspeliensis</i>	rare	
<i>Populus balsamifera</i> ssp <i>trichocarpa</i>	rare	
<i>Portulaca oleracea</i>	infrequent	
<i>Prunus avium</i>	infrequent	
<i>Prunus cerasifolia</i>	infrequent	
<i>Prunus subcordata</i>	common	
<i>Pseudoroegneria spicata</i>	frequent	
<i>Quercus garryana</i> ssp <i>breweri</i>	rare	
<i>Quercus garryana</i> ssp <i>garryana</i>	common	
<i>Quercus kelloggii</i>	infrequent	
<i>Ranunculus austro-oreganus</i>	frequent	SS
<i>Ranunculus orthrhynchus</i>	infrequent	
<i>Ranunculus parviflorus</i>	frequent	
<i>Ranunculus</i> sp (leaves only)	frequent	
<i>Ranunculus uncinatus</i>	frequent	

<i>Ribes inerme</i> var. <i>klamathense</i>	rare	
<i>Rosa canina</i>	common	
<i>Rosa eglantina</i>	infrequent	
<i>Rosa gymnocarpa</i>	rare	
<i>Rubus armenicus</i>	common	NOX
<i>Rubus laciniatus</i>	rare	NOX
<i>Rubus ursinus</i>	infrequent	
<i>Rumex acetosella</i>	infrequent	
<i>Rumex crispus</i>	frequent	
<i>Salix cf lucida</i>	rare	
<i>Salix exigua</i>	rare	
<i>Salix lasiandra</i> var. <i>lasiandra</i>	frequent	
<i>Salix scouleriana</i>	rare	
<i>Sambucus cerulea</i>	rare	
<i>Sanguisorba minor</i>	infrequent	
<i>Sanicula crassicaulis</i>	infrequent	
<i>Scandix penctin-veneris</i>	infrequent	
<i>Selaginella wallacei</i>	rare	
<i>Senecio integerrimus</i>	rare	
<i>Shedonorus arundinaceus</i>	partially dominant	
<i>Silybum marianum</i>	rare	NOX
<i>Solanum dulcamara</i>	rare	
<i>Sonchus asper</i>	infrequent	
<i>Spartium junceum</i>	rare	NOX
<i>Stachys ajugoides</i>	infrequent	
<i>Symphoricarpos albus</i>	infrequent	
<i>Symphoricarpos mollis</i>	frequent	
<i>Taeniatherum caput-medusae</i>	dominant	NOX
<i>Taraxicum officinale</i>	infrequent	

<i>Thinopyrum ponticum</i>	common (highly concentrated in one large area)	
<i>Torilis arvensis</i>	frequent	
<i>Toxicodendron diversiloba</i>	common	
<i>Tragopogon dubius</i>	dominant	
<i>Trifolium albopurpureum</i>	frequent	
<i>Trifolium dubium</i>	infrequent	
<i>Trifolium hirtum</i>	common	
<i>Trifolium subterraneum</i>	rare	
<i>Typha latifolia</i>	rare	
<i>Valerianella locusta</i>	frequent	
<i>Verbascum blatteria</i>	rare	
<i>Veronica americana</i>	infrequent	
<i>Vicia americana</i>	frequent	
<i>Vicia sativa</i>	dominant	
<i>Vicia villosa</i>	dominant	
<i>Vulpia bromoides</i>	infrequent	
<i>Vulpia microstachys</i>	dominant	
<i>Wyethia angustifolia</i>	infrequent	
<i>Yabea microcarpa</i>	rare	
<i>Zigadensus venenosus var venenosus</i>	infrequent	

Figure 2: ORBIC Rare Plant Form**OREGON BIODIVERSITY INFORMATION CENTER****RARE PLANT FIELD SURVEY FORM**

Please complete all entries in the top section above the heavy line. Please complete as much as possible the more detailed section below the heavy line. You may use the back for comments or additional space. If possible, please attach a map of the location, preferably something of the same quality as a USGS 7.5' map.

Scientific Name: _____

Date of Field Work: _____ mo. _____ day _____ year County: _____ Collection: ☐ Yes (_____, _____), ☐ No
coll #, herbarium

Directions: _____

Reporter: _____ Phone: _____

Address: _____

1. LOCATION - Attach separate map or sketch a map indicating exact site, scale and proximity to prominent features.

A. Plant found? ☐ Yes ☐ No If no, reason: _____

B. Location: T _____ R _____ Sec _____ 1/4 of _____ 1/4 (use back for more TRS)

C. Source of GPS coordinates (fill one): GPS (make & model _____) or map (type & scale _____)
GPS accuracy distance: _____ ☐ Feet or ☐ Meters

Datum: ☐ NAD27 ☐ NAD83 ☐ Other: _____ Easting/Longitude _____ Northing/Latitude _____

D. Owner/Manager: _____

2. SPECIES BIOLOGY

A. Phenology: _____ % in flower, _____ % in fruit, _____ % in leaf

B. Population size: Number of plants: _____ Area occupied: _____

C. Age Class: _____ % seedlings, _____ % immature, _____ % 1st year, _____ % mature, _____ % senescent

3. HABITAT

A. Plant communities/Habitat Description/Associated Species: _____

B. Aspect: _____ (enter compass direction(s) or degrees)

C. Slope: ☐ Slight (0°-20°) ☐ Moderate (20°-45°) ☐ Extreme (45°+) ☐ Vertical

D. Topographic position: ☐ Crest ☐ Upper slope ☐ Mid-slope ☐ Lower slope ☐ Bottom

E. Light: ☐ Open ☐ Filtered ☐ Shaded

F. Moisture: ☐ Inundated ☐ Saturated ☐ Moist ☐ Dry

G. Elevation range: _____ to _____ ☐ Feet or ☐ Meters

H. Substrate/soil: _____

I. Visible threats/potential disturbance: _____

4. DETERMINATION How was plant identified? (choose one or more; please note the source for each choice)

☐ Keyed in flora ☐ Compared with specimen ☐ Compared with photo/drawing ☐ Identified by someone else ☐ Other

Sources: _____

5. PHOTOGRAPHS/SLIDES

Did you take a photo? ☐ Yes (☐ Film ☐ Digital) ☐ No If yes, may we obtain duplicates at our cost? ☐ Yes ☐ No

ORBIC-INR / Portland State University / Mail Stop INR / P.O. Box 751 / Portland, Oregon 97201-0751 / 503-725-9950 ph, -9960 fax

Figure 3: *California macrophylla* site locations

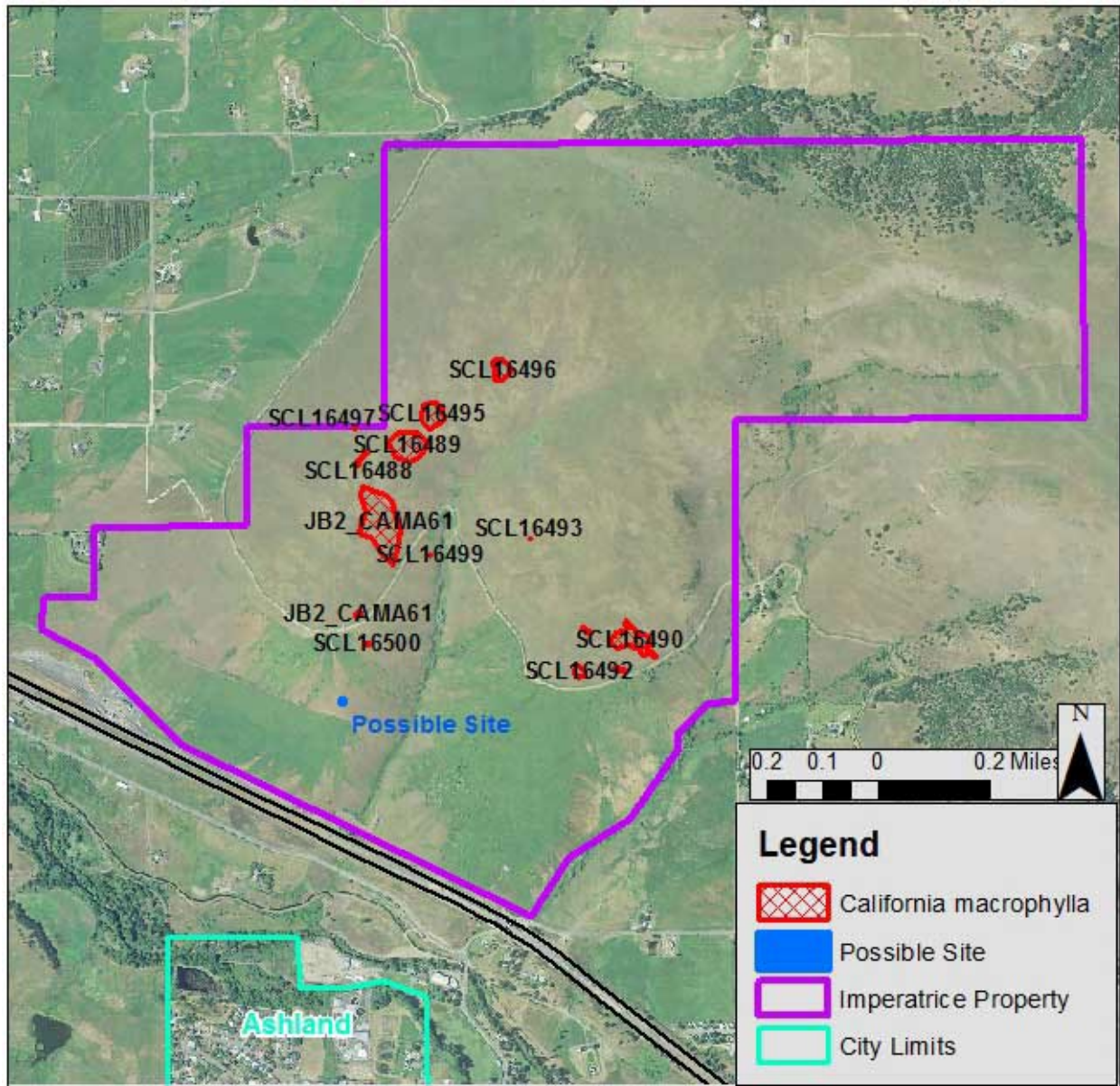


Figure 4: *California macrophylla* specimens



Plants, with fruit (lower right inset) and flower (bottom center inset)

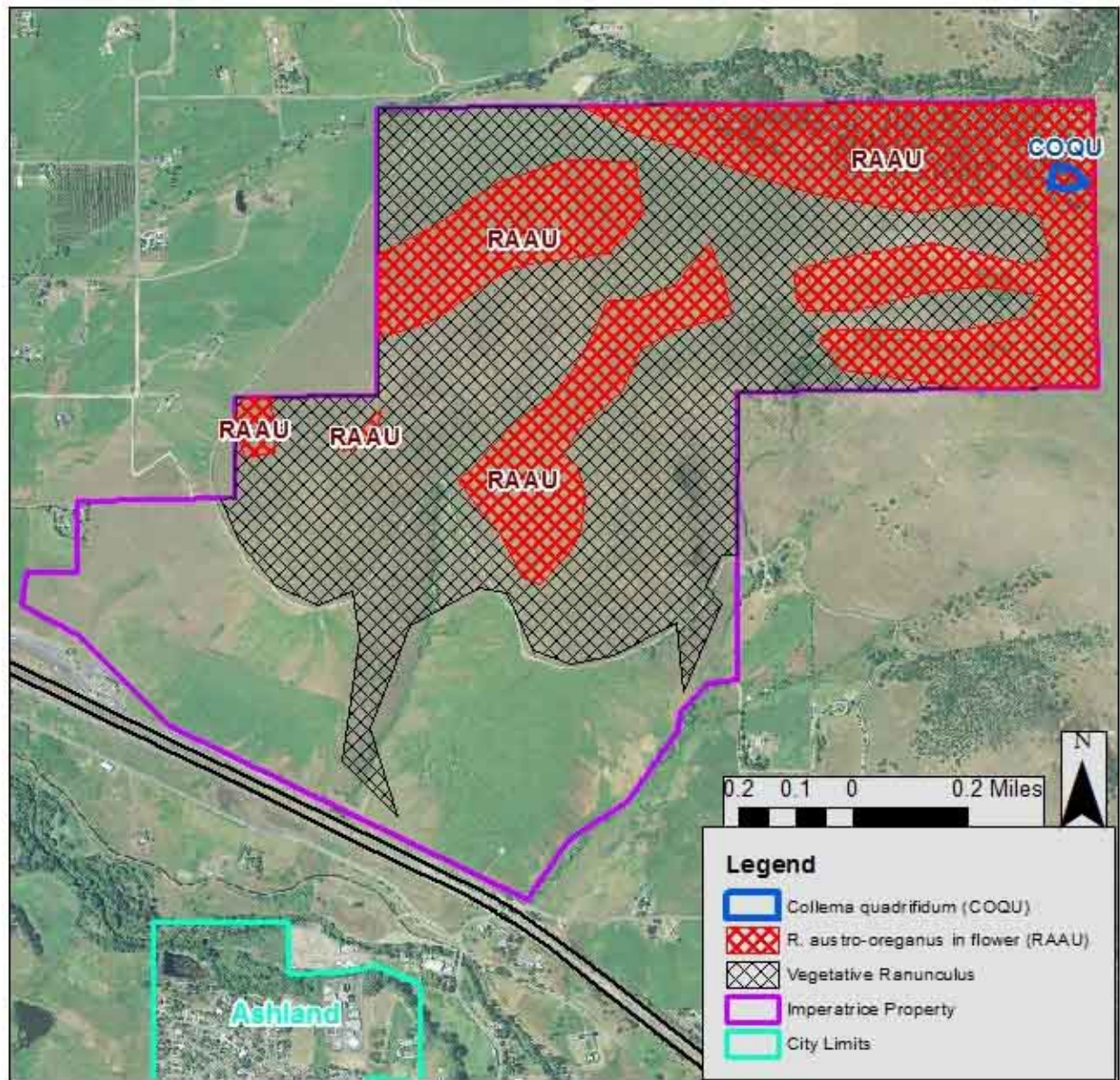
Figure 5: *Ranunculus austro-oreganus* and *Collema quadrifidum* site locations

Figure 6: *Ranunculus austro-oreganus* and *Collema quadrifidum* specimens



Ranunculus austro-oreganus flower (diagnostic petal backs), with *Collema quadrifidum* thalli (upper right inset) and *C. quadrifidum* spore (lower right inset)

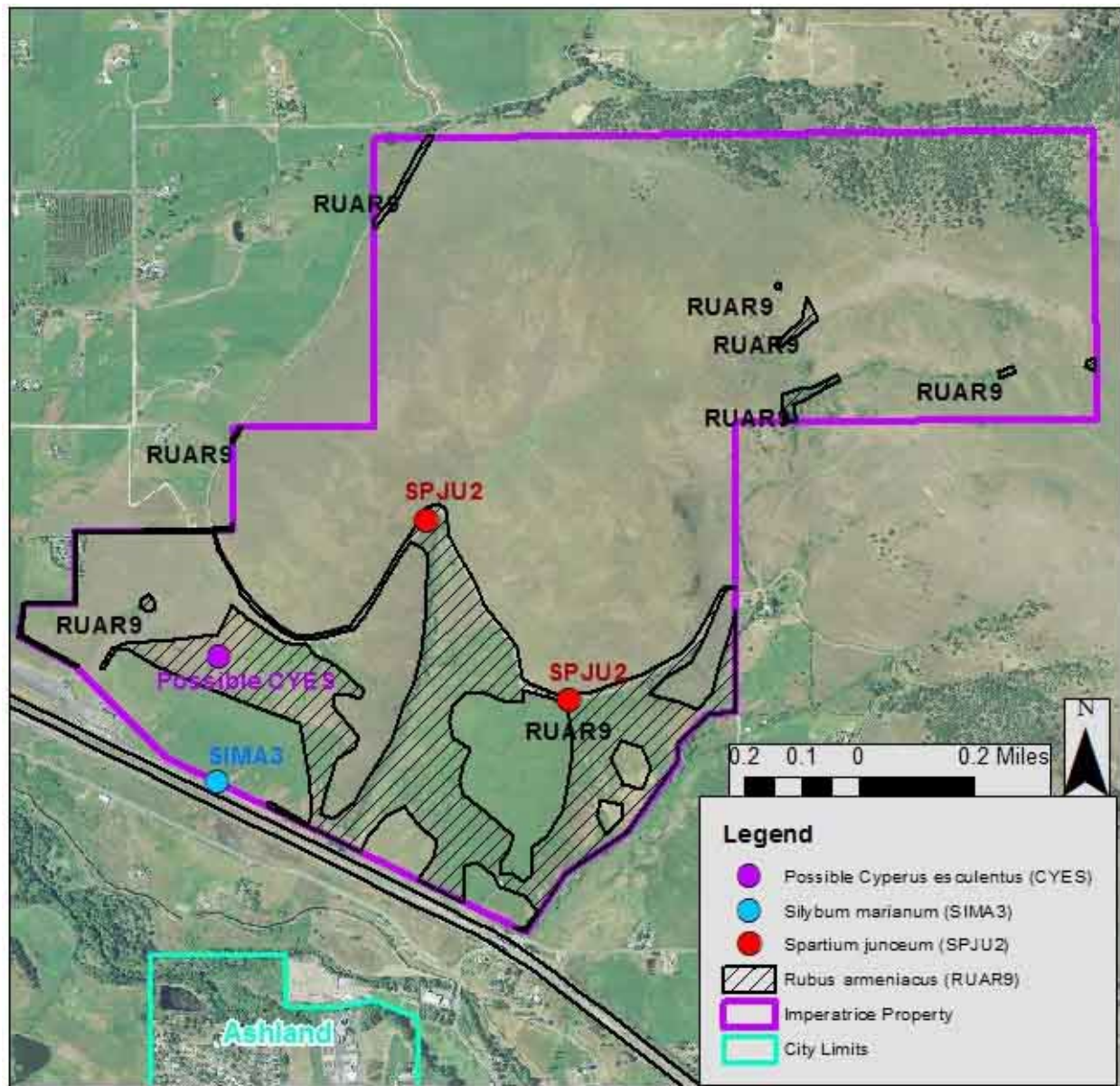
Figure 7: Noxious weed locations other than *Centaurea solstitialis* and *Elymus caput-medusae*

Figure 8: Grasshopper sparrow detections

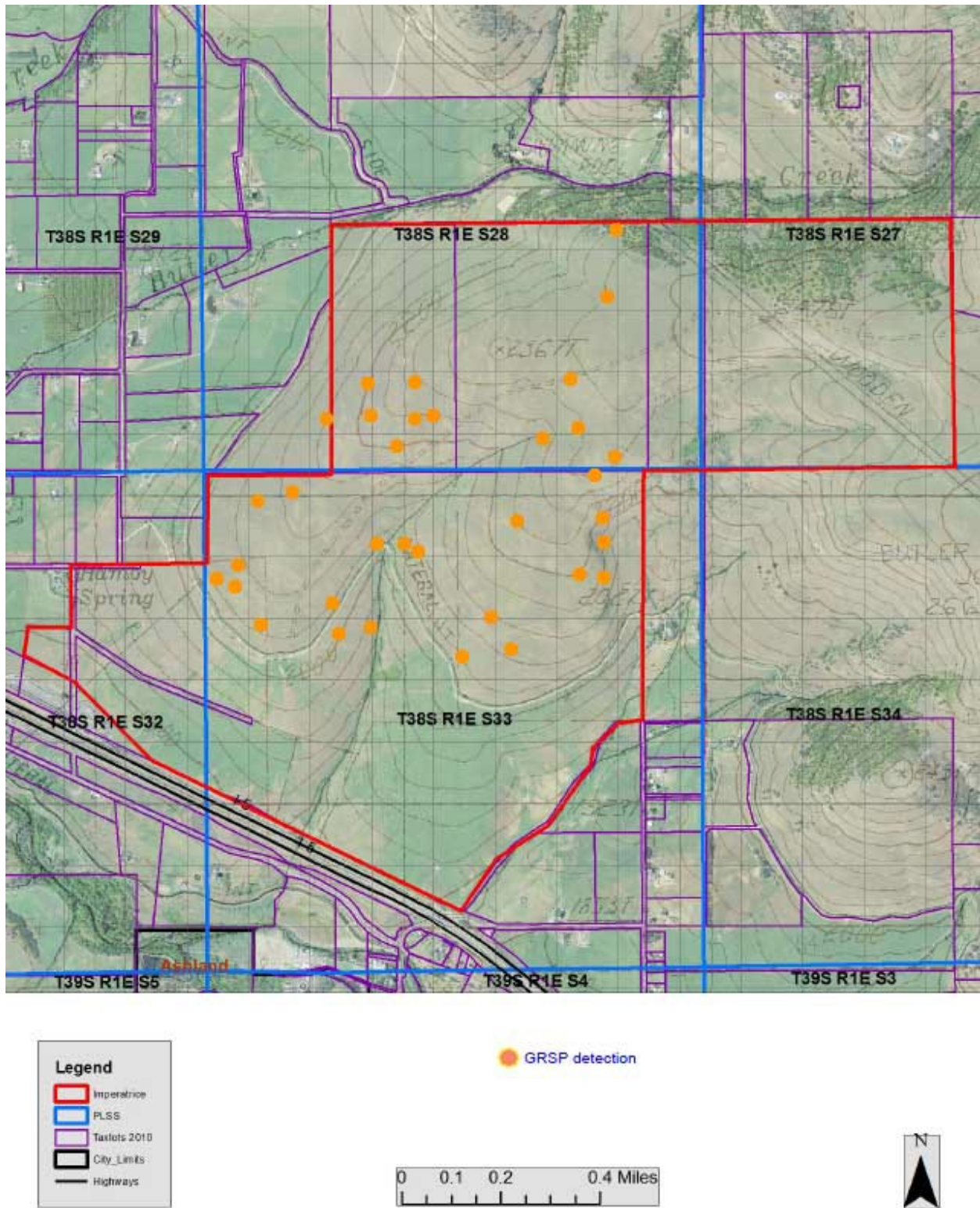


Figure 9: Species of *Phaeocalicium* from the Study Area (micrograph)

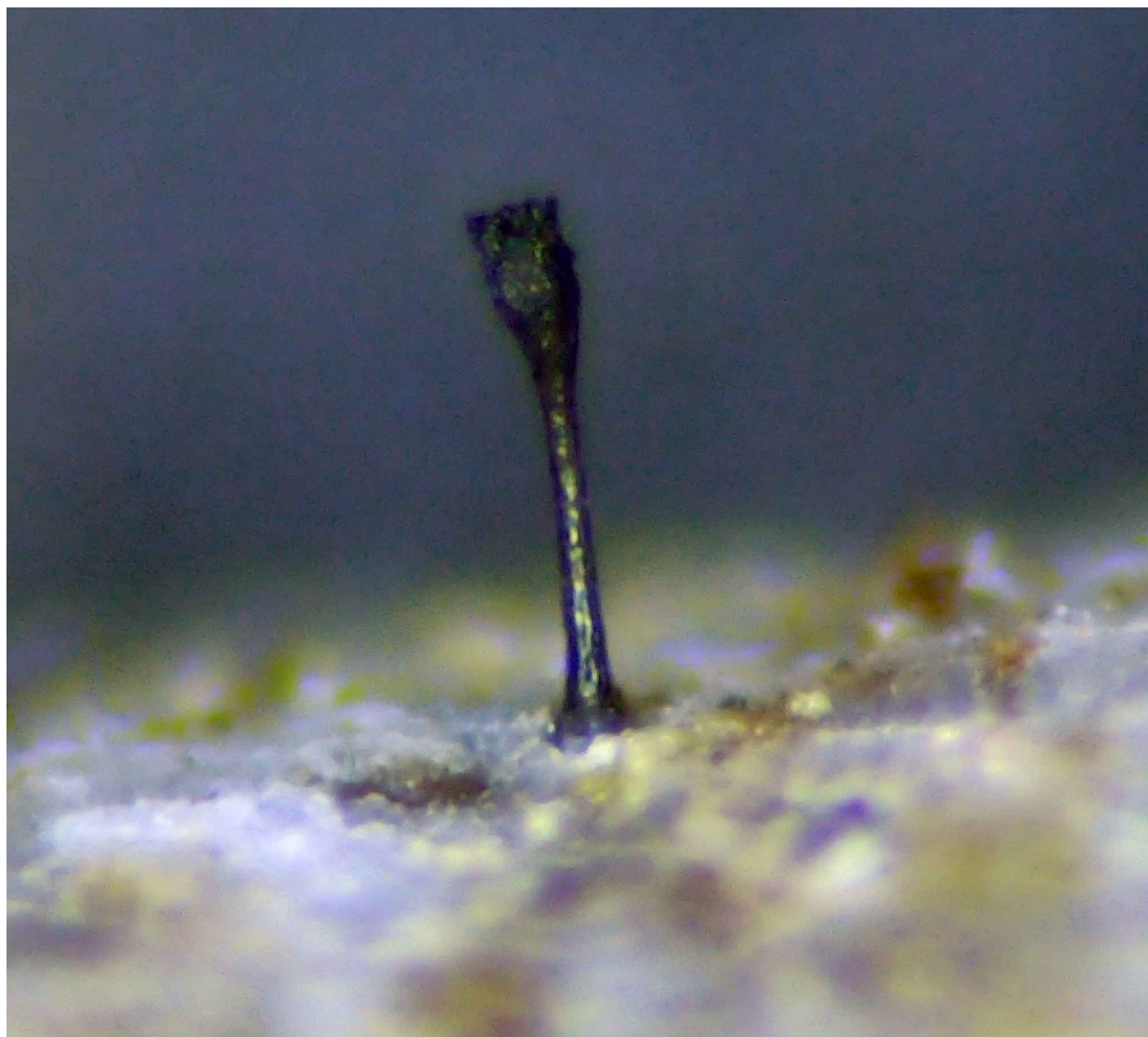


Figure 10: Petrified log



Appendix A: Representative Photos of the Property



Early season view north towards Grizzly Peak (background) from downslope of TID canal



Early season view of the City of Ashland from the Property with Mt Ashland and Ashland Watershed in background



Early season view north towards Grizzly Peak (background) from upslope of TID canal



Early season view of vegetation downslope of TID canal, looking south towards City of Ashland



Oak woodlands at the north end of the Property



Herd of elk, with Bald Mt and Anderson Butte vicinities in far background. (See also photo on front cover page)



Early season view of vegetation upslope of TID canal (yellow flowers are the native *Lomatium utriculatum*)



Looking approximately southeast across the Property, from upslope of the TID canal



View across Property, with seasonal pond (see 3.1 Current Environment) in background; purple flowers in foreground are *Vicia villosa*



View of powerline and gas pipeline corridors on the Property; the pale strip from top to bottom, just left of center, with OHV tracks, is a *Thinopyrum ponticum* monoculture atop the buried gas pipeline (see 3.3 Noxious Weeds)



Pin flags delineating a *California macrophylla* population; background: controlled burning (smoke) from the Ashland Forest Resiliency project within the Ashland Watershed



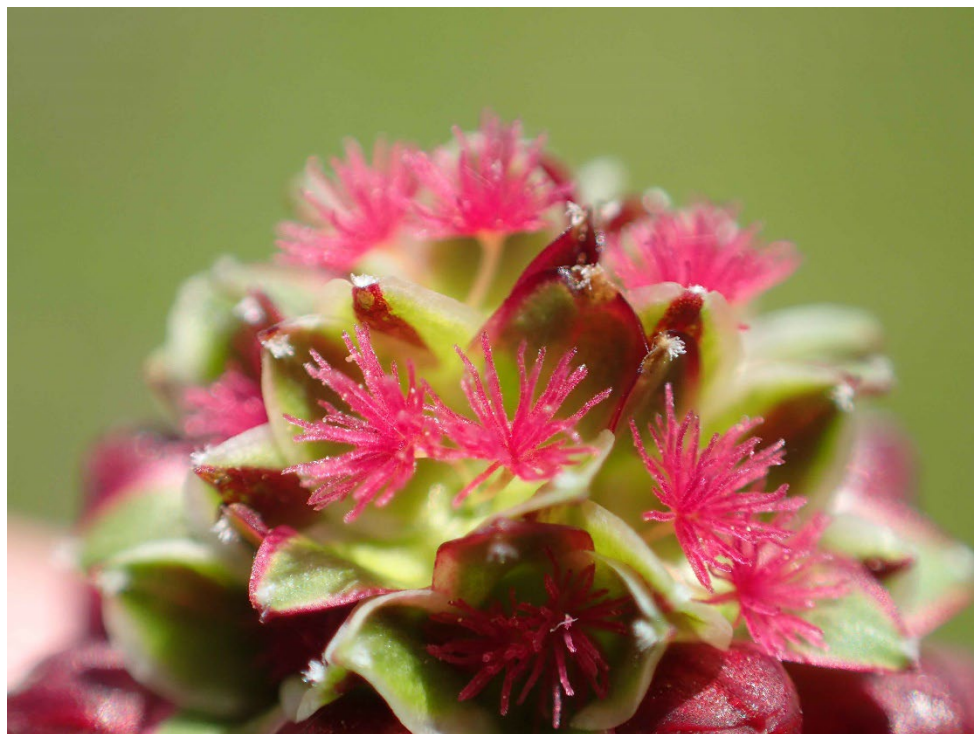
Field of the native *Plectritis congesta* (shortspur seablush) in far northwest part of property, with Butler Creek in background



Cement “cistern” on broad ridgeline



The native *Calochortus tolmiei* (Tolmie’s startulip)



Saguisorba minor (salad burnet)



The native *Calystegia occidentalis* (field bindweed)



The native *Leptosiphon bicolor* (babystars)

Note: hi-res versions of the above photos are available upon request



PO BOX 954, ASHLAND, OR 97520 / 541 482 3069 / LANDCONSERVE.ORG

September 9, 2025

Scott Fleury
Director
Department Public Works
City of Ashland

Dear Scott:

Southern Oregon Land Conservancy (SOLC) is writing to express our support for conservation of the Imperatrice property and our interest in exploring potential conservation scenarios to permanently secure the numerous natural and scenic values the land represents. We have encouraged this path in past reviews, and continue to see this land as a unique opportunity to conserve a large open space, an outstanding viewshed, natural habitats, and rare species.

The land's permanent conservation via conservation easement, purchase as a preserve, or other potential conservation measures would secure the significant public benefits the land delivers. Because SOLC is committed to perpetual conservation, our mission to permanently conserve and enhance lands for their human and natural communities would ensure that future generations would enjoy the land and its rare plants and wildlife.

As noted in a report we shared with the City in 2017, Imperatrice represents a significant component of the viewshed, forming the foreground of the nearby Cascade foothills. This is a large unfragmented property and provides an important wildlife migratory route from the valley to the mountains. Much of the Imperatrice property consists of open grassland with oak woodland growing at the top. Although the eastern slopes of the Cascade Foothills are an area where these habitats are represented, they are primarily on private lands and are diminishing as valley slopes are developed. The intact nature of the grassland is also unique as most natural grasslands in the region have been converted to residential use and pastures or have been degraded by overgrazing.

The area represents a major concentration of intact grassland communities, and oak woodlands and savannah supporting rare plants, abundant spring flowers, and pollinator resources. The grasslands and woodlands also harbor migratory birds, and a relatively low concentration of invasives common in more impacted lands, particularly above the irrigation ditch. Grasslands support some of the fastest declining bird species, as well as raptors and birds uncommon in the Rogue Valley. The largest known breeding colony of Grasshopper Sparrows west of the Cascades in Oregon was located on the Imperatrice property. Grasslands represent carbon sinks on a par with global forests, so their conservation on this landscape is a step toward climate resilience.

Board of Directors: Dan Thorndike, President; Molly Morison, Vice President; Heather Hickmann, Treasurer; Gordon Gray, Secretary; Jordan Bruyn-Fry; Ingrid Edstrom; Jim Huber; Dan Kellogg; Erica Ledesma; Stacie Maxwell; Donald Rubenstein; Kris Wall. **Trustee Council:** Karen DeBoer; Paul Imperia, MD; Dan O'Connor; Judson Parsons; Sarah Sameh; Karen Smith; Nancy Tait; Sam Whitford. **Staff:** Jennifer Abdo, Marketing and Communications Manager; Paul Belson, Conservation Project Manager; Rebekah Bergkoetter, Stewardship Manager; Macy Canete, Office Manager; Alex Liston Dykema, Attorney; Paige Gerhard; Event and Volunteer Coordinator; Tara Laidlaw, Education Program Manager; Kristi Mergenthaler, Stewardship Director; Myco Schroeder, Education and Engagement Specialist; Wyatt Stein, Land Steward; Steve Wise, Executive Director.

SOLC would be very interested in exploring conservation opportunities and funding potential for a conservation easement, or potential land purchase. Under the proper conditions with access for maintenance and monitoring, the land also holds potential for trails and educational programs.

We would be pleased to discuss potential conservation futures for Imperatrice, and hope the city and Parks and Recreation Department move forward in considering converting the land to conservation status. SOLC could also provide additional information regarding conservation values, and could take part in a field review of the land's current condition when appropriate.

Thank you for considering a conservation future for the Imperatrice land. To conserve the grasslands, forests, open vistas and habitats is a deserving outcome for this land and the people of Ashland and the Rogue Valley, and SOLC would be very interested in collaborating to secure its future.

Sincerely,



Steve Wise,
Executive Director

Cc: Rocky Houston
Parks & Recreation Department



City Council Meeting

Imperatrice Property Surplus Process

December 2, 2025

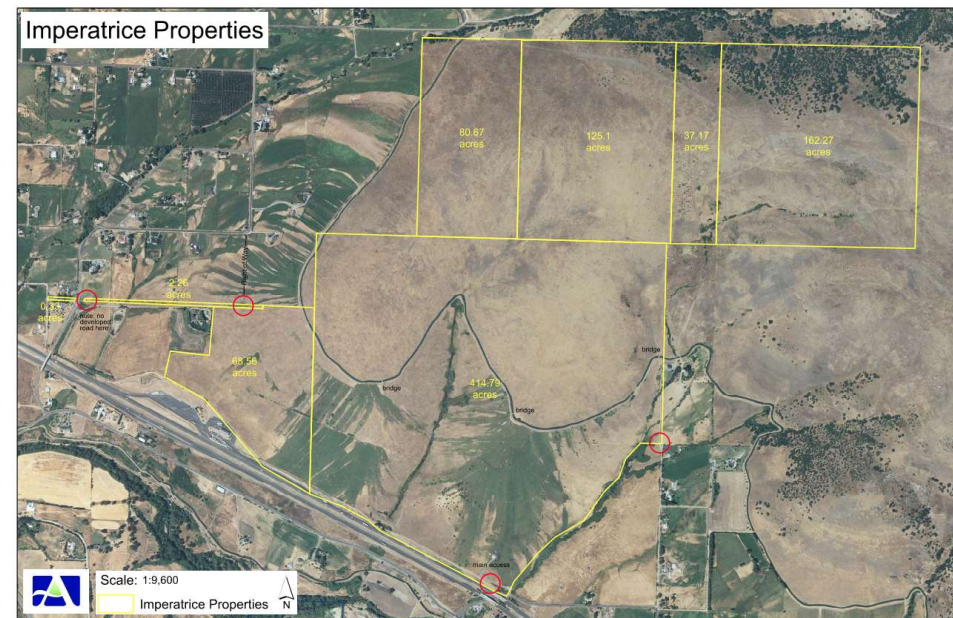
XII. Unfinished Business

Request to Begin Surplus Property Process

Summary

Imperatrice Property Divestment

- Purchased in 1996 (\$946k)
- Intended for wastewater effluent application
- Wastewater Treatment Plant fully upgraded
- No longer needed for a wastewater application
- Previously leased for farming and cattle grazing
- Not currently leased



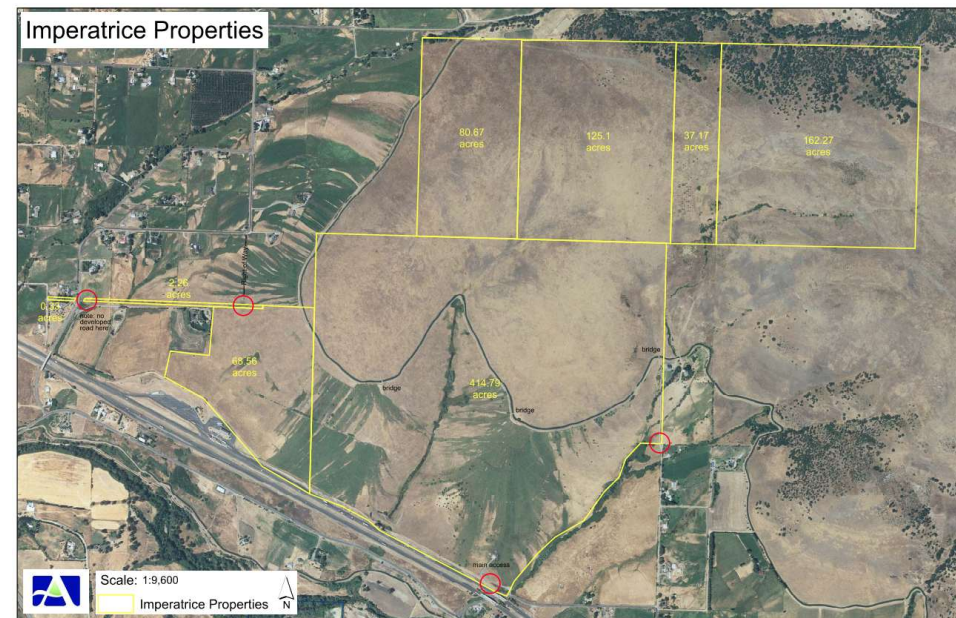
XII. Unfinished Business

Request to Begin Surplus Property Process

Surplus Process

ORS 221.725 Sale of real property by city

- Public Hearing
- Public Notice
 - Description of Property or interest to be sold
 - Proposed uses of Property
 - Why it is necessary/convenient to sell
 - Nature/terms of sale
 - Appraisal Information



XII. Unfinished Business

Request to Begin Surplus Property Process

Imperatrice Property Divestment

- Previous conversations with the Parks Department regarding property “swap”
 - Imperatrice for WWTP adjacent property
 - Southern Oregon Land Conservancy an interested “partner” in Imperatrice
- Support future WWTP expansions
- Imperatrice conservation protection (SOLC)
- Potential development opportunities



XII. Unfinished Business

Request to Begin Surplus Property Process

Divestment Options

- Sell lower portion of tax lots below ditch
 - Requires partitioning of tax lots
 - Maintain ownership of upper portion –resolve WWTP and Parks land issue
 - Lease or sell upper portion upon resolution
- Sell all tax lots associated with Imperatrice Property
- Release interest in upper portion to Southern Oregon Land Conservancy
- Do nothing

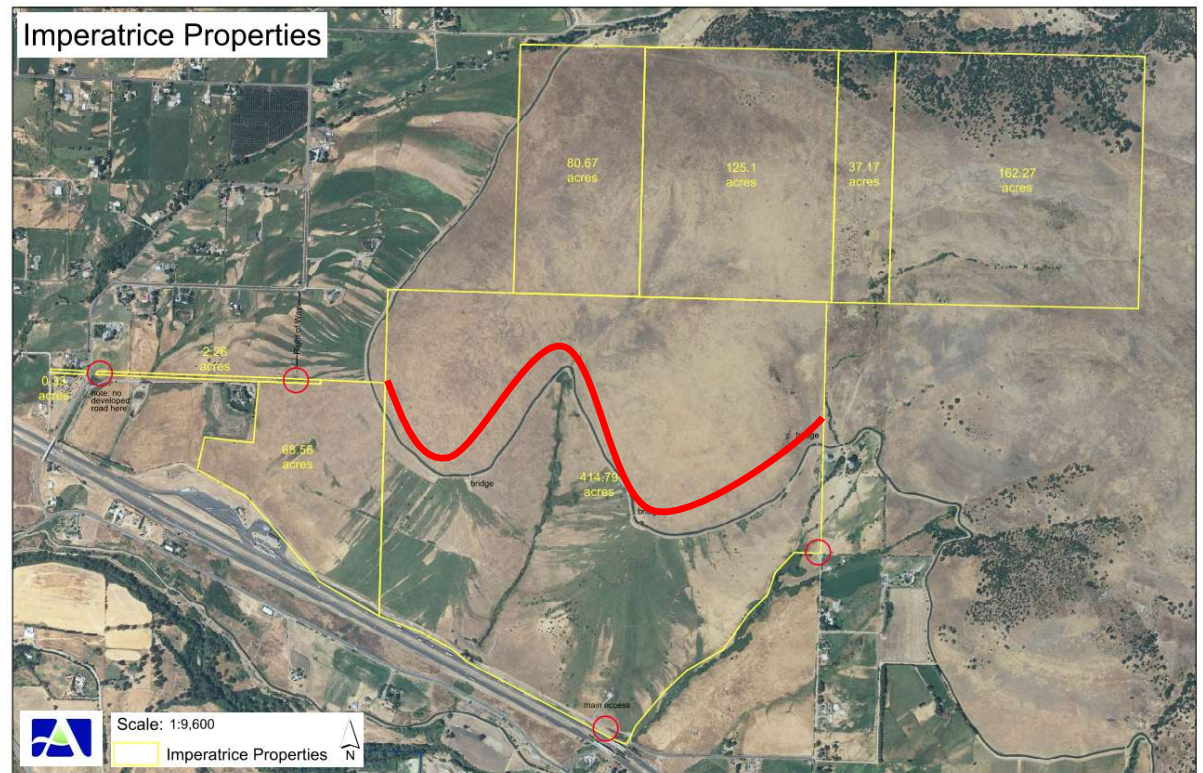


XII. Unfinished Business

Request to Begin Surplus Property Process

Staff Recommendation

- Partition off acreage from north side of TID ditch to existing south property lines
- Protect access to upper tax lots
- Sell lower portion tax lots



QUESTIONS?





Council Business Meeting

Date: December 2, 2025

Agenda Item	Request to Begin the Surplus Property Process for 380 Clay Street
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE

30

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Consider the future use and potential divestment of 380 Clay Street.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goal: Evaluate real property and facility assets to strategically support city mission and goals.

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland owns the real property located at 380 Clay Street. In recent months, there has been interest by a third-party to develop housing on the property. This agenda item is to share the development proposal that has been presented to staff, and seek direction from Council if they would like the City to pursue declaring the property "surplus" as the first step for potential divestment.

Property Details

380 Clay Street: Multi-Family Land Parcel (39-1E-11C, Tax Lot 2500), R-2 Zoning

The property is 0.32 acres (14,000 square feet) and rectangular in shape. The property includes a dilapidated Class D, wood-frame, single-family residence and a large Fremont Cottonwood, which has twice been determined ineligible for removal. As of January 13, 2021, the "as is" market value of the property was appraised at \$340,000. The property was originally purchased by the City with General Fund monies.

Developer Proposal

Local developer Allan Sandler has approached the City with interest in purchasing 380 Clay Street to develop 5-8 housing units.

- Proposal 1: Purchase the property in cash at or close to the appraised price with no restrictions placed on the property.
- Proposal 2: Purchase the property at no cost with restrictions that limit the development to housing priced at a specific price point.

Other Options

In lieu of the local developer's proposal, City Council could decide to take one of the following actions instead:

- Place the property up for sale to the highest bidder either with or without restrictions on development.
- Do not declare the property surplus and hold onto the property.

Surplus/Disposal Process

[ORS 221.725](#) outlines the requirements for the sale of real property owned by a municipality, including noticing a





Council Business Meeting

proposed sale and holding a public hearing. There are specific exceptions to the process, depending on the intended use of the property.

- Council discussion and direction on desired use of the property
- Council declaration that the property is "surplus;" direction to staff to negotiate an agreement or put the property up for sale
- Negotiation with potential purchaser
- Publish notice of proposed sale/lease
- Hold a public hearing concerning the sale/lease
- Execute sale/lease agreement

FISCAL IMPACTS

Declaring the property "surplus" has no direct financial impacts aside from the use of staff time. If the property is divested, the sale proceeds will return to the General Fund unless otherwise directed.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to surplus 380 Clay Street and direct staff to [*initiate negotiations with the developer for the sale of the property*].

REFERENCES & ATTACHMENTS

None





Council Business Meeting

Date: December 2, 2025

Agenda Item	Discussion of Use of Affordable Housing Trust Fund
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE

30

CATEGORY

Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY

A council discussion to address the following questions related to the Affordable Housing Trust Fund:

- Would City Council like the City to issue the Request for Proposals for the use of the allocated Affordable Housing Trust Funds this biennium?
- Are there specific priorities that the City Council would like the City to emphasize in the Request for Proposals?
- Would the City Council like to use the Housing and Human Services Committee to review submitted proposals and make a funding recommendation to Council?

POLICIES, PLANS & GOALS SUPPORTED

The Affordable Housing Trust Fund Ordinance and the Resolution that outlines the policies and procedures that govern the AHTF program are aligned with several adopted City documents.

- City of Ashland Comprehensive Plan, Housing Element, Goal #2, Policy 11: Utilize Ashland's Housing Trust Fund and other financial incentives to encourage the creation and retention of housing for homeownership or rent at a cost that will enable low- and moderate-income families to afford housing.
- City of Ashland Housing Capacity Analysis
- Housing Production Strategy
- Consolidated Plan for the Use of Community Development Block Grant funds
- Council's Livability goal: including a focus on Community character and community amenities, reliable utility services, progressiveness in rate structures and support for attainable housing.

BACKGROUND AND ADDITIONAL INFORMATION

Establishment of the Affordable Housing Trust Fund

The City of Ashland established the Affordable Housing Trust Fund (AHTF) in 2008 ([Ordinance 2966](#)) to help facilitate the production and preservation of affordable housing throughout Ashland. Along with the establishment of the fund, the City adopted policies and procedures to guide the distribution and use of the funds ([Resolution 2008-034](#)). Every two years, the City issues a Request for Proposal for eligible projects that are requesting use of the available funds for that biennium.

Eligible Applicants

The Affordable Housing Trust Fund is structured to ensure that many different types of organizations are eligible to receive financing. Eligible applicants include governmental subdivisions, community development corporations, local housing authorities, community action agencies, community-based or neighborhood-based non-profit housing organizations, other non-profit organizations, for-profit entities, and private employers.





Council Business Meeting

Eligible Uses

Affordable Housing Trust Funds shall support the creation or preservation of housing that is affordable to households with incomes that do not exceed 120% of the area median income, as defined by HUD for the Medford-Ashland metropolitan service area. To retain a significant degree of flexibility the eligible uses have a broad application including the following:

- **Acquisition and Construction of new affordable housing.** Eligible acquisition and construction costs include reasonable costs associated with building or land purchases.
- **Conservation:** through the use of “green” technologies provided that the benefits of the energy savings is passed on in the form of reduced costs to the qualified occupants of the affordable housing.
- **Land Banking:** the purchase of land to be dedicated toward the development of affordable housing in the near or long term.
- **Predevelopment activities:** Costs associated with planning, architectural services, engineering services, landscape design, legal services, surveys, appraisals, site clearance and demolition, environmental clearance, permit application fees and system development charges, in support of the development of affordable housing..
- **Bridge loans:** Bridge loans are intended to provide funding to permit housing projects to proceed in advance of the availability of permanent project funding. Bridge loan funding is available for acquisition or construction activities to assist in development of low-income housing (for rental or owner occupancy).
- **Capacity Building** Direct grant awards for non-profit affordable housing providers to fund administration of an affordable housing project or program.
- **Rehabilitation and Emergency Repairs:** Eligible rehabilitation and emergency repair costs provided as part of an established program to secure units as affordable or to provide direct benefits to existing low-moderate income households.
- **Hazardous materials abatement:** Costs associated with the abatement of hazardous materials consistent with the Federal Lead Safe Housing Regulations HUD requirements at 24 CFR §35
- **Direct benefits** to low-moderate income households through an established program including down payment assistance, rental assistance, mortgage foreclosure prevention, emergency housing vouchers, homeownership training, renter education, or other programs intended to increase housing opportunities for Ashland’s low-moderate income residents.
- **Transitional and Emergency Housing** for homeless individuals and families through an established program to move people toward self-sufficiency.

Preferences

Resolution 2008-034 includes preferences to guide activity selection when multiple applications are received. These preferences may be modified through the annual Request for Proposals. The following preferences are provided as general guidance for applicants and decision makers.

- Developments that produce “new” affordable housing units. New affordable housing units shall include housing units constructed where none had existed previously, abandoned or fire-damaged residential units to be returned to residential use, and non-residential or non-residentially zoned property converted to residential use. Any newly designated affordable housing units shall be secured as affordable through recorded Resale Restriction Covenants.
- Developments that provide new affordability. New affordability refers to existing housing where a new level of affordability is provided that does not currently exist. This could occur in rental or ownership housing where the number of affordable units is increased; where a portion of existing units will be made affordable to households at income levels substantially lower than the units previously served; or where the term of affordability on the units will be extended for a period beyond thirty (30) years.
- Developments of housing utilizing the Land Trust model to secure property and perpetual affordability.
- Developments that include joint ventures between multiple non-profit developers and/or for-profit developers, working in partnership, to complete an affordable housing project
- Developments that include a joint venture between service providers and non-profit affordable housing developers to create projects that contain additional benefits to low-income individuals in the development of the project, or additional services for the residents upon completion.





Council Business Meeting

- Developments that incorporate the use of “green” building materials, use of energy-efficient appliances, low-water use landscaping, and incorporation of building design and operational factors that minimize energy use and resource consumption as well as avoid indoor health impacts to achieve Earth Advantage Certification.
- Developments that include affordable units for the disabled and the homeless.
- Projects that propose long-term affordability.
- Projects that are sponsored by non-profit organizations.
- Projects that use private funding sources and State funding sources to leverage the least amount of Ashland’s Affordable Housing Trust Funds.

What the AHTF has funded Historically

Year	Award Amount	Reason for Award	Awardee
2018	\$312,385		
	\$300,000	Land Acquisition	Columbia Care
	\$12,385	Predevelopment	OHRA
2020	\$123,500		
	\$60,000	Emergency Sheltering	Maslow Project
	\$55,000	Emergency Sheltering	OHRA
	\$3,500	Winter Shelter	OHRA
	\$5,000	Pallet Shelter Pilot	Universal Unitarian
2022	\$170,000		
	\$60,000	Affordable Housing Development	Habitat for Humanity
	\$55,000	Emergency Rental Assistance	OHRA
	\$55,000	Winter Shelter	Rogue Retreat
2024	\$350,000		
	\$155,000	Navigation Support	OHRA
	\$100,000	Land Acquisition	Habitat for Humanity
	\$55,000	Capacity Building	Sunstone
	\$40,000	Capacity Building	Trusted Homes

Proposal from Mayor Graham and Councilor Sherrell

Mayor Graham and Councilor Sherrell have submitted a proposal on the current and future use of the Affordable Housing Trust Funds. That proposal is attached to this agenda item to aid in the discussion.

FISCAL IMPACTS

The City established the Affordable Housing Trust Fund (AHTF) in 2008, to address affordable housing needs within the community. The City offers AHTF grants on a biennial basis. The City receives an annual allocation of CDBG funds and the AHTF process was designed to run concurrent with the Request For Proposal for CDBG funding in order for those funds to work together and provide a more flexible funding source to supplement CDBG funding. The City dedicated \$200,000 in funding to the AHTF in BN25/27 budget, and that funding is available for award in the current biennium.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to direct staff to move forward with issuing the Request for Proposals for the use of Affordable Housing Trust Funds.





Council Business Meeting

REFERENCES & ATTACHMENTS

1. Affordable Housing Development Proposal
2. Draft Request for Proposals_Affordable Housing Trust Funds



Affordable Housing Fund
Proposal to the Ashland City Council
by Mayor Graham and Councilor Sherrell

November 25, 2025

Background

The City of Ashland's Affordable Housing Fund receives \$100,000 per year from marijuana taxes to support the development of affordable housing. While a necessary goal and important gesture of support, this fund is not large enough to make a substantial difference in the construction costs of housing developments. Because of this limitation, the funding has often been granted to nonprofit organizations providing temporary shelter in the years since its inception. While itself a worthwhile goal, temporary sheltering does not improve our ability to ensure long-term housing for our lower income residents. This proposal aims to leverage the Affordable Housing Fund in the 2025-27 biennium to catalyze the construction of affordable housing units across Ashland, while providing the time necessary to determine if there are better ways in which to invest this modest fund in the future that will lead to more affordable housing in Ashland.

Funding in the Current Budget

The proposal is for the City of Ashland to release a call for proposals soliciting proposals from eligible nonprofit organizations for:

- affordable housing construction and/or
- capacity building for nonprofit housing developers in Ashland.

This RFP would allocate the full \$200,000 in a single cycle to be funded in the second quarter of 2026. As in the past, staff may utilize the Housing and Human Services Advisory Committee to assess grant proposals and develop funding recommendations for the City Council. This approach meets the purpose of the Affordable Housing Fund while also supporting the Housing Production Strategy by strengthening the capacity of local nonprofit housing developers.

Planning for the Future

With the current funding for the 2025-27 budget expended through the RFP process outlined above, the City Council can think through future changes to the program ahead of the next budget process. This timing will allow the evaluation of the new ADU design library

and support program to determine how to get the biggest bang for the buck through investment of the Affordable Housing Fund.

In addition, the City Council should direct the Housing and Human Services Advisory Committee to investigate the potential of allowing occupied recreational vehicles in certain circumstances on residential property. This approach has been used with good results in Portland where it has resulted in many high-quality tiny homes that add rental capacity while complementing existing housing stock.

Potential Motions

I move approval of the proposal to direct staff to issue an RFP for eligible nonprofit organizations to request funding from the Affordable Housing Fund for construction of affordable housing and/or capacity building for local nonprofit housing developers and to bring a recommendation for that funding to the City Council with the assistance of the Housing and Human Services Advisory Committee.

I move to direct staff to assist the City Council in investigating potential structures for focused investment of the Affordable Housing Fund beyond the current biennium.

I move to request the Housing and Human Services Advisory Committee investigate the possibility of allowing occupied recreational vehicles in certain circumstances on residential property and to bring forward a recommendation to Council in 2026.



Request for Proposals

Housing Trust Fund

The City requests proposals from eligible applicants for the award of up to \$200,000 in City of Ashland Housing Trust Funds.

Background

The City of Ashland Affordable Housing Trust Fund was created to keep the Ashland community diverse by facilitating the production and preservation of affordable housing throughout Ashland. The City Council understands the changing nature of the housing market and therefore has established the policies and procedures for administering the AHTF to remain flexible to respond to changing market conditions and opportunities.

The primary purpose of the AHTF is to encourage the creation of housing for homeownership or rent, at a cost that will enable low- and moderate-income families to afford quality housing while paying no more than thirty per cent of gross household income on housing. To promote the rehabilitation, preservation and production of quality, well designed rental and ownership housing the AHTF will award funds to community development partners that are furthering the AHTF mission.

It is expected that the local contributions made through Ashland's Affordable Housing Trust Fund will leverage of State and Federal funds, as well as encourage private sector investment in affordable housing. To address the disparity between the cost of housing and the means of resident households to afford housing, the Affordable Housing Trust

Fund aims to provide direct financial support to projects that retain or increase the supply of needed housing for households earning less than 120% the Area Median Income as defined by HUD.

Eligible Applicants

The Affordable Housing Trust Fund is structured to ensure that many different types of organizations are eligible to receive financing. Eligible applicants include governmental subdivisions, community development corporations, local housing authorities, community action agencies, community-based or neighborhood-based non-profit housing organizations, other non-profit organizations, for-profit entities, and private employers.

Eligible Uses

Affordable Housing Trust Funds shall support the creation or preservation of housing that is affordable to households with incomes that do not exceed 120% of the area median income, as defined by HUD for the Medford-Ashland metropolitan service area. To retain a significant degree of flexibility the eligible uses have a broad application including the following:

- **Acquisition and Construction of new affordable housing.** Eligible acquisition and construction costs include reasonable costs associated with building or land purchases.
- **Conservation:** through the use of “green” technologies provided that the benefits of the energy savings is passed on in the form of reduced costs to the qualified occupants of the affordable housing.
- **Land Banking:** the purchase of land to be dedicated toward the development of affordable housing in the near or long term.
- **Predevelopment activities:** Costs associated with planning, architectural services, engineering services, landscape design, legal services, surveys, appraisals, site clearance and demolition, environmental clearance, permit application fees and system development charges, in support of the development of affordable housing.

- **Bridge loans:** Bridge loans are intended to provide funding to permit housing projects to proceed in advance of the availability of permanent project funding. Bridge loan funding is available for acquisition or construction activities to assist in development of low-income housing (for rental or owner occupancy).
- **Capacity Building** Direct grant awards for non-profit affordable housing providers to fund administration of an affordable housing project or program.
- **Rehabilitation and Emergency Repairs:** Eligible rehabilitation and emergency repair costs provided as part of an established program to secure units as affordable or to provide direct benefits to existing low-moderate income households.
- **Hazardous materials abatement:** Costs associated with the abatement of hazardous materials consistent with the Federal Lead Safe Housing Regulations HUD requirements at 24 CFR §35
- **Direct benefits** to low-moderate income households through an established program including down payment assistance, rental assistance, mortgage foreclosure prevention, emergency housing vouchers, homeownership training, renter education, or other programs intended to increase housing opportunities for Ashland's low-moderate income residents.
- **Transitional and Emergency Housing** for homeless individuals and families through an established program to move people toward self-sufficiency.

Match Requirements

The Ashland Housing Trust Fund is intended to support the development of needed housing but is not intended to provide the sole source of funding for any development project or housing program. To ensure that affordable housing providers, and organizations that assist individuals and families in obtaining needed housing, do not rely exclusively on AHTF to support their activities, it has been determined that; the Affordable Housing Trust Fund contribution shall not exceed more than 50% of the total project, or program, cost. Required Match

can be met utilizing Community Development Block Grants, State or Federal Funding, direct contribution from the applicant, private donations, and the contribution of land, materials or labor to the project.

In the case that land previously owned by the applicant is considered as required match, the value of the land shall be determined by a City approved certified appraisal completed by the applicant, unless otherwise directed in Oregon Revised Statute or City Municipal Code.

The valuation of land, and available equity to be considered as matching funds, shall be verified by the City prior to the disbursement of an AHTF grant when its value is considered as required matching funds.

Donated materials and labor which are proposed as required match through the development of a project shall have their value estimated at the time of application. The actual value of these contributions is subject to verification by the City at completion of the project.

Award recipients shall provide verifiable accounting for donated labor and materials, when such was necessary to satisfy the AHTF match requirements.

A recipient of an AHTF grant that fails to verify the match requirements have been satisfied at the conclusion of a project would be considered cause for the City to require full or partial repayment of any AHTF grants awarded to a project.

Proposal Requirements

Proposed Projects or Activities shall address the purpose of the Ashland Housing Trust Fund Framework and as supported by the information contained in the Ashland Housing Needs Analysis and Consolidated Plan as presented in the following documents:

- [Ordinance establishing the Affordable Housing Trust Funds](#)

- [Affordable Housing Trust Fund Policies and Procedures for administration](#)
- [City of Ashland Consolidated Plan for the use of Community Development Block Grant funds](#)

Proposal Format

The proposals should be concise and should contain the following sections in order as shown:

1. Introduction

- Describe organization and what is unique about the firm, its goals, and objectives.

2. Project Description

- Describe the program/activity for the respondent organization is seeking funding.
- Describe the target population expected to benefit from the program/activity.
- Provide the number of individuals, or households, expected to benefit from the program/activity.
- If applicable provide the number and type of housing units to be created or made habitable.
- Provide a detailed timeline leading to the completion of the proposed program/activity.
- Provide a map showing the project's location. If the project will serve a specific area, proposed project boundaries should be shown.

3. Project Experience

- Describe the respondent's organizational framework, special resources, and any other information to demonstrate that the respondent can effectively and efficiently complete the proposed program/activity.
- Describe the respondent's organizational experience in completing programs or activities similar to the proposal outlined in the RFP.
- List other organizations involved with this project and their level of involvement.

4. Funding Request

- Provide the requested amount of Ashland Housing Trust Funds.
- Provide the amount of any Community Development Block Grants requested under a separate application (if applicable).
- Provide a detailed project budget that includes all other funding sources anticipated to support the program/activity.
- Provide the proposed percentage of matching funds, including the estimated value of donated land or labor, demonstrating that the Affordable Housing Trust Fund contribution shall not exceed more than 50% of the total project, or program, cost.
- Provide a detailed budget including but not limited to land acquisition costs, materials, building permit costs, predevelopment costs, professional services, and any other administrative costs.

Selection Criteria

The project is considered an eligible use or activity and benefits households earning less than 120% the Area Median Income.

If the project is related to the provision of technical assistance to affordable housing providers, the use of Ashland Housing Trust Funds functions to increase the capacity of the organization to specifically address the mission of the AHTF.

Scoring

- The project provides new affordable housing, or new affordability, through retention or rehabilitation of existing housing, within the City. The greater the number of units provided, the higher the ranking the project shall be given. (20).
- The agency submitting the proposal has the capacity to carry out the project and has had demonstrated successes completing projects of similar scope. (20).
- The project is ready for implementation (For example: If the project includes the acquisition of property, the identified property is currently available for acquisition and the applicant has secured either a purchase option or letter of interest from the seller and has addressed

any procurement requirements for use of Community Development Block Grants if applicable). (15).

- The budget and timeline are thorough and realistic. (15).
- The project addresses the unmet housing needs as identified in the Ashland Housing Needs analysis or Consolidated Plan. (10).
- The project retains the affordable housing units as affordable. The longer the period of time the units remain affordable, the higher ranking the project shall be given. (10).
- Affordable Housing Trust funds shall be limited to the minimum amount necessary to complete the project. The lower the percentage of AHTF funds requested, relative to the full project costs, the higher ranking the project shall be given (5).
- The proposal demonstrates that Ashland Housing Trust Funds are the most appropriate funding source, and necessary, for the project. (5).
- The project addresses energy conservation through the integration of green building technologies in new construction, or achieves greater energy efficiency, water conservation, and/or waste reduction through rehabilitation of existing housing. (5).
- The project maximizes partnerships in the community (volunteers, in-kind contributions, cash contributions, multiple organizations involved, etc.). (5).
- The project utilizes already existing resources in effective and innovative ways and does not duplicate service provided by another organization. (5).
- That relocation of existing residents will be minimized, and when necessary, the applicant has included accurate relocation assistance costs as part of the project pro forma. (5).

Question/Answer Period

If interested applicant organizations have questions or require clarification of various aspects of this RFP, please submit those questions or requests for clarification to Linda Reid, City of Ashland Housing Program Specialist, at or 541-552-2043 linda.reid@ashland.or.us, no later than February 14, 2026. Questions received after February 14, 2026, may not receive a formal response.

Application Schedule

Announcement of RFP January 1, 2026
Question Period Closes February 13, 2026
Proposals Due February 20, 2026
Presentations to the Housing and Human Services Commission: March 26, 2026
Presentations to Council/Award determinations: April 21, 2026
Grant year begins: July 1, 2026

The deadline for application submittal is 4:30 p.m., February 20, 2026.

Please submit one (1) electronic copy of the proposal, in PDF format, to the Housing Program Specialist at the Community Development Building, 51 Winburn Way, via email to linda.reid@ashland.or.us.

Or hand deliver the proposal to:

**Linda Reid
Housing Program Specialist
City of Ashland
51 Winburn Way Street
Ashland, Oregon 97520**

The respondent to the RFP is solely responsible to verify receipt of the proposal prior to the deadline. Funds to be awarded are public funds and any information submitted or generated is subject to public disclosure requirements.

PROTEST

Any prospective developer who contends that the provisions of the RFP or any aspect of the procurement process will encourage favoritism in the award of the contract, or substantially diminish competition, must file a written protest to the RFP at least ten days prior to the date set for the opening of proposals.

Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279, the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

The City reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the proposal, to accept or reject any or all proposals received, to award full or partial funding of any request, and/or to cancel all or part of this RFP at any time prior to awards.

CONTRACT

Selected award recipient(s) will be expected to enter into a written contract with the City of Ashland. The City of Ashland shall prepare an agreement between the City and award recipients. The agreement shall outline the conditions of award and shall be executed prior to the disbursement of any Affordable Housing Trust Funds. Unconditional refusal to accept the contract provisions proposed by the City without offering acceptable alternatives may result in disqualification of the offeror or a less favorable evaluation of its proposal.

		*All items are placeholders subject to Council action and organizational needs. Not all items will appear on the Look Ahead due to timing or scheduling considerations.		
	DATE	STUDY SESSION MEETINGS - TOPIC/AGENDA ITEMS	DEPARTMENT	LEAD STAFF
	Dec. 15	Audit Presentation (5 PM Start Time) Standing Advisory Committees Presentations & Celebration		
	Dec. 17	Special Meeting – Electric rate adoption- last increase July 1, 2021	postponed from Nov. 3, 2025 Study Session at Council Direction	
	DATE	REGULAR BUSINESS MEETINGS - AGENDA ITEMS	DEPARTMENT	LEAD STAFF
	Dec. 16	Second Reading for ordinance language changes	Legal/Admin	Johan/Carmel/Jordan
		First Reading of Ordinance XXXX: Amending Chapy 10.68 Public Parks to include provisions for special use permitted activity	Parks	Rocky Houston
		Budget Transfer from General Fund Contingency for cost overruns: Community Center and Pioneer Hall (Council directive to improve buildings) and Transfer from the Street Fund to SDC Street Fund to recognize revenue for Ashland Street Project	Finance	Bryn Morrison
		Advisory Committee Reappointments	Recorder	Kolodzinski



City Manager's Report

December Report—12.2.2025

CITY MANAGER'S OFFICE:

- The City is finalizing an **agreement with OHRA (Opportunities for Housing, Resources & Assistance) for the provision of winter/extreme weather shelter at 2200 Ashland Street**. The contract will be attached to the City Manager's Report when finalized.
- **Storytown's new Community Calendar App has arrived!** Discover theatre, live music, foodie festivals, Mt. Ashland adventures and more – all for free. Download on iOS or Android and start exploring or sharing Ashland events! More information at storytownashland.com.
- On Sunday, December 14, from 2 to 4:30 p.m., an inspiring **benefit concert and film honoring our sister city, Sviatohirsk**, will be held at the Ashland High School Theatre. Join us for an afternoon of music, stories and community support for Ukraine. [Learn more on the City Calendar](#).
- The annual, **"If I were Mayor..." contest for Ashland students in grades 4 through 12** is underway. Learn more at ashlandoregon.gov/OMAContest. *The deadline for entries is March 13, 2026.*
- **Winter weather is ahead!** The City is ready and sharing tips to help residents and business owners prepare for upcoming winter storms. Learn more at ashlandoregon.gov.
- Want to make a difference in Ashland? **The City has openings on several Committees**. Apply today and help shape the future of your community! More at ashlandoregon.gov/CouncilCommissionsCommittees.
- The bimonthly Ashland **City e-Newsletter** brings it all straight to your inbox. [Sign up Now for City e-News at ashlandoregon.gov/CityNewsletters](#).
- Ashland Recology will offer a **free leaf drop-off-day** at the Valley View Transfer Station in Ashland on Sunday, December 7, from 10 a.m. to 3 p.m. More at recology.com/recology-ashland.

FIRE:

- **Fire Department lobby hours for Station No. 1** will be adjusted so that the lobby is open on Tuesdays and Thursdays from 10 a.m. to 2 p.m., beginning **January 13, 2026**.
- The **Ambulance Membership Program** will undergo several updates, which will be implemented in **February 2026**. Details at ashlandoregon.gov/Fire.

PARKS & RECREATION:

- Permitting delays on the new permanent cover for the **Ashland Rotary Centennial Ice Rink have postponed the season's opening**. An update will be posted by Monday, December 8. More on the ice rink at ashlandoregon.gov/IceRink.
- **Holiday Party for Seniors**, December 19, 2 to 3:30 p.m. at Ashland Senior Center. Sponsored by Village at Valley View, Maple Ridge Senior Living, Bristol Hospice, Rotary Club of Ashland and Evergreen Federal Bank. A fun afternoon of refreshments, gifts and seasonal musical entertainment, featuring French Caroling by Urban Kohler and friends and Christmas Keyboard Favorites by Alice Mallory.



- A windstorm took down one entire row of the netting support poles at the **driving range at Oak Knoll Golf Course**. Many of the poles left standing were damaged creating a potential safety hazard. Fortunately, no one was injured during the storm or the following demolition/clean up.



Driving Range at Oak Knoll Golf Course following a windstorm

**AGREEMENT FOR COORDINATING SERVICES AND OF SEVERE WEATHER SHELTER BETWEEN CITY
OF ASHLAND AND OHRA**

This Agreement ("Agreement") by and between THE CITY OF ASHLAND, a municipal corporation (hereinafter "City") and Opportunities for Housing, Resources and Assistance ("OHRA"), a 501(c)(3) corporation registered in Oregon, (collectively the "Parties"), shall be effective upon the date of the last signature ("Effective Date").

WHEREAS, City and OHRA enter into this Agreement to identify their roles and responsibilities for providing severe weather shelter accommodations to vulnerable persons who require safety and protection from exposure due to extreme weather conditions.

WHEREAS, the City acknowledges the necessity of providing institutional support to the shelter to ensure efficient and safe management. In partnership with OHRA, the City recognizes the business continuity needs of OHRA to operate the shelter located at 2200 Ashland Street, Ashland, OR 97520 (the "Severe Weather Shelter") over consecutive nights.

WHEREAS, this Agreement also incorporates the public policy of the Council to provide emergency shelter services in the conditions outlined in Resolution 2022-33.

THEREFORE, in consideration for the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. **Duration.** Except for termination as provided herein, the term of this Agreement shall be from December 1, 2025 through April 1, 2026, unless otherwise agreed, in writing, by both parties.
2. **Budget Limitations.** In no event shall OHRA's total of all compensation and reimbursement under this Agreement exceed \$30,000.00 without express, written approval from the City. OHRA acknowledges that any work delivered in excess of this budget limitation is done at OHRA's own risk and on a volunteer basis without expectation of compensation or reimbursement. Payment is due 30 days after this Agreement's Effective Date.
3. **OHRA'S Obligations.**
 - a. Severe Weather Shelter Operation. OHRA agrees to operate the Severe Weather Shelter in accordance with the terms of this Agreement and under the following terms:
 - i. Access. OHRA staff will have access to the Severe Weather Shelter starting on December 1, 2025.

- ii. Nightly Shelter. Starting on December 5, 2025, the Severe Weather Shelter operations shall consist of a nightly shelter, with operating hours from 5:00pm to 10:00am, for up to 30 registered guests. OHRA will not allow guests to remain on facility grounds outside of these operating hours.
 - iii. Severe Weather. When weather conditions reach the thresholds stated in Resolution 2022-23 (**Exhibit A**) OHRA will expand the Severe Weather Shelter to operate for 24 hours and open additional shelter space for drop-in guests while the severe weather conditions outlined in the Resolution exist.
 - b. Responsibilities. OHRA agrees to undertake the scope of work as outlined in **Exhibit B**. To fulfill this scope, OHRA will make all necessary arrangements and commitments to ensure that both paid staff and volunteers are present at the Severe Weather Shelter. Additional responsibilities include:
 - i. OHRA shall execute and enforce City approved waivers, which shall include code of conduct conditions, for all individuals utilizing the Severe Weather Shelter.
 - ii. OHRA shall be solely responsible for wages and benefits paid to any employees or contractors working for OHRA. OHRA shall comply with the Ashland Municipal Code by paying a living wage, as defined in AMC 3.12, to all persons paid to perform work under this Agreement and to any subcontractor paid to perform 50% or more of the service work under this Agreement. OHRA agrees to fulfill the requirement it post the living wage notice prominently in areas where all its employees will see it.
 - c. Training. OHRA will ensure that staff are adequately trained for the authorized, safe, and lawful operation of the Severe Weather Shelter.
 - i. OHRA agrees to provide training on relevant emergency plans, first aid, abuse prevention, de-escalation, trauma-informed care, safety precautions, and emergency communications related to the Severe Weather Shelter.
 - d. Communication. OHRA will provide communication and distribution of notices for the nightly shelter. The City will provide communication and distribution of notices for the Severe Weather Shelter, in coordination with OHRA.
4. **City obligations**. The City shall make the Severe Weather Shelter at 2200 Ashland Street, available under the terms of this Agreement to OHRA so it may fulfill its shelter obligations as set forth in this Agreement. Additional obligations of the City include:
- a. City will take on the utility costs of the Severe Weather Shelter, which include services associated with water, electric, heat, garbage service, internet, phone, security cameras, lighting and costs associated with building/grounds maintenance.

- b. City will maintain and takes responsibility for general insurance for related to the shelter building and grounds, but not for negligent management associated with shelter management.
 - c. City will ensure the completion of and payment for any improvements to the building relating to the facility needs of the Severe Weather Shelter, including fence and gate installation and repairs, temporary heating needs, and any other construction for planned upgrades and any permit and planning fees associated with those upgrades or any other improvements.
- 5. **Payment.** All payments made to OHRA under this Agreement should be sent to the following address: P.O. Box 1133, Ashland, OR 97520
- 6. **Real or Personal Property.** There shall be no transfer of title or possession to any real or personal property interest pursuant to this Agreement.
- 7. **Termination.**
 - a. All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days' notice in writing and delivered by certified mail. In the event of termination of the Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement. In the event of termination or breach, payment shall be calculated on a per diem basis.
 - b. This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and/or fails or neglects to correct the same within 10 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 10-day period, this provision shall be complied with if correction of the breach begins within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as is practicable.
- 8. **Assignment.** OHRA shall not assign or transfer any interest in this Agreement without prior written consent of the City, provided, however, that OHRA may subcontract the performance of any provision or obligation required by this Agreement, so long as OHRA remains primarily responsible to the City for the performance of such provision or obligation.
- 9. **Inspection of Records.** OHRA shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. The City and its duly authorized representatives shall have access to the books documents, papers, and records of OHRA which are directly pertinent to the Agreement for the

purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by OHRA for three years from the date of the completion of work unless a shorter period is authorized in writing. OHRA is responsible for any OHRA audit discrepancies involving deviation from the terms of the Agreement.

10. Indemnification. The City of Ashland is not providing services but rather purchasing services from OHRA. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the parties both shall hold each other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any negligence or willful misconduct of the other, its officers, employees or agents. The City of Ashland shall not be held responsible for any claims, actions, costs, judgments, or other damages, directly or indirectly caused by any negligence or willful misconduct by OHRA, its employees, or agents, or its volunteers. 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.

11. Independent Contractor Status. OHRA is an independent contractor and neither OHRA nor anyone performing work pursuant to this Agreement and under OHRA's auspices is an employee of the City. OHRA shall have complete responsibility for performance of its obligations under this Agreement. Except as provided for in this Agreement, the City shall not be liable for any obligations incurred by OHRA. OHRA shall not represent to any person that the City is liable for OHRA's obligations.

12. Insurance. Each party is responsible for its own insurance and coverage relating to claims arising from providing or staffing a Severe Weather Shelter. No City coverage is extended to the other parties or volunteers; however, the City will maintain existing property coverage of the facility.

OHRA shall hold the following liability insurance limits and name the City of Ashland as an additional insured party: general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence and for bodily injury, death, and property damage and professional liability with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damage caused by error, omission or negligent acts related to the services provided under this Agreement.

13. Dispute Resolution. City and OHRA shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the staff level. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the

dispute and if either party wants to further pursue the dispute, all parties waive their right to a trial by jury.

- 14. Notice and Representatives.** Unless personally served, all notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business set forth below or at the place designated hereafter in writing by the parties. Bills and payments are considered "delivered" upon actual delivery. In all other instances, "delivery" is considered complete when deposited in a United States mail with the appropriate postage prepaid.

City of Ashland:
City Manager
20 East Main Street
Ashland, OR 97520

OHRA:
P.O. Box 1133
Ashland, OR 97520

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers thereunto duly authorized.

CITY OF ASHLAND

BY: Sabrina Cotta

Title: City Manager

Dated: _____

Jordan Molyneux, Acting Attorney

OHRA

By: Daniel H. Cano

Title: Executive Director

Dated: 11/26/2025

RESOLUTION N O . 2022-33

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

RECITALS:

- A. Ashland is in an area that has four distinct seasons, all of which can exhibit extreme conditions due to severe weather events that can be hazardous to persons without access to adequate heating, cooling, sheltering or air quality resources.
- B. The City of Ashland desires to set forth the conditions under which it will call for the availability of protective or emergency sheltering during severe weather-related events and the policies related to the procedures the City will take to determine when to call of a shelter and how the City will coordinate with community volunteers and disseminate information on such emergency shelter.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

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

SECTION 2. Provision of Emergency Shelter During Severe Weather Events

- 1) Ashland will facilitate the provision of protective or emergency shelter within available resources as set forth here during times of extreme weather. Calling or activating a severe weather shelter is subject to practical considerations which may include, but are not limited to, identifying an available facility/facilities appropriate for the intended use, the ability to operate the shelter(s) in a safe manner for all potential users and supporting volunteers/staffing, the capacity of the shelter operations to adhere to the Severe Weather Shelter Operations Policy (attached), and the availability and level of necessary resources to support shelter operation. Necessary resources include volunteer support and contracted/city staffing, authorized and available funding. The City's ability to address or manage practical considerations will impact its ability to call for or maintain over time a severe weather shelter. For purposes herein, weather conditions shall be considered extreme under the following:
 - The general threshold for calling a cold weather shelter: 32 degrees or below considering such factors as wind chill, precipitation, number of days' duration or in instances where the National Weather Service issues a Weather Warning.
 - The general threshold for calling an extreme heat shelter: 95 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.
 - The threshold for calling a smoke related shelter: an air quality index of 150 and above or designation of "unhealthy for everyone") or above.
 - And/or any combination of weather conditions, community circumstances including interruption of electric or essential city services, which, at the discretion of the City Manager, or their designee, make conditions hazardous to human life without adequate shelter.

SECTION 3. City's Role in Instances of Emergency Shelter

1) The City Manager, or their designee, will fulfill the following duties:

- Shelter Activation: Determine when the City will activate the provision or opening of protective or emergency shelter and approve the use of City resources for this purpose.
- **48 Hour Notice**: The City will strive to provide 48-hour notice, unless in times of sudden severe weather conditions to contracted shelter provider to allow ample time for volunteer coordination and dissemination of information to the public.
- Communication: Communicate between internal City staff and the community. This will include communication between non-profits contracted to provide shelter coordination and City staff involved/concerned with sheltering activities, including but not limited to staff from Emergency Operations, Ashland Fire and Rescue, the Community Emergency Response Team (CERT) Coordinator or other AFR staff as designated by the Fire Chief, Ashland Police, Ashland Parks and Recreation, and City Administration, as well as with the Mayor and City Council, and other elected and appointed officials.

Communication will include coordination with or use of Nixle alerts as appropriate. The communication should provide information to the public regarding shelter information, which could include posting new items on the City's website, notifying 211, and posting information about shelters on the City's social media platforms.

- Shelter Coordination: Protective and emergency weather shelter will be staffed by community and/or CERT volunteers. The City will take steps within funding appropriated for the purpose to contract with a third-party non-profit organization to provide shelter coordination and oversight, including volunteer coordination and the provision of liability insurance to cover all emergency shelter related activities. Contracted shelter coordination may also include soliciting, vetting, and providing trainings to shelter volunteers (in coordination with CERT volunteer trainings), maintaining a shelter volunteer contact list, and coordinating with the City staff regarding background checks for shelter volunteers. These items and any additional duties will be outlined in a separate shelter coordinator service contract.

The City will arrange for the provision of materials and resources as needed to protect those managing and utilizing its facilitated emergency shelter. Materials and resources will also be made available for the training of protective and emergency shelter associated staff and volunteers.

Shelter coordination should also include periodic or regular meetings as necessary between City staff, the non-profit shelter coordinator and volunteer participants/stakeholders to debrief event management and review shelter processes/procedures for planning and coordinating improvement.

- 2) Emergency shelter during or in anticipation of a severe weather event may require the use of an available city owned building/facility. Previously booked/scheduled groups in those locations will be subject to cancellation in such a case. The City will endeavor to establish an appropriate, permanent location and facility for emergency weather shelter for the community.

SECTION 4. Severe Weather Activation

Provisions for emergency shelter will be activated as follows:

- a) When the City Manager, or their designee, determines that weather conditions are or are

likely to become "extreme," they will contact the City's Emergency Operations Officer or CERT Coordinator to confirm the emergency circumstances and activate the provision of protective or emergency shelter.

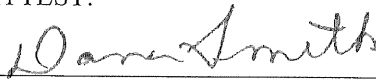
- b) Emergency Operations Officer or CERT Coordinator will, in turn, contact the following:
- City's non-profit shelter coordinator to determine the feasibility of initiating emergency shelter operations, including the availability of volunteer staffing, and
 - The City's Parks and Recreation Department and other facilities management to determine if a city facility or facilities are available for the sheltering event. If no suitable City building is available, city staff and the non-profit shelter coordinator will work with community partners toward securing a sheltering location elsewhere in the city.
- c) The Non-profit Shelter Coordinator will contact designated representatives from volunteer organizations to arrange for on-site volunteers at the shelter.
- d) The CERT Coordinator or other AFR staff as designated by the Fire Chief, will put out a call for volunteers through the CERT system annually to notify them of shelter training availability.
- e) Shelter volunteers should bring their own cell phones in case of emergency.

SECTION 5. Emergency shelter will be operated consistent with the attached Severe Weather Shelter Operations Policy.

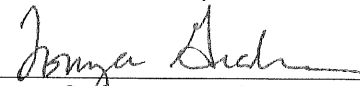
SECTION 6. This resolution takes effect upon signing by the Mayor.

ADOPTED by the City Council this 6th day of December, 2022.

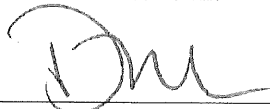
ATTEST:


Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 18th day of July, 2023.


Tonya Graham, Council Chair

Reviewed as to form:


Doug McGeary, Interim City Attorney

Ashland Severe Weather Shelter 2025-2026

Exhibit B – Scope of Work

Opportunities for Housing, Resources, & Assistance (OHRA) shall be responsible for:

- Providing necessary bedding, furniture, and other supplies for shelter operational needs.
- Hiring, training, and overseeing on-site staffing, which OHRA deems adequate to safely operate the Ashland Severe Weather Shelter.
- Maintaining the onsite presence of at least one staff member while the shelter is operating.
- Providing an intake process and approving of guests in accordance with criteria for Low Barrier Shelter requirements.
- Providing the full continuum of care of treatment and recovery services to guests, to the best of OHRA's ability, including access or referral to supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
- Cleaning, sanitizing and stocking needed sanitation supplies.
- Maintaining general insurance for Ashland Severe Weather Shelter operations.
- General oversight of Ashland Severe Weather Shelter building and grounds during periods of operation, reporting any building issues to the City, and maintaining walkways so they are accessible in inclement weather.
- Providing an end-of-action report that summarizes the use of shelter, including:
 - Total number served
 - Bed nights provided
 - Average length of stay
 - Exit outcomes (if known)
 - Lessons learned about needs, the facility, or shelter provision

