



# Council Business Meeting Agenda

## ASHLAND CITY COUNCIL BUSINESS MEETING AGENDA

Tuesday, April 7, 2026  
Council Chambers, 1175 E Main Street

---

Live stream via RVTV Prime at [rvtv.sou.edu](http://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.**

To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).

**II. 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**

- a. Arbor Day Proclamation
- b. Independent Media Week

**VI. APPROVAL OF MINUTES**

- a. Minutes of the March 16, 2026 – Study Session Meeting
- b. Minutes of the March 17, 2026 - Business Meeting

**VII. CONSENT AGENDA**

- a. Committee Member Appointments
- b. Authorize City Manager to Submit a Heritage Tree Nomination for the Fremont Cottonwood at 380 Clay St

**VIII. SPECIAL PRESENTATIONS**

**IX. PUBLIC FORUM**

**X. PUBLIC HEARING**





# Council Business Meeting Agenda

## XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

## XII. UNFINISHED BUSINESS

- a. Natural gas objectives and mechanism to achieve policy objectives

## XIII. NEW BUSINESS

- a. Citizens' Budget Committee Appointment
- b. Requested Information on City Hall Repairs
- c. End-of-Action Report on the Winter Shelter and Severe Weather Shelter
- d. Garfield Park Concerns

## XIV. CITY MANAGER REPORT

- a. April Report
- b. Look Ahead

## 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](mailto: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](http://ashlandoregon.gov).





**A Proclamation in honor of Arbor Day 2026**

---

**WHEREAS**, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

**WHEREAS**, trees in our city enhance the vitality and livability of our community and serve as a source of joy and spiritual renewal.

**NOW, THEREFORE**, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby proclaim that the first full week of April, as designated by the Oregon State legislature, is Oregon's Arbor Week In the City of Ashland. I urge all citizens to celebrate Arbor Week and to support efforts to protect our trees and woodlands.

In Ashland, we are better together.

*Dated this 7th day of April 2026*

---

Tonya Graham, Mayor

---

Alissa Kolodzinski, City Recorder





## **A Proclamation in honor of Independent Media Week 2026**

---

**WHEREAS**, an informed citizenry is a cornerstone of democracy; and

**WHEREAS**, an informed citizenry depends on unrestrained press, which provides greater access to information, more points of view, and greater diversity of thought; and

**WHEREAS**, the trend toward the consolidation of media ownership has resulted in journalistic practices that hinder public awareness by excluding or marginalizing minority and dissenting viewpoints; and

**WHEREAS**, fewer media voices can result in homogenized messaging and the silencing of many points of view; and

**WHEREAS**, the First Amendment to the US Constitution guarantees freedom of the press, protecting media from government censorship.

**NOW, THEREFORE**, I, Tonya Graham, Mayor of the City of Ashland, Oregon, on behalf of the City Council, do hereby proclaim the week of April 12-18 as INDEPENDENT MEDIA WEEK and encourage all citizens to seek out and explore the rich diversity of independent media available within, and to our community.

*Dated this 7th day of April 2026*

---

Tonya Graham, Mayor

---

Alissa Kolodzinski, City Recorder



**ASHLAND CITY COUNCIL  
STUDY SESSION MINUTES  
Monday, March 16, 2026**

---

Chair Dahle called the meeting to order at 5:30 p.m.

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

Present via Zoom: Mayor Graham

Staff Present:

Sabrina Cotta	City Manager
Alissa Kolodzinski	City Recorder
Scott Fleury	Public Works Director

**I. Call to Order**

**II. Reports and Presentations**

*a. Strategic Planning Update*

Ashley Sonoff from SSW Consulting presented an update to Council on the Communications and Engagement Framework for the City's strategic plan development (see presentation in agenda packet). Three overarching engagement goals were outlined: to be intentional and inclusive, to foster a shared understanding of community challenges and opportunities, and to ensure the final plan reflects both community priorities and staff expertise. The project is currently entering Phase 3 of a four-phase process.

The engagement approach aims to meet community members at existing events (rather than creating new stand-alone events) utilizing a broad menu of digital, in-person, and print tools. A preliminary list of community events between April and July was presented as a starting point. Complementary internal engagement with city staff will be conducted through digital surveys and department-level meetings.

Council discussion included how budgetary trade-offs and fiscal realities would be communicated to the public during the engagement process. Sonoff clarified that the initial phase focuses on high-level community priorities and vision, with trade-off discussions occurring in subsequent phases as the plan is refined and ultimately brought to the policy and budget level for Council consideration.

Councilors requested that outreach be expanded to include direct outreach to the Ashland School District (ASD) and Southern Oregon University and also requested the ability to add community groups and events not yet represented on the list, which the consulting team welcomed.

Cotta confirmed that both the stakeholder and the event lists would be distributed to Council via email following the meeting. Council's direction was to review both documents and return feedback identifying any gaps in stakeholders or events, as well as indicating which events individual members were willing to attend or support.

b. *Wastewater and Storm Drain Cost of Service and Rate Overview*

Fleury introduced Josiah Close of HDR Engineering as the consultant on this project and presented an overview of the cost of service and rate analysis for the City's wastewater and storm drain utilities (see agenda packet). The study follows the Water Environment Federation Manual of Practice No. 27 for wastewater and applies comparable methodology to storm drain as a new utility fund.

Key considerations informing the rate study included the introduction of a franchise fee for the storm drain utility (consistent with other city utilities), the appropriateness of the current 90-day operating reserve policy, and the establishment of an equipment replacement reserve fund to smooth future rate impacts from major capital expenditures.

For the wastewater utility, approximately \$18.8 million in capital investment is projected over the next five years, with two primary projects: the Head Works facility (\$7.4 million) and the Hardisty site (approximately \$5 million shared across streets, storm drain, and wastewater). The analysis projects monthly residential bill increases of approximately \$2.38 to \$3.11 over the five-year study period, calculated on a winter water average basis. The study examined both a status quo rate structure and an alternative structure that would differentiate multifamily rates to better reflect their lower estimated volume contribution relative to single-family residential accounts.

For the storm drain utility, approximately \$3.5 million in capital investment is projected over the rate-setting period, with a portion attributable to the Hardisty project. The proposed rate impact is \$1.00 per year for fiscal years 2027 through 2029, tapering to \$0.75 and \$0.50 in subsequent years. A franchise fee of eight percent of rate revenues would be incorporated beginning in fiscal year 2027.

Councilors raised concerns about the comparator chart for wastewater rates, noting that the City's variable rate structure makes direct comparison to peer agencies with flat rates difficult. Fleury and Close acknowledged this and noted that being the water purveyor affords Ashland access to consumption data that many other agencies cannot obtain. Councilors inquired about a reported 50 percent rate increase at Rogue Valley Sewer Services (RVSS) and Close indicated he would investigate and attempt to incorporate forward-looking projections for that agency where available.

Fleury noted that the wastewater system conveys sewage to the treatment plant while the storm drain system conveys surface runoff to local waterways under an MS4 permit issued by DEQ. He confirmed that properties hydraulically disconnected from the storm drain system are not assessed storm drain rates. The council raised questions regarding climate resilience and whether pipe replacement work accounts for projected increases in storm intensity. Fleury explained that the City follows design standards set by RVSS - any change to criteria would require a broader discussion.

Fleury spoke that next steps would include a final presentation to Council including recommendations and draft rate resolutions in the coming months for adopting rates for fiscal year 2027, with subsequent biennium increases brought forward for adoption at the appropriate budget cycle.

**III. Adjournment of Study Session.**

The meeting was adjourned at 7:02 pm.

---

City Recorder Alissa Kolodzinski

---

Mayor Tonya Graham

DRAFT

**ASHLAND CITY COUNCIL  
BUSINESS MEETING MINUTES  
Tuesday, March 17, 2026**

---

**I. Business Meeting**

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

Present Via Zoom: Mayor Graham

Staff Present:

Sabrina Cotta	City Manager
Johan Pietila	City Attorney
Alissa Kolodzinski	City Recorder
Jordan Rooklyn	Deputy City Manager

Chair Dahle called the meeting to order at 6:00 p.m.

- a. Land Acknowledgement\*\*

Hansen 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**

Council Chair Dahle noted that he was presiding in Mayor Graham's absence due to her attendance at the National League of Cities Congressional City Conference.

- a. *National Public Safety Telecommunicators Week Proclamation*

Dahle read the proclamation into the record. DuQuenne spoke that Governor Kotek ordered flags to be flown at half-staff in honor of former State Senator Avel Grodly, the first Black woman elected to the Oregon State Senate who passed away on February 16, 2026.

**V. APPROVAL OF MINUTES**

- a. *Minutes of the March 2, 2026 – Study Session Meeting*
- b. *Minutes of the March 3, 2026 – Business Meeting*

**Bloom moved to approve the minutes as stated. Seconded by Hansen.**

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

**VI. CONSENT AGENDA**

- a. *Appointment to Housing and Human Services Committee*

**Bloom moved to approve consent agenda. Seconded by Kaplan.**

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

## **VII. SPECIAL PRESENTATIONS**

### **a. RVTD Levy Presentation**

Kelly Madding, Operations Manager for the Rogue Valley Transit District (RVTD), and Denise Krause, RVTD Board Member, presented an overview of the district's current financial situation, recent service cuts, and the upcoming five-year levy on the May 2026 ballot (presentation attached).

RVTD had cut 40% of its services in 2025, impacting Route 1X, Route 17, and reducing Route 10 frequency, due to a 78% rise in operating costs over seven years with only a 2.5% revenue increase annually. As a result, Saturday and evening services were eliminated. They mitigated budget constraints by suspending contracts and freezing wages. The proposed levy keeps the rate at 13 cents per \$1,000, similar to past successful levies.

Councilors voiced support for service restoration with the passage of the levy, emphasizing the importance of weekend and nighttime transit services for Ashland. It was acknowledged that there is high community demand for enhanced weekend service. Questions were raised about assessing rider demand following recent service cuts, with assurances given that data from nearby routes would be analyzed to gain insights. To increase awareness about the levy, plans are in place to distribute area-specific postcards as part of a comprehensive campaign aided by committee involvement.

Councilors noted that the levy rate of 13 cents per \$1,000 was highly affordable compared to other local levies and requested the actual per-ride cost of service. Krause formally requested that the City of Ashland endorse the five-year levy, noting that the endorsement would appear in the voters' pamphlet.

## **VIII. PUBLIC FORUM –**

During public forum, several topics were addressed by speakers:

- Support for the RVTD Levy: Comments included the bus system's vital role for seniors, students, and workers.
- Ashland Community Hospital Concerns: Speakers expressed concerns about service reductions at the hospital, specifically the elimination of the birthing center. There were calls for the council to uphold the contractual obligations with Asante and to consider dedicating any collected penalties to a special fund.
- Exclusion Zone Ordinance: Disappointment was voiced over the lack of public presentation on the ordinance with concern for when the ordinance's application did not align with its goals.
- Concern was voiced regarding committee conduct, suggesting that behaviors perceived as intimidating might undermine committee effectiveness.
- Homelessness and Night Lawn: Concerns were raised about incomplete follow-up on police data, ordinance clarification, and city-owned property assessments as alternatives for homeless individuals. The population at the night lawn continues to grow.
- An employment-related dispute was brought up concerning a former city employee, noting the absence of a city response due to pending litigation.

## IX. PUBLIC HEARING

### X. ORDINANCES, RESOLUTIONS AND CONTRACTS

*a. Second Reading of Ordinance 3282 Creating Section 2.55 of the Ashland Municipal Code:  
Disposal of Real Property*

The ordinance codifies the real property disposal process in alignment with ORS Chapters 221 and 271 and includes a non-exhaustive list of evaluation factors. No changes noted since the first reading.

In response to an inquiry, Pietila clarified that the notice provision in the ordinance pertains to the public hearing, published concurrently with the council packet, and that the parameters of any bid process, including its duration, would be set by the council at the public hearing. Cotta confirmed that once the ordinance is codified, the referenced ORS statutes will be hyperlinked within the city's municipal code database. Councilors noted that ordinances can be amended if issues arise in practice and emphasized the ordinance's transparency provisions to ensure that all real property disposals come before the council for a public vote.

**Hansen moved to approve Ordinance 3282 creating Section 2.55 of the Ashland Municipal Code: Disposal of Real Property. Seconded by Bloom.**

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

*b. Second Reading of the following Ordinance Language Changes:*

- 1. 3288 An Ordinance creating 15.04.270 to prohibit permits when code violations are outstanding*
- 2. 3289 An Ordinance updating 15.36.030 to correct for the proper department that assigns frontage*
- 3. 3290 An Ordinance amending 9.08.170(3) -to create certain exemptions for heat pumps or mechanical devices from noise regulation*
- 4. 3291 An Ordinance amending 13.16.035 to require property owners to remove or prune dangerous trees without a permit*
- 5. 3292 An Ordinance amending chapter 6.50 to reflect marijuana retail regulation*

Pietila noted no changes from the first reading. Councilors confirmed with Pietila that the hazardous conditions exception in Ordinance 3288 are intended to apply to situations such as loss of heat or water.

**Bloom moved to approve the following ordinances:**

**3288 An Ordinance creating 15.04.270 to prohibit permits when code violations are outstanding**

**3289 An Ordinance updating 15.36.030 to correct for the proper department that assigns frontage**

**3290 An Ordinance amending 9.08.170(3) to create certain exemptions for heat pumps or mechanical devices from noise regulation**

**3291 An Ordinance amending 13.16.035 to require property owners to remove or prune dangerous trees without a permit**

**3292 An Ordinance amending chapter 6.50 to reflect marijuana retail regulations.**

**Seconded by DuQuenne.**

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

*c. Second Reading of Ordinance 3295 Amending AMC 14.02 Utility Systems – Customer Accounting Policies*

Cotta noted no changes from the first reading with councilors noting the ordinance update was long overdue and necessary.

**Bloom moved to approve to approve Ordinance 3295 Amending AMC 14.02 Utility Systems – Customer Accounting Policies. Seconded by Sherrell.**

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

## **XI. UNFINISHED BUSINESS**

## **XII. NEW BUSINESS**

*a. Endorsement of 15–240 Rogue Valley Transportation District*

Cotta explained that the Rogue Valley Transit Now political action committee had requested a formal endorsement from the City of Ashland of the RVTD five-year local option levy appearing on the May 2026 ballot. Authorization was requested from the council to sign and submit the SEL 400 form on behalf of the city. All councilors expressed support for the endorsement.

**Kaplan moved to endorse the local option levy for general operations of the Rogue Valley Transportation District and authorize the City Manager to sign and submit the SEL 400 form on behalf of the City. Seconded by DuQuenne.**

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

*b. Approval of Pedestrian/Bicyclist Wayfinding Signage Design*

Rooklyn and Piper von Chamier of Terrain Landscape Architects presented the wayfinding signage design developed through an extensive stakeholder process involving the Transportation Committee, downtown and A Street businesses, Parks and Recreation, Travel Ashland, the Historic Preservation Advisory Committee, and OSF.

The project's goal is to direct pedestrians and cyclists from the downtown core to three destination districts: the Railroad District, the University District, and the Watershed Trails. Three sign types were developed: map kiosks providing contextual and historical information, pedestrian directional signs, and bicycle directional signs. The bicycle signs are substantially governed by the Manual on Uniform Traffic Control Devices (MUTCD), which mandates materials, colors, and font size. Design inspiration was drawn from Ashland's existing metal gateway signs, which have demonstrated strong durability over time. All sign components feature laser-cut metalwork with artistic representations specific to each district. Maps within the kiosks are removable and replaceable as needed.

Two kiosk design options were presented to the council. Option 1 features an asymmetric, larger side marker in powder-coated steel. Option 2 features the district name atop the map panel with symmetrical bookend markers.

Councilors raised concerns about the height of certain pedestrian sign components. Von Chamier clarified that low-mounted signs must be placed out of the path of travel—in a planter or similar location—per MUTCD standards. Councilors asked about cost, noting no pricing was included in the packet. Rooklyn explained that cost estimates would be obtained after council approves a design direction, with fabricators typically varying by sign type. The project currently has \$100,000 earmarked in Tourism (TLT) funds.

Councilors discussed the districts, their names, and asked about the inclusion of QR codes. Rooklyn confirmed that the city places high-quality QR code stickers on signage to provide dynamic digital content, including links to the public art map and district information. Council recommended the installation of pedestrian signs before the Transportation System Plan is finalized, proposing signs can be relocated if necessary, later. Plans to eventually connect mountain bikers from upper parking to downtown was noted as part of Phase 2. SOU was less involved due to other priorities, and the University District sign's location will be collaboratively decided. Initial pedestrian routing was advised to start soon, being less likely altered by future plans.

After extensive discussion and a withdrawn motion, the council moved first to express a preference for Option 1 over Option 2; and second, to direct staff to return with detailed pricing:

**Kaplan moved support Option 1. Seconded by Bloom.**

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

**Kaplan moved to direct staff to return with separate pricing for the Option 1 kiosk, an alternative lower-cost kiosk option, and pricing for the pedestrian and bicycle wayfinding. Seconded by DuQuenne.**

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

### **XIII. CITY MANAGER REPORT**

#### *a. Look Ahead*

The next Study Session will include a Madrone Ridge update and a discussion on the food and beverage tax as requested by DuQuenne and Bloom. Prior to the next Council Business Meeting, there will be an executive session for a litigation update at 5:00 PM, followed by the regular meeting which will include a winter shelter update from OHRA, budget transfer requests for cost overruns, and a discussion of proposed natural gas ordinances.

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

Graham reported on her attendance at the National League of Cities Congressional City Conference in Washington, D.C. She served on a panel regarding streamlining the federal grant process and

attended sessions on housing, opioid settlement fund uses, and proposed revisions to FEMA operations. Graham expressed interest in bringing back ideas from the conference on engaging youth in civic life, including through the National League of Cities youth delegate program, and proposed exploring how Ashland might participate in commemorating the nation's 250th anniversary.

**XV. ADJOURNMENT**

**Bloom moved to adjourn. Seconded by DuQuenne**

**All Ayes. Motion passed.**

The meeting was adjourned at 8:02 p.m.

---

City Recorder Alissa Kolodzinski

---

Mayor Tonya Graham

DRAFT



## Local Funding Option for Sustaining and Enhancing Transit Service



### Benefits of Transit Service

- Access to Jobs
- Access to Higher Education
- Improves Commerce
- Increases Mobility
- Improves Community Vitality
- Improves Safety
- Mitigates VMT and emissions

#### 2025 Passenger Survey Findings

65% of riders rely on and use transit every day

70% of passengers do not have a car to use

54% of passengers are employed yet 68% of riders make less than \$25,000 per year

25% of riders are disabled or retired and 10% are students

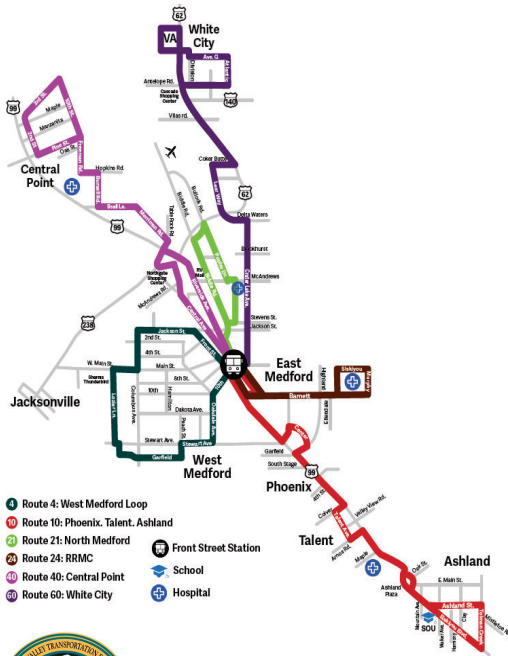
7% of trips are to medical appointments, 8% to commerce/shopping and 6% to essential services

24% of riders would not have made the trip at all if bus service were not available

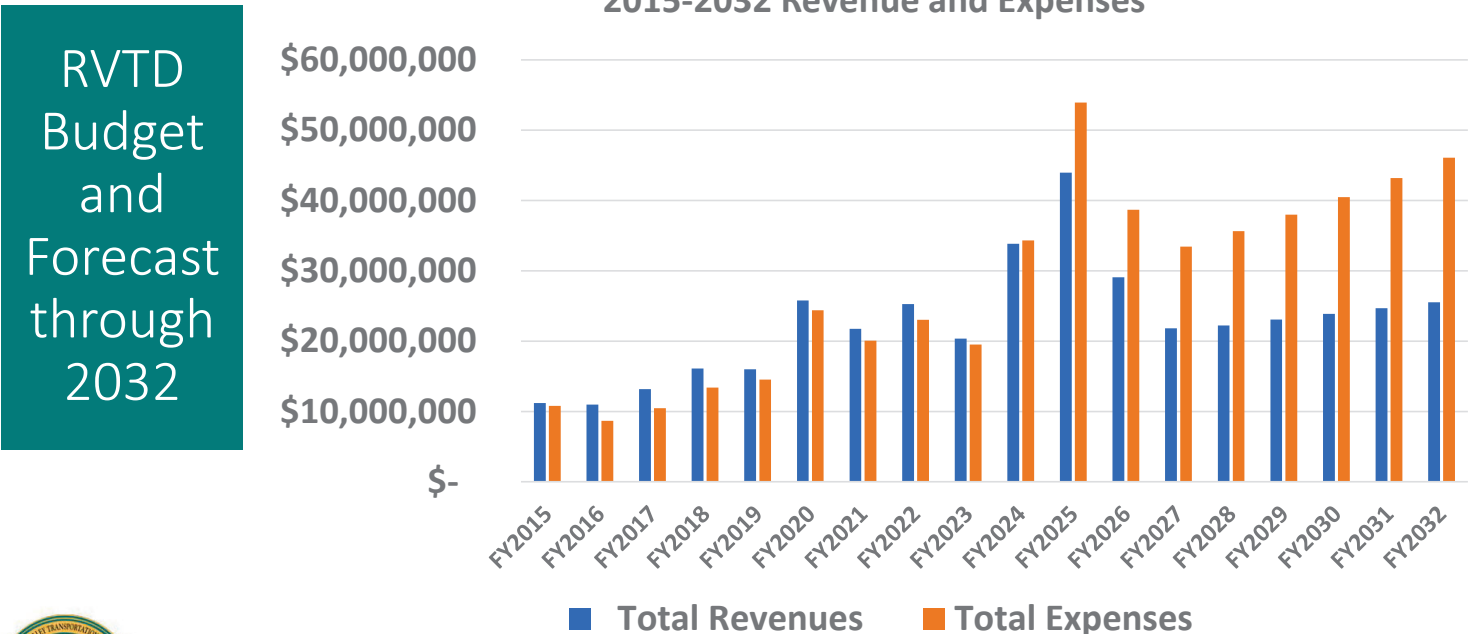
# RVTD Service & Ridership

## Last Year RVTD Provided:

- 1,004,582 fixed route rides
- 83,316 Valley Lift and Paratransit rides
- 44,555 biked on buses transported
- 39,875 SOU and RCC rides



### Fixed Route & ADA Services 2015-2032 Revenue and Expenses

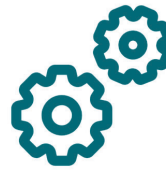




**Cost of a bus per mile**  
*(Fuel, Labor, and Maintenance)*

CNG Bus: \$0.77 per mile  
Diesel Hybrid: \$1.23 per mile

**59% cost**



**Cost of a bus engine rebuild**

2019: \$28,500  
2025: \$46,027

**61% cost**



**Cost to service a fixed route bus**

2019: \$689.19  
2025: \$1,347.87

**95% cost**



**Healthcare and other Benefits**

2017: \$2,336,452  
2024: \$5,116,604

**119% cost**



**Cost of a new CNG 35 ft bus**

2015: \$451,292  
2024: \$738,443

**64% cost**



**Cost Per Service Hour**

2017: \$70 Per Service Hour  
2025: \$125 Per Service Hour

**78% Cost**



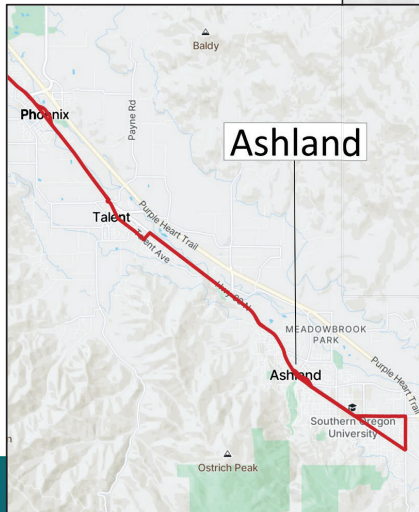
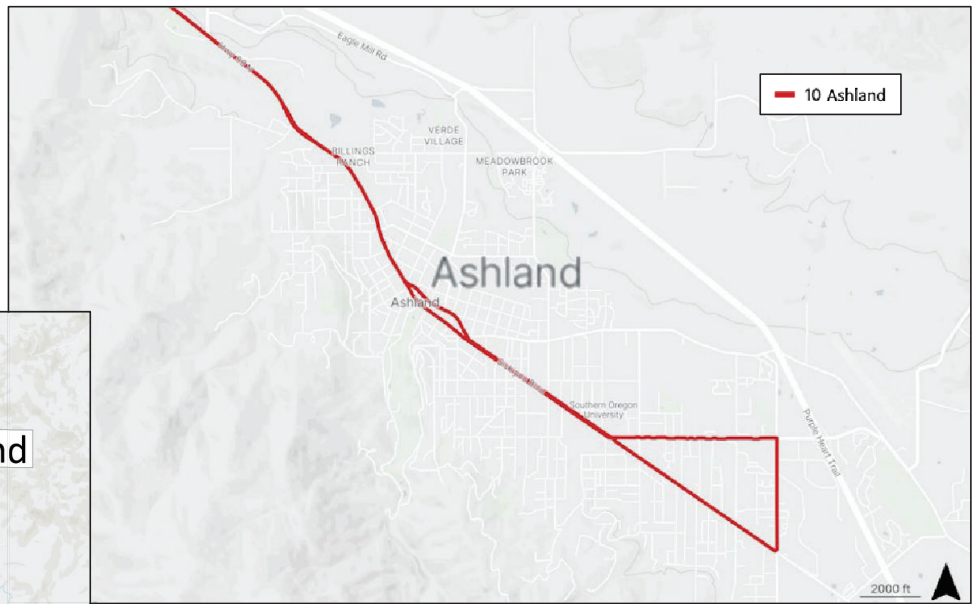
## Recent Service Cuts

Impacts:

- RVTB recently cut service by 40% resulting in the suspension of 9 bus routes, weekday evenings, and Saturday service.
- Suspension of several key service contracts including janitorial and landscaping and security in downtown Medford
- Canceling all advertising on TV, Radio, newsletters, etc.
- Travel restrictions
- Freezing wages for all Management
- Requiring higher health insurance contributions of all employees



<b>Route</b>	<b>24-25 trips</b>
<b>10 (Ashland)</b>	<b>186,613</b>



## Past Levy Voting Results

Election Date	Yes	No
Nov. 2014	39.17%	60.83%
May 2016	61.41%	38.59%
May 2021	62.67%	37.13%



A 'Yes' vote allows RVTD to maintain bus routes ensuring access to education, healthcare, employment, affordable housing and the goods and services that support everyday needs. Service will also be expanded based on community feedback. This measure does not raise the current tax rate, it continues funding transit at 13 cents per \$1,000 of assessed value for five years.

A 'No' vote will result in additional service cuts to what was already eliminated in 2025 due to funding uncertainty and the escalating costs to provide transportation. Last year's reductions eliminated several routes, scaled back daily schedules, and eliminated Saturday service.

The proposed tax rate will raise approximately \$2,846,254 in the first year and \$15.4 Million over the entire 5 year period to fund transit operations.

For an assessed value home of \$400,000 the levied amount would be \$52 annually.

# Measure 15-240

## Rogue Valley Transportation District

### Ballot Title

## 15-240

**Renewal of Five-Year Local Option Tax for General Operations. This measure renews current local option taxes.**

**QUESTION:** Shall District continue imposing \$0.13 per \$1,000 assessed value for five years beginning July 1, 2026 to fund general operations?

**SUMMARY:** This is not the State transportation bill, this is a local tax renewal. The Rogue Valley Transportation District (RVTD) currently operates six routes serving Medford, Ashland, Phoenix, Talent, Central Point, and White City. RVTD provides public transportation services, including ADA paratransit, within the territory of the District, Monday through Friday between 6:00AM and 6:30PM. If adopted, this measure would continue a 5-year local option levy at the same rate of \$0.13 per \$1,000 assessed value that was approved in 2016 and 2021. Without renewal, the current tax levy will expire June 30, 2026.

Renewing the local tax levy allows RVTD to maintain bus service District-wide providing access to education, healthcare, jobs, affordable housing and goods and services that meet basic needs. Without the levy funding renewal, RVTD cannot maintain current bus service to our community. RVTD provided over 1 Million rides in the previous year, primarily serving older adults, low-income individuals, families and persons with disabilities. Levy funds will be used to maintain and enhance bus service based on community feedback and available funding.

The proposed tax rate will raise approximately \$2,846,254 in 2026-2027, \$2,960,204 in 2027-2028, \$3,078,508 in 2028-2029, \$3,201,649 in 2029-2030 and \$3,329,715 in 2030 - 2031. The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate and may reflect the impact of early payment discounts, compression and the collection rate.

### Explanatory Statement

The Rogue Valley Transportation District (RVTD) provides public transit and paratransit service to Medford, Central Point, Ashland, Phoenix, Talent, White City, and Jacksonville. RVTD is more than just a bus service. RVTD provides Valley Lift ADA service to older adults and disabled individuals who are unable to use the bus. RVTD also provides programs to improve bicycle and pedestrian safety, to enhance employee commute options and to offer an affordable transportation option for youth, seniors, low-income and vulnerable populations that cannot drive.

**A 'Yes' vote allows RVTD to maintain bus routes ensuring access to education, healthcare, employment, affordable housing and the goods and services that support everyday needs.** Service will also be expanded based on community feedback. **This measure does not raise the current tax rate**, it continues funding transit at 13 cents per \$1,000 of assessed value for five years.

**A 'No' vote will result in additional service cuts to what was already eliminated in 2025 due to funding uncertainty and the escalating costs to provide transportation.** Last year's reductions eliminated several routes, scaled back daily schedules, and eliminated Saturday service.

Public transit is a critical service for your community. RVTD conducted a passenger survey in 2025 to find:

- 65% of riders rely on and use transit every day
- 70% of passengers do not have a car to use
- 54% of passengers are employed yet 68% of riders make less than \$25,000 per year
- 25% of riders are disabled or retired and 10% are students
- 7% of trips are to medical appointments, 8% to commerce/shopping and 6% to essential services
- 24% of riders would not have made the trip at all if bus service were not available

The same passenger survey found that passengers and regional employers want weekday evening hours and Saturday service to be restored. With the passage of the levy, RVTD will continue to seek community and rider feedback on service additions the renewal levy could fund.

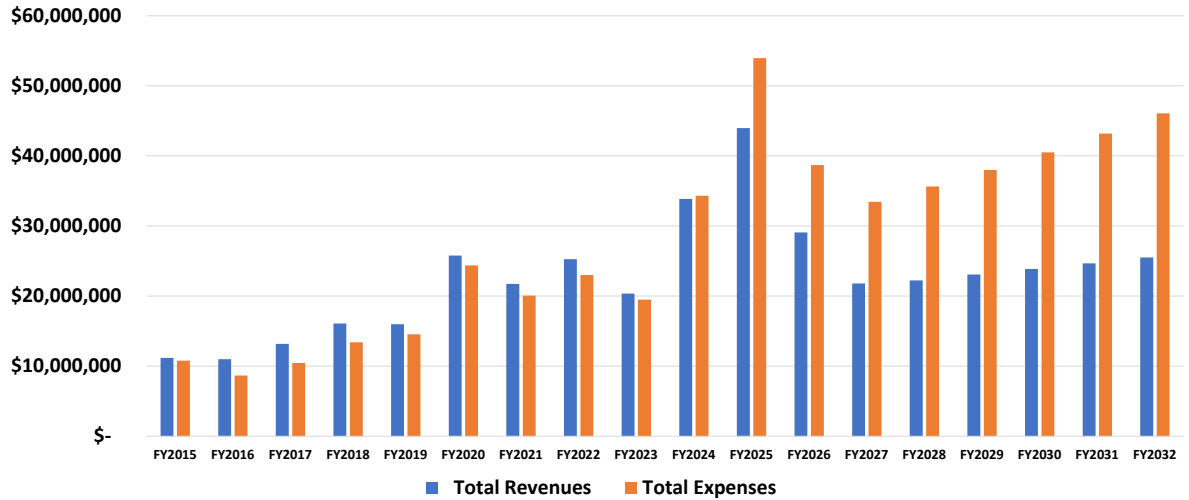
Transit service and routes have fluctuated over RVTD's 50-year history due to available local, state and federal funding. Due to federal and state funding issues, RVTD recently cut service by 40% resulting in the suspension of 10 bus routes, weekday evenings, and Saturday service. RVTD reduced staff by 66 employees, which was nearly half of RVTD's workforce. Due to the continuing Federal Transit Administration funding delays and ODOT's own funding challenges, RVTD cannot rely on these funds to provide all of our community's transit needs. This levy is our community's local contribution and will provide a reliable source of revenue to fund bus routes and ADA services to our most vulnerable community members.

Passenger fares, bus advertising, clean fuel tax credits and more contribute to RVTD's revenues by 16% helping to offset overall expenses. Local voters supported RVTD in 2016 and 2021 for the first time in over thirty years. This tax measure will continue the current tax rate of 13 cents that was approved before. Homeowners with a taxable home value of \$300,000 would pay \$39.00 per year.



**RVTD  
Budget and  
Forecast  
through  
2032**

**Fixed Route & ADA Services  
2015-2032 Revenue and Expenses**



**Increasing  
Costs**



**Cost of a bus per mile  
(Fuel, Labor, and Maintenance)**

CNG Bus: \$0.77 per mile  
Diesel Hybrid: \$1.23 per mile

**59% cost increase**



**Cost of a bus engine rebuild**

2019: \$28,500  
2025: \$46,027

**61% cost increase**



**Cost to service a fixed route bus**

2019: \$689.19  
2025: \$1,347.87

**95% cost increase**



**Healthcare and other Benefits**

2017: \$2,336,452  
2024: \$5,116,604

**119% cost increase**



**Cost of a new CNG 35 ft bus**

2015: \$451,292  
2024: \$738,443

**64% cost increase**



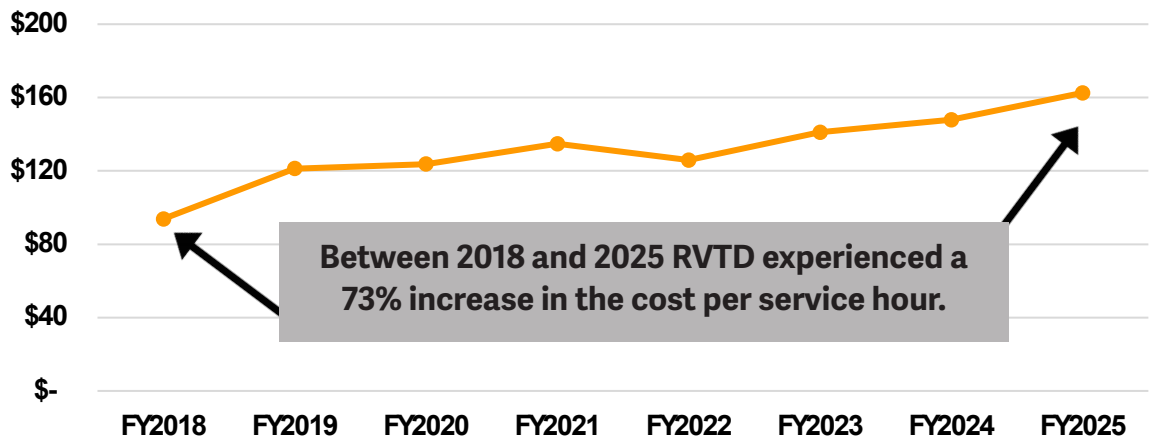
**Cost Per Service Hour**

2017: \$70 Per Service Hour  
2025: \$125 Per Service Hour

**78% Cost Increase**

**Increasing  
Operations  
Costs**

**Annual Fixed Route Cost Per Service Hour  
(allows a comparison independent of service changes)**



**Between 2018 and 2025 RVTD experienced a 73% increase in the cost per service hour.**

**Why are costs increasing?**

- Increased capital, fuel, and materials costs due to inflation.
- Driver spare ratio increased due to FMLA, OFLA and Oregon Paid Leave.
- Increased labor costs due to health insurance inflation and wage competitiveness.



City of Ashland

# Wayfinding Signage Design Project

Presentation to the Ashland City Council

March 17, 2026

*Better Together*



PAM KUHN CREATIVE &  TERRAIN  
LANDSCAPE ARCHITECTURE

## Contents



- Project Background . . . . . 3**
  - Project Goals . . . . . 4
  - Sign Types . . . . . 5
  - Context: Wayfinding Signs Link Historic Districts & Watershed Trails . . . . . 6
  - Steps and Timeline . . . . . 7
- Wayfinding Background . . . . . 8**
  - DRAFT Pedestrian Wayfinding Routes Proposed by City . . . . . 9
  - Pedestrian Wayfinding Sign Styles . . . . . 10
  - Bicycle Wayfinding Design . . . . . 11
  - Context: 2012 Transportation Plan Bicycle Routes . . . . . 12
  - Bike Wayfinding Approach 1: MUTCD (Like Portland) . . . . . 13
- Design Direction and Process . . . . . 14**
  - Sign Theme Selected: Mt A + Metal / Examples Using Selected Materials . . . . . 15
  - February 19 Committee Feedback: Kiosk . . . . . 16
  - February 19 Committee Feedback: Wayfinding . . . . . 17
  - March 5 Committee Feedback: Kiosk . . . . . 18
  - March 5 Committee Feedback: Wayfinding . . . . . 19
- Final Design Options . . . . . 20**
  - Wayfinding Signs . . . . . 21-22
  - Kiosk Options and Mockups . . . . . 23-30
  - Mt Ashland + Metal Wayfinding Sign Package . . . . . 31



# Project Background

## Project Goals

The City of Ashland is working with the Wayfinding Advisory Committee to develop a pedestrian and cyclist wayfinding plan.

The plan focuses on **directing pedestrians** and **cyclists** to and from our downtown core to other commercial attractions in our community, including our Railroad District, our University District, and Ashland watershed hiking trails.

### Welcome to Ashland

- Incorporate Ashland’s branding
- Unique look that represents Ashland
- Classic aesthetic that will work for many years
- Create sense of identity and arrival

### Clear, Legible and User-Friendly

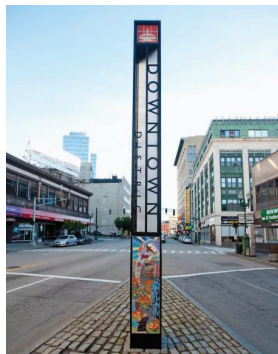
- Optimize visitor enjoyment
- Visually cohesive
- Avoid sign clutter where possible
- Embrace Universal Design principles
- Consider accessibility needs

### Define Behavior Norms

- Professional: set tone of respect
- Direct path of travel
- Optimize safety
- Compliance with relevant plans, policies, regs (i.e. accessibility, Manual on Uniform Traffic Control Devices)

### Materials

- Readily available
- Durable: can be maintained over time through normal weathering, vandalism, and age
- Worried about wood re: wildfire
- Comply with relevant regulations (i.e. retroreflective for MUTCD-compliant sign types)



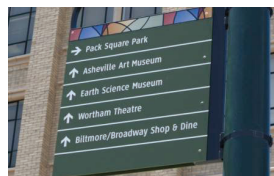
Downtown District Marker in Worcester, Massachusetts



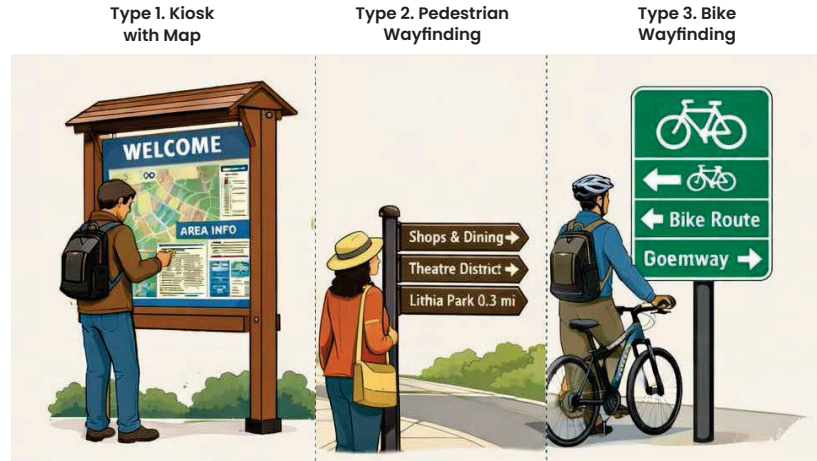
Map Kiosk in Marin County Open Space District Preserves



Pedestrian Wayfinding in Asheville, North Carolina



# Sign Types



### Deliverables

- Exploration of Sign Designs (3 sign types, 2 sets of revisions)
  - Full-size sign templates
  - Cost estimates for the various types of signs from a sign fabricator
  - Two sets of architectural drawings of each sign types (color hard copy and digital)
- Project does not include selecting the sign locations or developing the sign content*

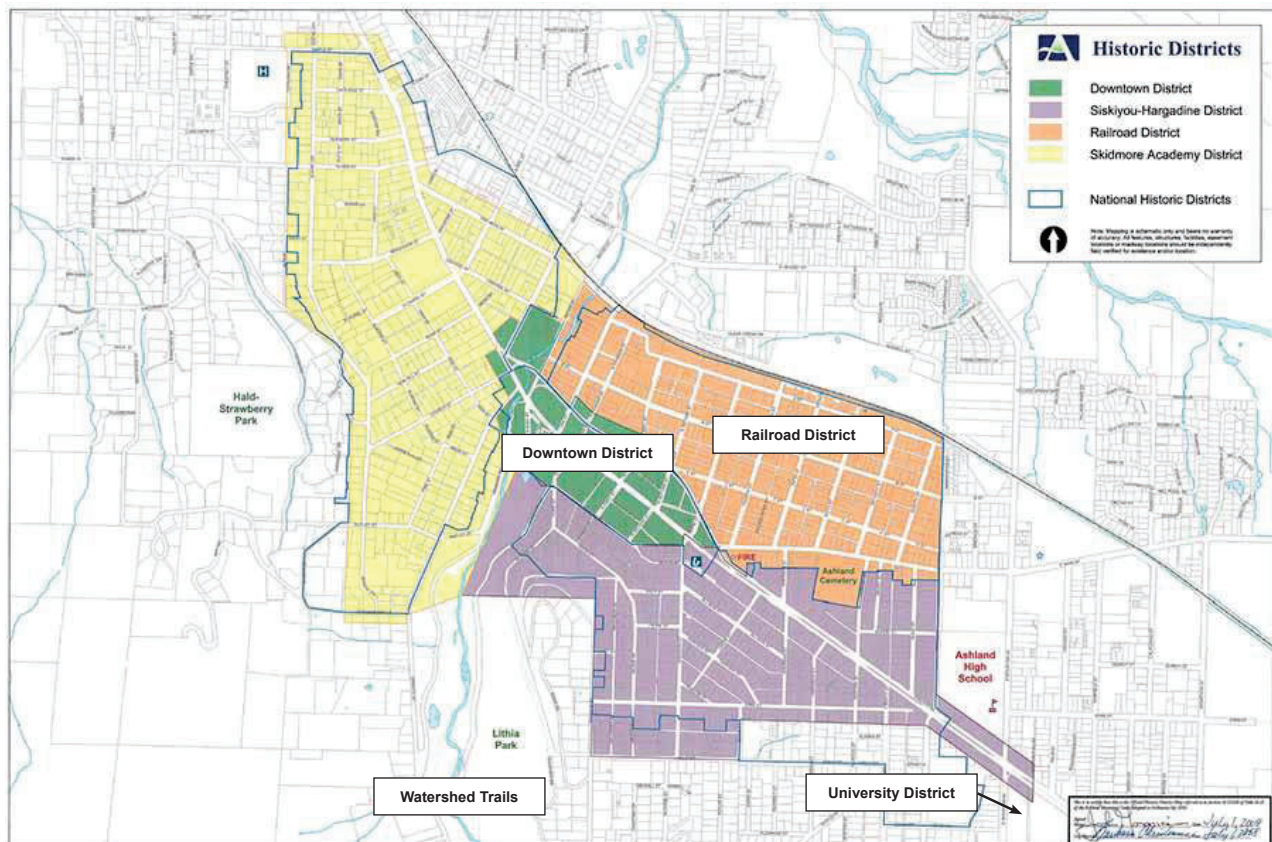
### Ashland Branding



Poppins *Heritage*

## Context: Wayfinding Signs Link Historic Districts & Watershed Trails

Final District Name TBD. Routes Provided by City - Decisions regarding Historic Districts are not considered within Wayfinding Sign Project scope



## Steps and Timeline



Wayfinding Committee meets every 2 weeks to complete project.

Anticipated Schedule:

- Jan 22: Listening session with committee
- Feb 5: Present Concept Design Drafts
- Feb 19: Present Design Refinements
- March 5: Present Final Design Options
- March 17: Present to City Council

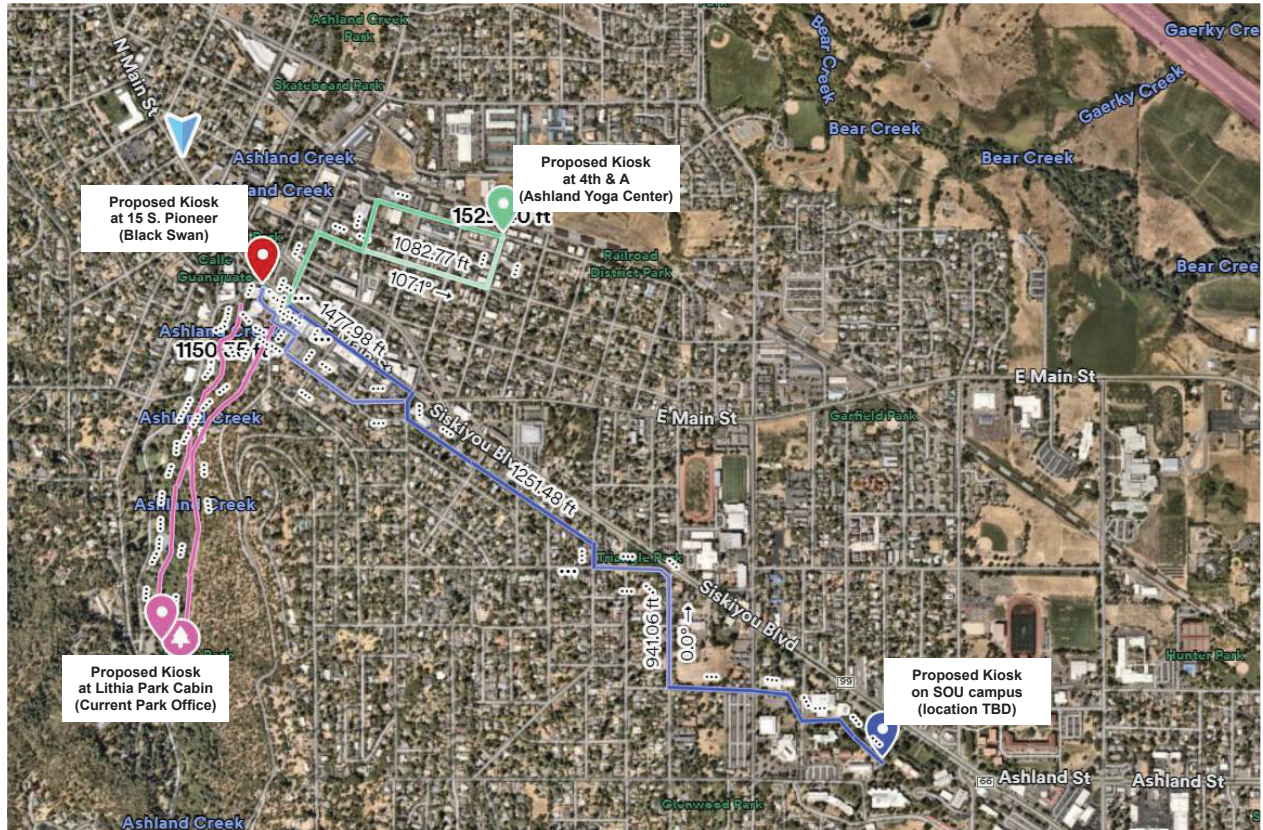
The City will be implementing the wayfinding program over many years.



# Wayfinding Background

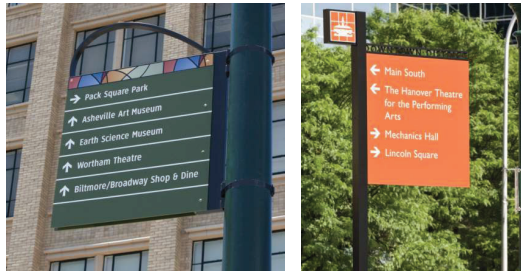
# DRAFT Pedestrian Wayfinding Routes Proposed by City

TBD with Transportation Plan - Decisions regarding pedestrian routes are not considered within Wayfinding Sign Project scope



## Pedestrian Wayfinding Sign Styles

One color



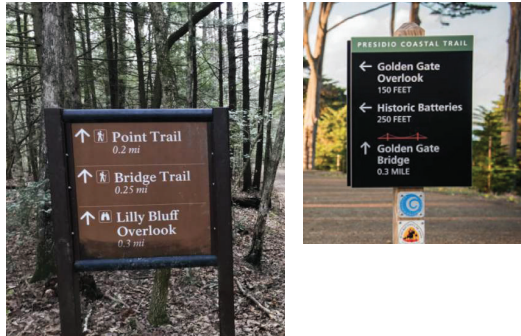
Color-coded Districts



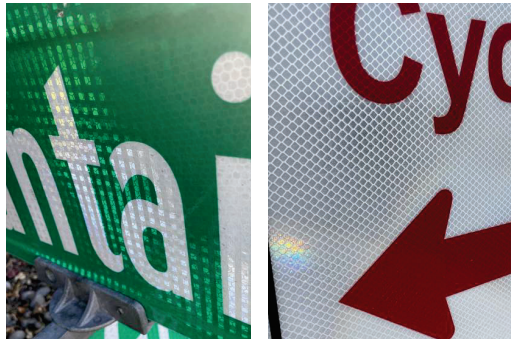
Shape (adds expense)



Includes mileage



# Bicycle Wayfinding Sign Design



Retroreflective

MUTCD specifies retroreflectivity for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel. Retroreflection occurs when the sign surface returns a large portion of directed light beam back to its source, and from a much wider angle than reflective material. Retroreflectivity is very important for visibility and safety at night and in lowlight conditions.

## Core Guiding Principles

- **Connect places:** easily and successfully find way to destination
- **Promote active travel:** validate cycling as transportation option; expand use and awareness of bicycle facilities
- **Maintain motion:** quick comprehension, navigate without frequent stopping
- **Be predictable:** quickly understood and recognized
- **Keep information simple:** clear and logical, universal and usable for widest possible demographic
- **Optimize safety**

## Materials

- Readily available
- Retroreflective

## Compliance with Manual on Uniform Traffic Control Devices (MUTCD)

- Legibility and size combine with placement to permit adequate response time
- Size, shape, color, composition, contrast, and retroreflectivity defined by MUTCD
- No more than 3 destinations; straight ahead in top slot
- Lots more...over 1,000 pages...
- Bicycle guide signs are green. If using color-coded system as described per Community Wayfinding signs, red, orange, yellow, purple, fluorescent yellow-green, and fluorescent pink are prohibited colors to minimize possible confusion with critical, higher-priority regulatory and warning signs.

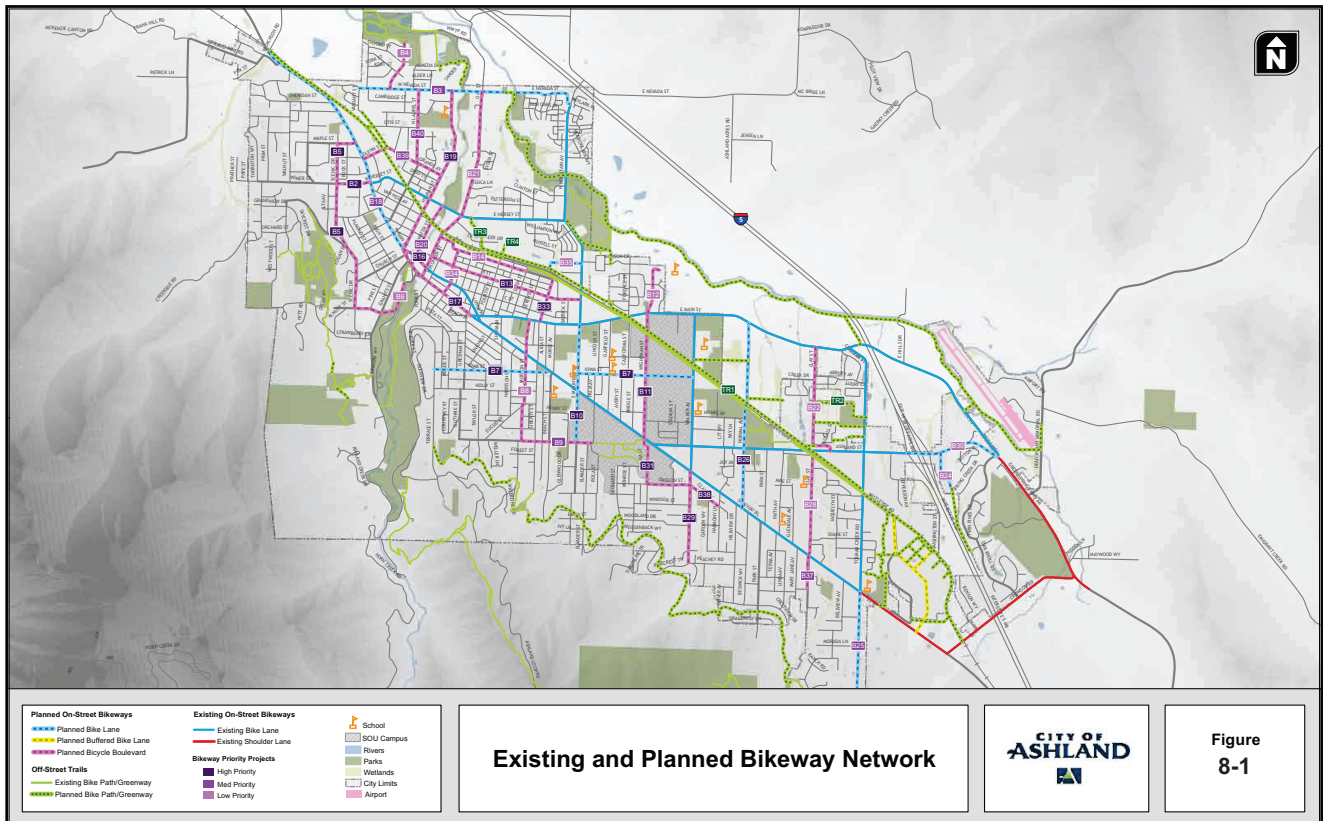


# Context: 2012 Transportation Plan Bicycle Routes

TBD with Transportation Plan - Decisions regarding bicycle routes are not considered within Wayfinding Sign Project scope

City of Ashland Transportation System Plan Update

September 2012



Ashland Wayfinding Sign Project  
**Bike Wayfinding**  
**Approach 1: MUTCD (like Portland)**

02/19/26

**Questions:**

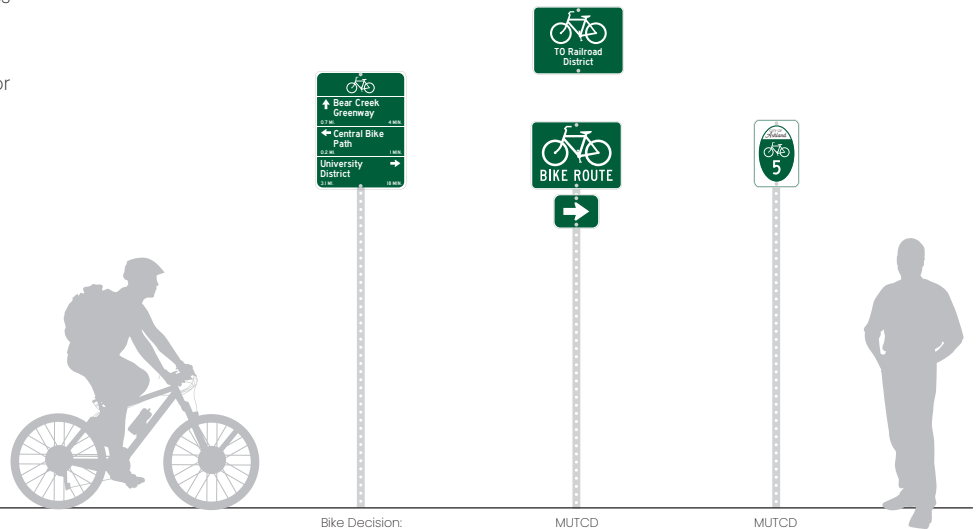
Should bike routes be confined to just the historic districts that are part of this project or should they encompass all potential routes (i.e. to Bear Creek Greenway, wineries, etc)?

Does Ashland use bike route names or numbers?

MUTCD templates are to be used unless engineering judgement determines that other signs are appropriate. All bike wayfinding signs should be reviewed by the City of Ashland for compliance with applicable regulations, guidelines, and policies. Consult the 2023 Manual on Uniform Traffic Control Devices, 11th Edition adopted by Oregon effective January 1, 2026. Applicable sections include:

- Section 2D.55 Community Wayfinding Signs
- Part 9: Traffic Control for Bicycle Facilities

Note that MUTCD Figure 9D-1 Guidance states:  
 19 Travel times should not be used on Bicycle Destination signs.  
 Support:  
 20 Travel times can vary greatly for bicyclists based on a variety of factors including individual speed, bicycle type, and type of facility.



Scale: 1/2" = 1'

Bike Decision: Wayfinding Guide Sign  
 Federal MUTCD templates: D2-1a, 2a, 3a

MUTCD Bike Route Confirmation and Turn  
 Federal MUTCD templates: D-11-1 (bike route), M1-8b / 8c (trail name), M6 (arrows)

MUTCD Bike Route Confirmation  
 Federal MUTCD templates: M1-8 / 8a (numbered bike route)



# Design Direction and Process

## Sign Theme Selected: Mt A + Metal

Coordinates with Town Entries which went through collaborative arts committee process in 2016



Every District and Both Town Entries Have Steel Metal Work  
Ties existing signs into the system

## Examples Using Selected Materials

- 2 layered Corten weathering steel sign with cutouts
- Raised Aluminum letters
- Powdercoated colored post
- Concrete base



## February 19 Committee Feedback: Kiosk

### Selected Draft to Refine 02/19/26 meeting



Option 1



Option 2

Two options were shown with varying levels of simplicity:

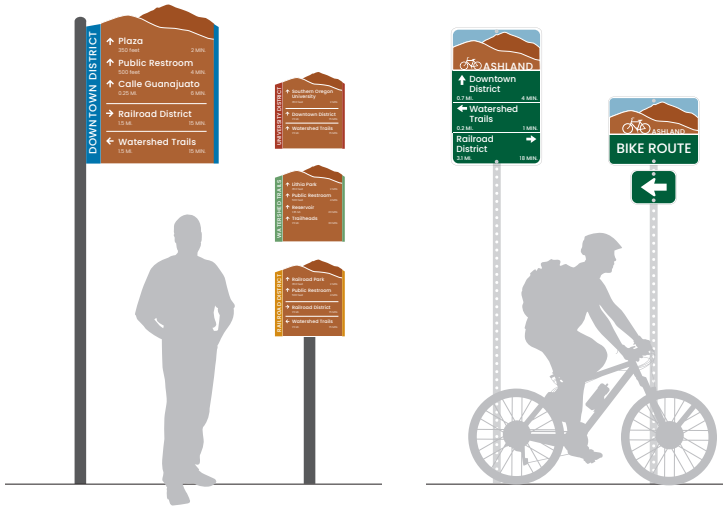
- There was discussion about the elements to be included; Different people had different thoughts about which elements were most important to include, but there was a general movement towards more simplicity.
- The committee agreed to try 2 additional versions using the mountain top, which ties to the existing City entry signs:

**Option 1:** Colored post but no symbol/icon and just a metal cutout

**Option 2:** With the symbol/icon but no post on the side

# February 19 Committee Feedback: Wayfinding

Selected Draft to Refine 02/19/26 meeting



Pedestrian Wayfinding

Bike Decision: Wayfinding Guide Sign

Federal MUTCD templates: D2-1a, 2a, 3a

MUTCD Bike Route Confirmation and Turn Signs

Federal MUTCD templates: D-1H (bike route) M1-8a / 8c (trail name) M8 (arrows)

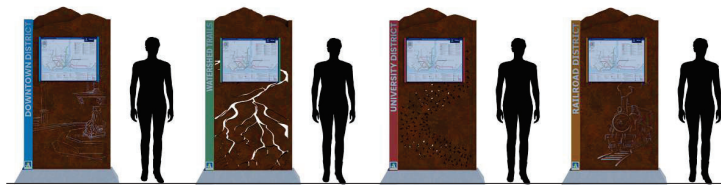
## Bike Wayfinding:

- MUTCD-compliant with mountain topper artwork
- Needs ODOT approval
- City doesn't use bike route numbers, just names

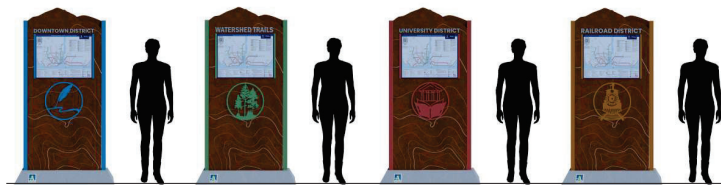
## Pedestrian Wayfinding:

- Regular sign (versus fingerpost or wayfinding post)
- Color-coded
- Can we add a metal or artistic mountain element?
- City will use miles OR minutes, probably not both
- Likely will mount signs to existing posts where possible
- Lower/smaller pedestrian signs may get used more to avoid visual clutter and confusion with existing vehicle signs

# March 5 Committee Feedback: Kiosk



Option 1



Option 2

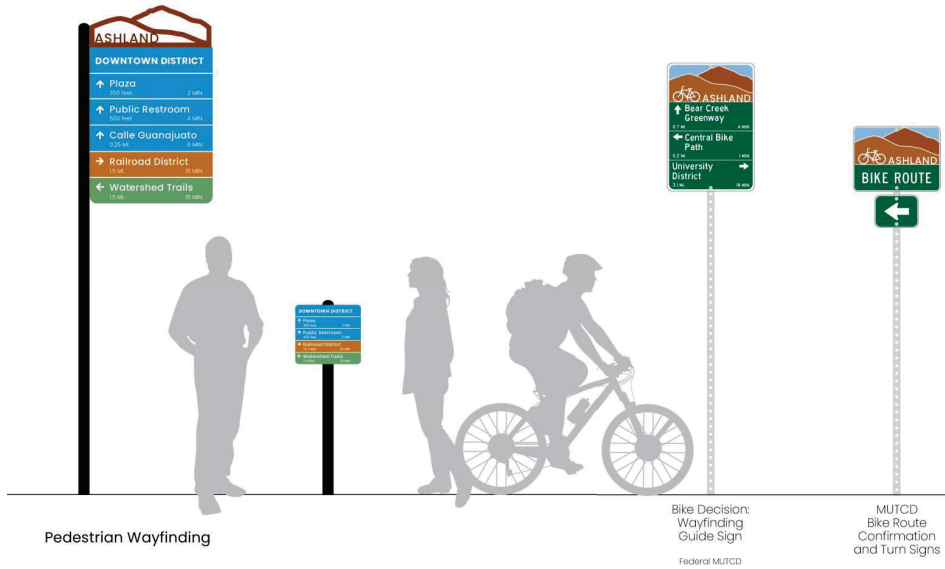
Two options were shown based on the February 19 feedback:

Option 1: Colored post but no symbol/icon and just a metal cutout

Option 2: With the symbol/icon but no post on the side

- The committee agreed to move forward with Option 1, with options for the side posts and text placement
- Make the city logo one color so it doesn't distract
- Committee liked the concepts shown for the Watershed Trails, Railroad District, and University District.
- A range of ideas were discussed for the subject of the Downtown cut out, including Shakespearean themes, built environment / downtown skyline, and a scene with mountains

## March 5 Committee Feedback: Wayfinding



### Bike Wayfinding:

- No changes needed

### Pedestrian Wayfinding:

- Like the look
- Discussed interchangeability and adding / deleting destinations over time
- Discussed handling of double sided / back-to-back signs with varying numbers of destinations
- Discussed leaving open space at the bottom of signs



# Final Design Options

# Wayfinding Signs

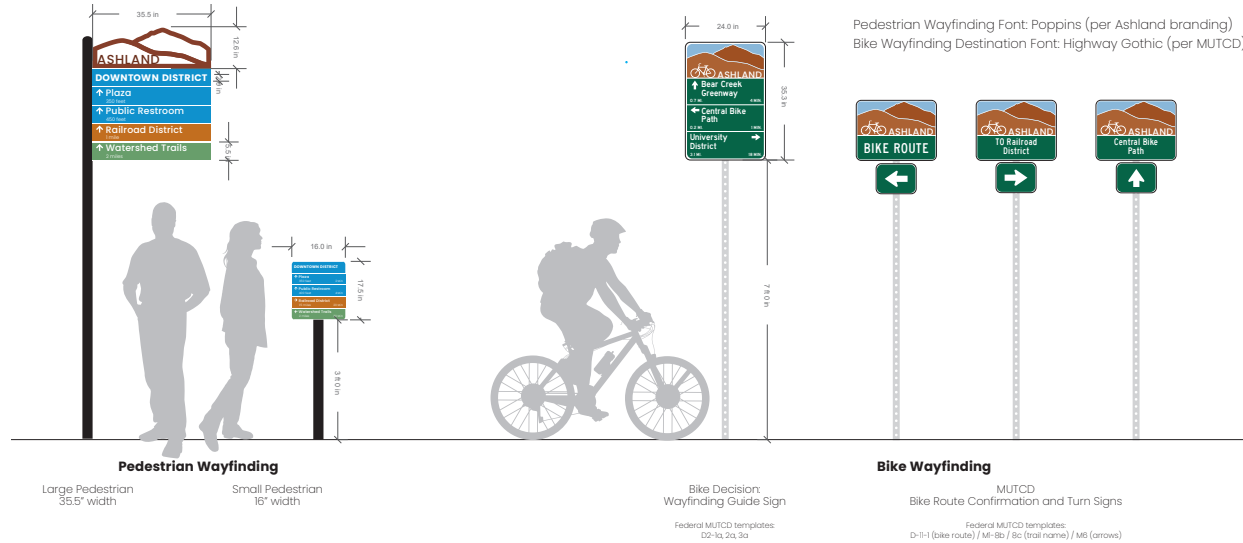
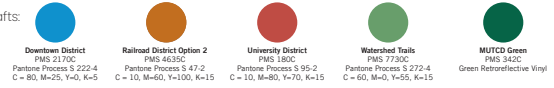
## Pedestrian Wayfinding:

- Color coded system using a uniform grid system so that all destinations are the same size
- Mileage and miles can be included or deleted
- Metal artwork on higher pedestrian signs; too likely to be vandalized on shorter signs
- Uses City of Ashland fonts and a darker variation of brand colors

## Bike Wayfinding:

- Mostly MUTCD-compliant with mountain topper artwork
- Follows Portland's system
- Uses MUTCD-compliant Highway Gothic font and MUTCD Green

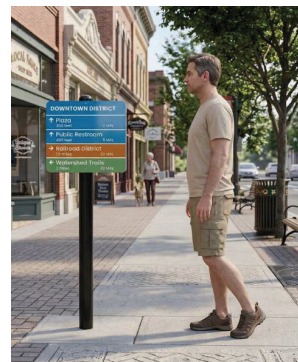
Color Variations Used in Sign Drafts:



# Wayfinding Sign Mockups



Wayfinding Sign with Metal Topper



Smaller Pedestrian Wayfinding Sign

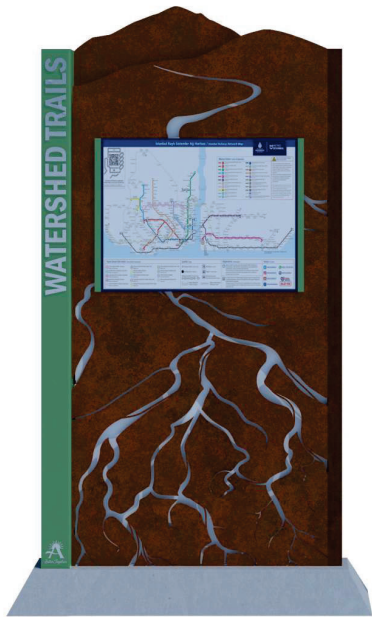


Pedestrian Wayfinding Sign with Metal Topper, Downtown

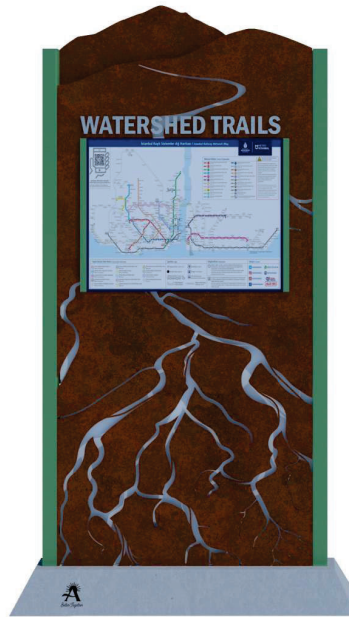
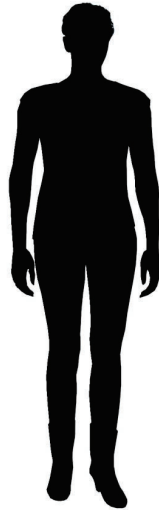


Bike Wayfinding Sign

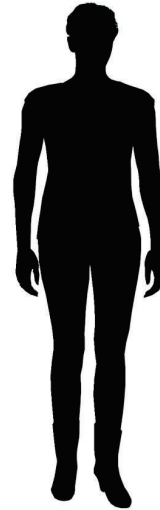
## Watershed District: Kiosk Options



Option 1: Single colored post with vertical text



Option 2: Double colored posts with horizontal text



## Watershed District: Kiosk Mockups

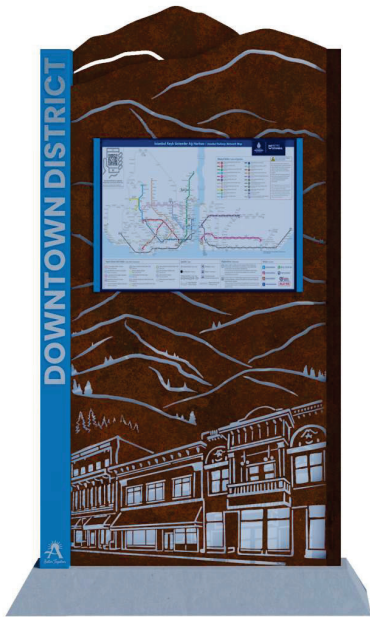


Kiosk Day Mock Up: Watershed District

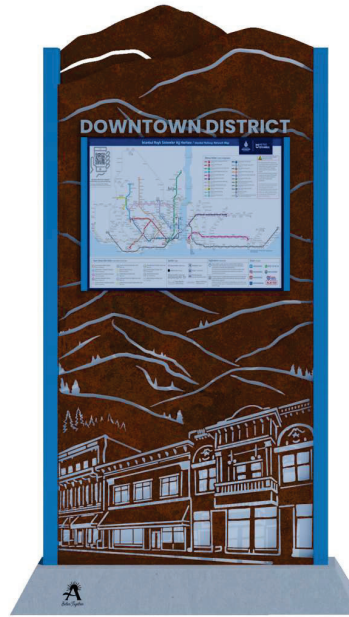
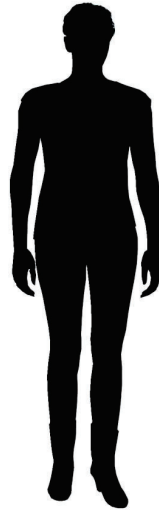


Kiosk Night Mock Up: Watershed District

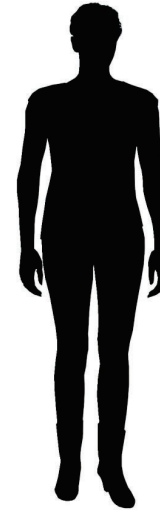
## Downtown District: Kiosk Options



Option 1: Single colored post with vertical text



Option 2: Double colored posts with horizontal text



## Downtown District: Kiosk Mockups

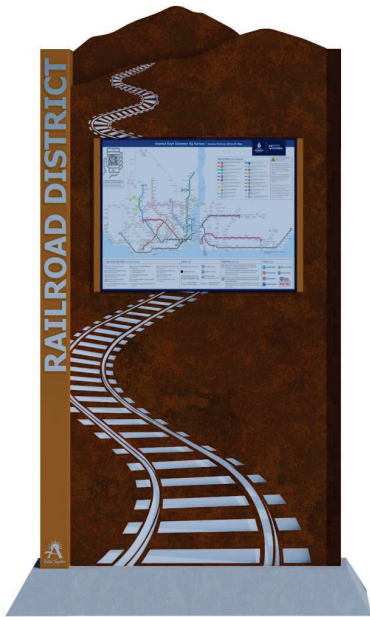


Kiosk Day Mock Up: Downtown District

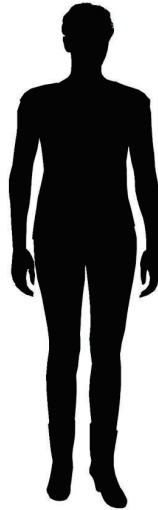


Kiosk Night Mock Up: Downtown District

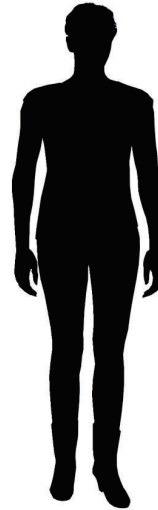
## Railroad District: Kiosk Options



Option 1: Single colored post with vertical text



Option 2: Double colored posts with horizontal text



## Railroad District: Kiosk Mockups

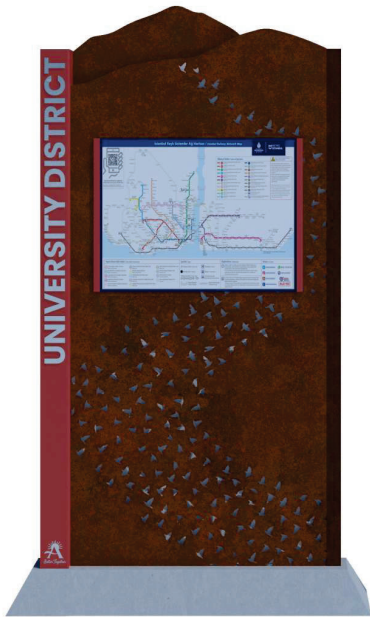


Kiosk Day Mock Up: Railroad District



Kiosk Night Mock Up: Railroad District

## University District: Kiosk Options



Option 1: Single colored post with vertical text



Option 2: Double colored posts with horizontal text

## University District: Kiosk Mockups



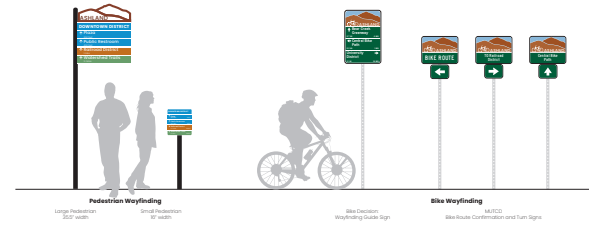
Kiosk Day Mock Up: University District



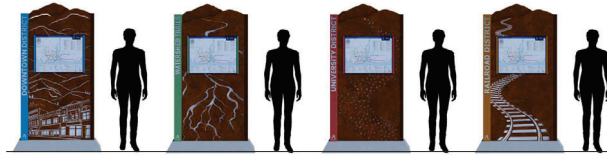
Kiosk Night Mock Up: University District

# Mt Ashland + Metal Wayfinding Sign Package

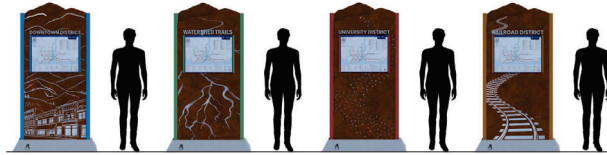
## Wayfinding Family



## Kiosk Option 1:



## Kiosk Option 2:





# 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: 3/17/26

Name: (Please Print) LINDA ADAMS

Ashland Resident:  YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): RVTD Levy Vote Yes

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

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: 17 March 2020

Name: (Please Print)  
Benjamin Ben-Baruch

Ashland Resident:  
 YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number:  
~~Asante~~

Public Forum Topic (Non-agenda Item):  
Asante

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

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:  
3/17/26

Name: (Please Print)  
Laura Hoagland

Ashland Resident:  
 YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):  
Ashland Community Hospital

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

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: 3/17/26

Name: (Please Print)  
ERIC ANAVICKAS

Ashland Resident:  
 YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number:  
VIII. PUBLIC FORUM

Public Forum Topic (Non-agenda Item):  
ESEA REPORT

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

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:

3/17/26

Name: (Please Print)

John Maurer

Ashland Resident:

YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Healthcare

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

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:  
3/17/26

Name: (Please Print)  
Cate Hartzell

Ashland Resident:  
 YES    NO   City: \_\_\_\_\_

Agenda Topic/Item Number:  
Public Forum

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

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: 3/17/26

Name: (Please Print) Lauri Hoagland / Fernando Gasparin

Ashland Resident:  YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number: Public

Public Forum Topic (Non-agenda Item): Ashland Community Hospital

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

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:

3/17/26

Name: (Please Print)

Suzanne Haveman

Ashland Resident:

YES  NO City: Ashland

Agenda Topic/Item Number:

Ashland Community Hospital

Public Forum Topic (Non-agenda item):

YES - NON AGENDA

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.

Did not speak



Better Together

# 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: 5/17/20

Name: (Please Print) CHRISTOPHER GEORGE SEAN NEWBERRY

Ashland Resident:  YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number: COMMUNITY WORKSHEET EXCD

Public Forum Topic (Non-agenda Item): PUBLIC NOTICE

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

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: 3/17/26

Name: (Please Print) Paul Mozina

Ashland Resident:  YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): McGowan case

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.

Default Judgement against the City

The case of [Thomas McGowan vs City of Ashland 25CV66716](#)

and the case I have made for the last 10 months regarding the city's misconduct regarding adopting the 2025-2027 biennial budget, reveal a pattern of disdain by the city administration and this council for city employees and the citizens of Ashland.

In McGowan's case, the violations of the Workplace Violence Prevention Policy are blatant. After receiving McGowan's reports against current AF&R Chief, Marshall Rasor, directly from former AF&R Chief Ralph Sartain, it appears that the City Manager did NOT initiate an investigation into Rasor's misconduct, because neither McGowan or Sartain were interviewed, or received any reports.

*Whistle Blower*

*Retaliation  
Discrimination  
Sue, Notice of  
Default  
Shoulder*

In the case of the 2025-2027 Biennial Budget, the Ashland Charter requires the Chief of Police to investigate any violations of the Charter. The Chief did nothing in response to my inquiry and brief summary of the issues beyond asking the parliamentarian, Johan Pietila to investigate his own actions, and those of the City Administrator and the Council. I subsequently filed a formal complaint to which neither O'Meara or Pietila responded.

I have written a dozen articles in the Ashland Chronicle and spoken to the Council numerous times documenting how this Council violated the ORS regarding the public hearing on the budget, and your failure to have a motion and vote on the amendments you made to the budget, as required by the Ashland Charter. No one has pointed out a single factual or logical error in my complaint, subsequent articles, or my public comments. The only response I got was a pathetic email from Johan Pietila sent to me before I even filed my formal complaint. That is what you are hiding behind.

Dylan Bloom advised me that I should sue the city. Is that what it takes? That is what Tom McGowan was forced to do. Why can't you just follow your own rules and respect your employees and the citizens of Ashland? Instead, anyone who complains is ignored. You expect us to trust you?

I have been speaking to you and writing about this council's misconduct in amending the 2025-2027 biennial budget since last June. The only substantive response I received from you, or anyone in the administration, is an email from the City Attorney sent to me on July 2, before I had even filed my formal complaint.

Attorney Pietila did not address the fact, that this council violated ORS 294.453, which requires the public hearing to be on the budget as approved by the CBC. You amended the CBC approved budget at your May 19 Study Session—two weeks from the June 3<sup>rd</sup> vote. He did not mention the fact that the Ashland Charter requires a motion and vote on ANY action that you take, especially one as momentous as amending the biennial budget. Rather, he said it was enough that you all discussed the changes at two sessions, when in fact, you only discussed this at your May 19 study session. Perhaps he just made a mistake, or maybe it was a lazy attempt to make the council's action look good by claiming you had discussed this multiple times.

Attorney Pietila was new on the job at the time and perhaps he hadn't read the Ashland Charter when he responded, but it definitely requires more than simply discussing things prior to acting. The charter is so emphatic on this point that it actually says, if you don't have a motion and vote on the action, it is not legally binding.

You all have failed to answer two simple factual questions: Did you amend the budget before the public hearing, which according to ORS 294.453, was supposed to be on the budget as approved by the CBC? Did you have a motion and vote on those amendments as required by the Charter? After 10 months none of you can or will defend your actions—even via a proxy.

Councilor Bloom suggested that I sue the city. You are being dishonest by pretending these issues have been resolved by a pathetic email from the city attorney. Your lack of integrity—demonstrated by your silence on this issue—is further eroding any trust the people of Ashland may have had for you.



## 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:

3/17

Name: (Please Print)

Debbie Neisewander

Ashland Resident:

YES  NO City: \_\_\_\_\_

Agenda Topic/Item Number:

~~102~~

Public Forum Topic (Non-agenda Item):

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.

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

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

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

Sept 15, 2025



Council Study Session

November 17, 2025

Update on Prohibited Camping Enforcement
Police
Tighe O'Meara, Police Chief

The City's legal team has assessed that Ashland's management of the night lawn and housing and shelter efforts to be reasonable, based on related state cases and case-law updates (including the recent Supreme Court *Grants Pass* decision). If the night lawn is at capacity, Ashland may partner with neighboring cities for houseless services, provided such efforts to connect individuals with outside assistance is reasonable.

1) Data on calls at the Nite Lawn  
attached

Keep in Mind :- Citations NOT Convictions

- Info obtained from APD Blotters
- Blotter Data Incomplete

3) Assessment of city-owned properties as potential alternative site never addressed!

# Nite Lawn 2024

## Prohibited Camping (65)

Jan (5) Feb (14) Mar (18) Apr (19) May (5)  
June (3) July (0) Aug (0) Sept (0) Oct (0)  
Nov (1) Dec (0)

## Arrests (50)

(18) Warrants (1)(4)(1)(2)(1)(0)(4)(1)(0)(0)(1)(3)  
(5) Trespass (1)(2)(0)(1)(0)(0)(0)(1)(0)(0)(0)(0)  
(9) DOC (0)(2)(0)(0)(2)(0)(3)(1)(0)(1)(0)(0)  
(4) PCS Apr(3) Nov(1)  
(1) Offensive Littering Mar(1)  
(1) Criminal Mischief Oct(1)  
(1) Harassment May(1)  
(1) Harassment Phone Dec(1)  
(1) Providing False Info July(1)  
(1) Parole Violation Jan(1)  
(2) Resisting Jan(1) Apr(1)  
(2) Assault 2  
(2) Menacing  
(2) Reckless Endangerment

Nite Lawn  
Explosion  
Jan 15, 2024

## Nite Lawn 2024

### Violations (13)

- (4) Dog Control Req'd Mar(2) Apr(1) Oct(1)
- (3) Scattering Rubbish Jan(1) Feb(1) (Mar(1))
- (2) Keeping Junk outdoors Feb(1) Oct(1)
- (1) Drinking in Public June(1)
- (1) Open Container (Oct(1))
- (1) Public Use Mj Mar(1)
- (1) Failure to Supervise Children Feb(1)

### Property (14)

(1)(1)(1)(1)(2)(1)(1)(2)(0)(0)(2)(2)

# Nite Lawn Report 2024

No Info: (32) Incomplete Blotter Entries

- (1) Jan 24-186 (ORD)
- (1) Feb 24-344 (ASSTAP)
- (4) March 24-491 (ORD) 24-625 (ORD)  
24-460 (ASSTAP) 24-596 (ASSTAP)
- (2) April 24-768 (All other offenses) 24-892 (ASSTAP)
- (1) May 24-971 (ASSTPP)
- (4) June 24-1176 (ORD) 24-1248 (ASSTAP)  
24-1249 (ASSTAP) 24-1284 (ORD)
- (2) July 24-1542 (ASSTAP) 24-1400 (All other offenses)
- (4) Aug. 24-1680 (SS) 24-1720 (ORD)  
24-1741 (ASSTPP) 24-1787 (ORD)
- (8) Sept. 24-1864 (ASSTAP) 24-1896 (ORD)  
24-1906 (ORD) 24-1908 (ASSTPP)  
24-1918 (ORD) 24-1941 (ASSTAP)  
24-1974 (ORD) 24-1999 (ASSTAP)
- (2) Oct. 24-2150 (ORD) 24-2180 (ORD)
- (3) Nov. 24-2256 (ASSTAP) 24-2279 (ORD)  
24-2350 (ASSTAP)
- (0) Dec

## Summary:

(14) ORD      (3) ASSTPP      (1) SS  
(12) ASSTAP      (2) All other offenses

# Nite Lawn Report

## January thru August 2025

### Prohibited Camping (17)

J	F	M	A	M	J	J	A
(5)	(0)	(7)	(4)	(0)	(1)	(0)	(0)

### Arrests (26)

	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 (12)

(3) Scattering Rubbish	March (1)	April (2)
(4) Prohibited Use Marijuana	April (2)	June (2)
(1) Open Container	June (1)	
(1) Dangerous Animal	February (1)	
(1) Dog Control Required	March (1)	
(1) Loitering in Public Parking Lot	May (1)	
(1) Parking Prohibited	March (1)	

### Property (20)

(1)	(1)	(1)	(6)	(4)	(4)	(0)	(3)
-----	-----	-----	-----	-----	-----	-----	-----

# Nite Lawn Report

## January thru August 2025

### No Info (30) Incomplete Blotter Entries

- (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 Enforcement)  
25-1221 (ORD)
- (5) August 25-1412 (ORD) 25-1444 (ORD) 25-1463 (ORD)  
25-1466 (Redacted) 25-1524 (ORD)

### Summary (No Info)

- (17) ORD
- (3) ASSTAP
- (2) ASSTPP
- (2) Redacted
- (1) LLAWS
- (1) FOOTP
- (1) SUSP
- (1) BITEP
- (1) All other offenses
- (1) Assist Law Enforcement



# Council Business Meeting

Date: April 7, 2026

<b>Agenda Item</b>	Committee Member Appointments
<b>Department</b>	Mayor and Council
<b>From</b>	Alissa Kolodzinski, City Recorder

## **TIME ESTIMATE**

consent

## **CATEGORY**

Action Needed - Motion to approve an action

## **SUMMARY**

Approval of Mayor Graham’s recommendation for the appointment of:  
 Deborah Costella to position #1 on the Historic Preservation Advisory Committee Appointment with a term ending December 31, 2029,  
 Ro Henigson-Kann to position #2 on the Housing and Human Services Advisory Committee with a term ending December 31, 2029,  
 Dan Ruby to position #5 on the Housing and Human Services Advisory Committee with a term ending December 31, 2029.

## **POLICIES, PLANS & GOALS SUPPORTED**

## **BACKGROUND AND ADDITIONAL INFORMATION**

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

## **FISCAL IMPACTS**

## **SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS**

## **REFERENCES & ATTACHMENTS**

1. Costella\_ Appointment Application Hist.Pres.\_
2. Henigson-Kann\_ Appointment Application for HHSC\_
3. Ruby\_ Appointment Application for City Committee or Commission\_



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for City Committee or Commission  
**Date:** Monday, March 02, 2026 11:59:48 AM

---

[EXTERNAL SENDER]

## Appointment Application for City Committee or Commission

### Appointment Process

Thank you for your interest in serving on a committee.

Before applying, we kindly ask that you attend at least one committee meeting, or plan to attend an upcoming meeting. You must also review both the [Committee Handbook](#) and [Social Media Policy](#) to gain a comprehensive understanding of the committee's responsibilities and expectations.

Once your attendance has been confirmed, the Staff Liaison, Council Liaison, and Committee Chair will schedule a meeting with you to discuss your interest in serving. If you are recommended for an appointment, the Mayor will present your nomination to the City Council for approval.

Name	deborah costella
Preferred Pronouns	<i>Field not completed.</i>
Committee or Commission You Wish to Serve On	Historic Preservation Advisory Committee
Date You Attended a Meeting	<i>Field not completed.</i>
Or Date You Will Attend a Meeting	March, 4th, 2026
I have reviewed the following documents:	Commission and Committee Handbook, Social Media Policy
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	semi-retired chef/culinary instructor

Educational Background	BFA in Dance, Certified in Early Childhood Education and Culinary Arts
Related Experience	<p>First, I consider myself to be "historic" and believe my experiences lend themselves to being a part of this committee. Having grown up in San Francisco and Palo Alto, along with annual trips to abroad to Europe, as well as visits to a number of states here in the U.S., has given me an appreciation for a city's history and how that history impacts current day residents and visitors. I also spent 20+ years in Las Vegas, where history is regularly imploded to make way for new. An unfortunate approach and response to buildings that carried rich and lively stories of old.</p>
Interests	<p>I'm interested in obtaining more intimate knowledge about the community I live in as well as a more active member. Having moved to Ashland for some very specific reasons, one of them being this being the first Shakespeare Theater in the U.S., along with the artistic ambiance here, I feel it's important, that while this city continues to grow and change, there remains some adherence to what makes Ashland Oregon, Ashland. I want to be a part of that preservation.</p>
Availability	Yes, and no I don not have any preferred days.
Additional Information	<p>I have lived in Ashland for five years now. As a small business owner, I was forced to close, I feel, that while I still have much to learn about the city I deliberately chose to retire in, I have some skin in the game, in maintaining Ashland's charm and historic appeal.</p>
Signature	Deborah L. Costella

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for City Committee or Commission  
**Date:** Monday, March 02, 2026 11:08:18 AM

---

[EXTERNAL SENDER]

## Appointment Application for City Committee or Commission

### Appointment Process

Thank you for your interest in serving on a committee.

Before applying, we kindly ask that you attend at least one committee meeting, or plan to attend an upcoming meeting. You must also review both the [Committee Handbook](#) and [Social Media Policy](#) to gain a comprehensive understanding of the committee's responsibilities and expectations.

Once your attendance has been confirmed, the Staff Liaison, Council Liaison, and Committee Chair will schedule a meeting with you to discuss your interest in serving. If you are recommended for an appointment, the Mayor will present your nomination to the City Council for approval.

Name	Ro Henigson-Kann
Preferred Pronouns	she/her
Committee or Commission You Wish to Serve On	HHSAC
Date You Attended a Meeting	<i>Field not completed.</i>
Or Date You Will Attend a Meeting	3/29/2026
I have reviewed the following documents:	Commission and Committee Handbook, Social Media Policy
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Law Student

Educational Background	Seattle University School of Law -- JD graduation: 12/2027 Portland State University 2020: Master in Social Work University of Arizona 2017: Bachelor of Art (Cultural Anthropology) Ashland High School 2013
Related Experience	Served on HHSAC Subcommittee in 2024. Substitute teacher for Southern Oregon Education District & Talent/Phoenix School District. Social work background focusing community organizing, upstream interventions, and child welfare involved families (including CWEP: child welfare education program). Any and all additional training, tools, and education will greatly benefit me, no matter how much experience I have, there is always more to learn!
Interests	I am deeply passionate about the community I live in, and I have a vested interest in the wellbeing of all populations that reside in Ashland, and Southern Oregon at large. It is my belief that community engagement is the best way in which to forge new ways of supporting one another.
Availability	I am available to attend the regularly scheduled meetings on the third Thursday of the month, as well as the special meetings that might require more time, or attendance on a different day. Evening meetings are preferable, though I have some flexibility if daytime meetings are necessary.
Additional Information	I was born and raised in Ashland. After living in various states and countries for 10 years, I moved back in 2022, and have found immense joy as I have found myself engrained in this phenomenal community that I had the honor of growing up in. Not only do I bring a wealth of experience from my education, I also know the community both personally, and through my 3+ years substitute teaching in Ashland, Talent, and Phoenix, in addition to my time working in child welfare in the Rogue Valley, prior to obtaining my MSW. I care a great deal about the community I reside in, both for the people and the physical environment (which I have the immense privilege of utilizing), and it is my belief that being on the HHSAC will allow me to engage with my community in a meaningful way in which I can learn from others, and I can share my unique set of skills and knowledge.
Signature	Rosa Henigson-Kann

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for City Committee or Commission  
**Date:** Tuesday, March 10, 2026 9:33:01 AM

---

[EXTERNAL SENDER]

## Appointment Application for City Committee or Commission

### Appointment Process

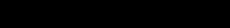
Thank you for your interest in serving on a committee.

Before applying, we kindly ask that you attend at least one committee meeting, or plan to attend an upcoming meeting. You must also review both the [Committee Handbook](#) and [Social Media Policy](#) to gain a comprehensive understanding of the committee's responsibilities and expectations.

Once your attendance has been confirmed, the Staff Liaison, Council Liaison, and Committee Chair will schedule a meeting with you to discuss your interest in serving. If you are recommended for an appointment, the Mayor will present your nomination to the City Council for approval.

Name	Dan Ruby
Preferred Pronouns	He/him
Committee or Commission You Wish to Serve On	Housing and Human Services
Date You Attended a Meeting	<i>Field not completed.</i>
Or Date You Will Attend a Meeting	03/19/2026
I have reviewed the following documents:	Commission and Committee Handbook, Social Media Policy
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Consultant

---

Educational Background	MS in Secondary Education (Science)
Related Experience	I have worked at a Federally-Qualified Health Center on a project of transitional housing for wildfire survivors with wraparound services and founded a nonprofit to advance the Ashland Attainable Housing Project, a proposed affordable (average 60% AMI) and middle-income (80%-120% AMI) development aimed at families and school district staff, with onsite early childhood education.
Interests	I care deeply about the Ashland community and feel I could offer my own skills to serve city efforts, plus I love to learn alongside colleagues about policy and strategy solutions to the barriers to health and wellbeing in our region.
Availability	I am available for all currently-scheduled regular meeting times, plus: first, third and fourth Monday afternoon and evenings; Tuesdays anytime; 2nd and 4th Wednesdays late afternoons and early evenings, Thursdays before 6:30, and Fridays anytime. I prefer day meetings when possible.
Additional Information	I have lived and worked in Ashland since 2018 and also serve on the school board.
Signature	

---

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



# Council Business Meeting

Date: April 7, 2026

<b>Agenda Item</b>	Authorize City Manager to Submit a Heritage Tree Nomination for the Fremont Cottonwood at 380 Clay St
<b>Department</b>	City Manager's Office
<b>From</b>	Jordan Rooklyn

## **TIME ESTIMATE**

Consent Agenda

## **CATEGORY**

Action Needed - Motion to approve an action

## **SUMMARY**

If approved, the City Manager will submit a Heritage Tree Nomination for the Fremont Cottonwood at 380 Clay Street

## **POLICIES, PLANS & GOALS SUPPORTED**

## **BACKGROUND AND ADDITIONAL INFORMATION**

A Heritage Tree is defined as a specific tree in Ashland that is deserving of special status due to distinctive form, size, age, location, species, unique qualities, or historical significance (AMC 18.4.5.060). If a tree is designated a Heritage Tree, a Tree Removal Permit is required for removal unless it meets other exempt definitions pursuant to [AMC 18.5.7.020\(C\)](#).

### *Nomination Process*

A person may nominate, with written consent of the property owner, a tree for consideration as a Heritage Tree. Once nominated, the Tree Management Advisory Committee shall review the nomination and make a written final recommendation to City Council. City Council will review the recommendation and make the final determination of Heritage Tree status.

### *Designation Process*

If a tree is designated a Heritage Tree, the tree shall be included on the Heritage Tree list adopted by resolution of the City Council. A Heritage Tree may be removed from list upon written request by the property owner. The City Recorder shall then remove the Heritage Tree from the list and cause to be filed with the county recording office a quitclaim deed quitclaiming any interest of the City resulting from the listing.

### *380 Clay Street*

The City of Ashland currently owns the property at 380 Clay Street. On the property is a large, historic Fremont Cottonwood that received a Tree of the Year designation in 2013. The City is undergoing a process to sell the property and, during that process, has received community feedback to designate the tree a Heritage Tree. While the specific tree is already provided the highest level of protection per AMC Chapter 184.5 Tree Preservation and Protection, the Heritage Tree designation is a way to honor the tree and the community's support of it.

If the consent agenda is approved, the City Manager will submit a Heritage Tree nomination to the Tree Management Advisory Committee.

## **FISCAL IMPACTS**

None





# Council Business Meeting

## **SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS**

[via Consent Agenda] I move to authorize the City Manager to submit a Heritage Tree nomination for the tree located at 380 Clay Street.

## **REFERENCES & ATTACHMENTS**

None





# Council Business Meeting

Date: April 7, 2026

<b>Agenda Item</b>	Natural gas objectives and mechanism to achieve policy objectives
<b>Department</b>	Legal
<b>From</b>	Johan Pietila, City Attorney, Carmel Zahran, Assistant City Attorney

## **TIME ESTIMATE**

15 minutes

## **CATEGORY**

Staff Direction - provide direction to staff on the body's desired next steps.

## **SUMMARY**

This item came before Council on November 18, 2025. Councilmember Kaplan and Mayor Graham have requested consideration of franchise agreements versus the drafting of an omnibus right-of-way ordinance to come before Council for discussion. the Council has expressed interest in understanding differences and tradeoffs between a franchise agreement and a right-of-way ordinance. Staff is requesting direction on how Council would like to move forward regarding this issue.

Council discussed preferences for flexibility, with key concerns being financial impact on utility customers and city revenue. Avista discussed a preference for a franchise agreement for infrastructure stability. Council was seeking the least complex and least costly solution that aligned with Ashland’s climate goals.

Legal has reviewed the previous franchise agreement, and with updates from the City Manager’s Office, the parties have arrived at form and content that are agreeable. As requested, these terms have been identically provided in ordinance and franchise agreement form, to provide a solid starting place for discussion.

## **POLICIES, PLANS & GOALS SUPPORTED**

Excellence in governance and City services.

## **BACKGROUND AND ADDITIONAL INFORMATION**

The City currently holds franchise agreement with gas and telecommunications utilities for use of City right-of-way for infrastructure purposes. The City’s own utilities also utilize the right-of-way for infrastructure. At the end of 2025, the City’s franchise agreement with Avista transitioned into a year-to-year agreement. Should the City want to move to a right-of-way ordinance, rather than renew the franchise agreement, a termination notice of not less than 180 days must be provided to Avista.

A principal advantage of an omnibus ordinance is that it provides administrative efficiency: a single ordinance can standardize permitting, fee schedules, insurance, inspections, and enforcement procedures. The effect is that it may reduce transactional time if management of different franchises is uniform. It may also make policy choices more transparent and more durable, since it is more difficult to change code than an agreement. That standardization can be especially useful in jurisdictions that grant access to multiple franchisees and seek uniform processes across varied providers.

However, Chapter 16 (Telecommunications) already provides a comprehensive framework: the code spells out the bulk of the franchise terms, and from there, servicers have relatively shorter license agreements. Chapter 16 is current, was developed with substantial public input, and was drafted by an experienced Oregon municipal telecommunications attorney that provided local preferences without running afoul of federal requirements. On that basis, this office strongly advises against changes to Chapter 16 or attempts to incorporate telecommunications into an omnibus franchise approach.





# Council Business Meeting

It is important to remember that Ashland is unique as compared to similarly sized cities in that it operates major services—wastewater, electric, and some cable—directly. Outside telecommunications, Ashland’s external franchises are limited to Avista (natural gas) and Recology (solid waste). Recology is already governed by ordinance, so the narrow practical question is whether the City should adopt an omnibus ordinance to cover natural gas and solid waste; or should the City continue with an individual franchise agreement.

Individual franchise agreements offer greater flexibility and tailoring. Agreements allow negotiation of terms specific to the nature, technology, economics, and operational needs of each service—circumstances that can vary widely between trash collection, natural gas, electric, and telecommunications. Agreements are also less likely to produce the drafting pitfalls that arise when attempting a one-size-fits-all ordinance to cover a variety of services. It is certainly possible to draft such an ordinance; it would just be broader with the specifics to be fleshed out in agreements. In short, ordinances favor standardization and durability, while agreements favor flexibility and specificity.

There are a few general elements for consideration regarding franchise agreements versus a licensing/right-of-way ordinance model:

### Franchise agreements:

- Allow customizable terms.
- Specific provisions can be negotiated to align with local climate, equity and infrastructure goals for each utility.
- Legal precedent: Oregon courts have upheld cities' authority to impose franchise fees under home rule, even above statutory caps.
- Require renegotiation at regular intervals dependent upon individual agreement.
- Agreements can potentially have a long-term lock in which can limit the ability to make changes.
- Franchise agreements solely apply to utilities with infrastructure in the rights-of-way and potentially not all service providers.

### Licensing Ordinances:

- Oregon's home rule authority allows cities to adopt and amend ordinances without utility consent.
- Potentially easier to update terms to reflect changes in priorities (climate, health, equity, etc.) due to process.
- Potential administrative efficiency long-term as standardizes rules for all utilities if multiple utilities in the right-of-way (if written as such) reducing the need for individual negotiations.
- Potentially long period of implementation as franchise agreements expire and transition under the ordinances.
- Enforcement burden of monitoring compliance and potential resistance from utilities.
- Fee ambiguity does exist, as some state statutes (ORS 22.450) create ambiguity around fee limit and no case law yet exists related to this area.

Examples of regulation model and franchise fee % for natural gas

City	Population	Regulation Model	Franchise Fee %
Woodburn	26,300	Licensing Ordinance	5%
Gresham	113,000	Licensing Ordinance	10%
Bend	105,000	Licensing Ordinance	7%
Happy Valley	27,000	Licensing Ordinance	5%
Central Point	20,700	Licensing unless Franchise agreed upon	7.5%
Medford	83,100	Franchise Agreement	8%
Ashland	21,000	Franchise Agreement	5%





# Council Business Meeting

McMinnville	35,000	Franchise Agreement	5%
Portland	652,000	Franchise plus privilege tax	5%

Additional cities with licensing (right-of-way ordinance):

LaGrande (7%), Beaverton (5%), Eagle Point (7%), West Linn (5%), Tualatin (5%)

Additional cities with franchise agreements:

Eugene, Klamath Falls, Roseburg, Lebanon, Sherwood, Newberg, Forest Grove, Corvallis, Springfield, Salem, Hillsboro, Redmond, Wilsonville, Oregon City, Grants Pass, Stayton, Lafayette, Cottage Grove, Monmouth, Independence, Brookings, Newport, Keizer, Albany.

To summarize, this office advises against amending Chapter 16. It is also recommended to maintain Recology in ordinance given the positive service it has provided Ashland over the years. For Avista, given they are the only other gas provider, the recommendation is to continue using an individual and specific negotiated franchise agreements so the City can address technical, commercial, and regulatory specifics. Given the small number and diversity of external franchisees, the better path is to preserve flexibility rather than lock broad rules into code.

This recommendation is more due to the structure of Ashland’s services than because of a preference between an omnibus right-of-way ordinance versus agreements. If the Council wished to go on the ordinance route, that is certainly an option, and this office would recommend a specific natural gas ordinance. It would have a similar feeling to Ashland’s approach to Recology, in its public availability.

## **FISCAL IMPACTS**

Fiscal impacts vary slightly by direction and almost entirely on staff time.

## **SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS**

Avista's franchise agreement transitioned to a year-to-year agreement on January 1. Unless the Council is seeking to change it, no action is needed.

Council could:

- Give staff direction to bring forward a finalized updated Franchise Agreement with Avista for approval.
- Give staff direction to draft a right-of-way ordinance.

## **REFERENCES & ATTACHMENTS**

1. Avista Natural Gas Ordinance.V3.Draft
2. Avista Franchise Agreement 2026.Draft



**ORDINANCE NO. XXXX**

**AN ORDINANCE GRANTING AVISTA CORPORATION, dba AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION, STORAGE AND SALE OF GAS.**

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**, Avista Corporation dba Avista Utilities (Avista), a Washington Corporation, has filed with the City of Ashland, State of Oregon (the City) a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of the City's rights of way and public property in the City for the purposes of the transmission, distribution, storage and sale of Gas, and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services.

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

**SECTION 1. Definitions**

For the purposes of this Franchise Agreement, the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

**Avista** means Avista Corporation, dba Avista Utilities, a Washington Corporation, and its respective successors and assigns, agents, and contractors.

**City** means the City of Ashland, a municipal corporation of the State of Oregon, and its respective successors, assigns, agents, and contractors.

**Commission** means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

**Days** means business days, unless otherwise noted.

**Effective Date** means thirty (30) calendar days from final passage of this Agreement, provided it has been duly accepted by Avista, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

**Facilities** means, collectively, any and all Gas transmission and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, services, laterals, conduits, services, regulators, valves, meters, meter-reading devices, fences, barricades, structures, vehicular protection devices, communication systems and control systems, and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage, and sale of Gas.

**Franchise** means the grant by the City of rights, privileges and authority embodied in this Agreement.

**Franchise Area** means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for public roads, streets, avenues, alleys, bridges, tunnels, City-owned public utility easements, and highways that may hereafter be constructed, platted, dedicated, acquired or improved and all City-owned public utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

**Gas** means natural, manufactured, renewable and/or mixed gases.

**Gross Revenues** — Except as otherwise provided in OAR 860-022-0040, gross revenues means revenues received from utility operations within the City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, or sales at wholesale by one utility to another utility where the purchasing utility's service is not the ultimate customer.

**Maintenance, maintaining, or maintain** means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

**Parties** means City and Avista collectively.

**Party** means either City or Avista individually.

**Person** means a business entity or natural person.

**Right-of-way** means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned public utility easement and/or right-of-way now or hereafter held or administered by the City.

**State** means the State of Oregon.

**Tariff** means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

## **SECTION 2. Grant of Franchise**

### **2.1 Grant**

City hereby grants to Avista the right, power, privilege and authority to enter upon all public roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service.

### **2.2 Effective Date**

This Agreement will be effective thirty (30) calendar days after the date of final passage and approval, provided it has been duly accepted by Avista.

### **2.3 Term**

**2.3.1** The rights, privileges and Franchise granted to Avista will extend for an initial term of ten (10) years from the Effective Date, and shall automatically extend for successive one (1) year terms unless:

- a. a new agreement is entered into;
- b. this Franchise is renewed for a ten (10) year term subject to Section 2.3.2 below;
- c. the Franchise is terminated by agreement between the Parties; or
- d. either Party provides the other Party not less than one hundred eighty (180) calendar days prior written notice of its intent not to renew a successive term.

### **2.3.2**

In the event a Party desires to renew the Franchise as provided in Section 2.3.1(b) above, such party shall notify the other Party in writing a request to renew for a ten (10) year period prior to the end of the initial term. If both Parties mutually agree to such a renewal, the renewal date shall commence the day immediately following the expiration date of the initial term, and all terms and conditions of the Franchise shall remain the same, except the Effective Date of such term.

### **2.4 Non-Exclusive Franchise**

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights

under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

## **2.5 Notice of City's Intent to Compete with Avista**

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months notice of such action.

## **2.6 Assignment of Franchise**

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) calendar days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

## **2.7 Payment of Franchise Fees**

### **2.7.1 Franchise Fee**

In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City **five percent (5%)** of Avista's gross revenues derived from service to customers located within City (the Franchise Fee). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) calendar days following the end of the quarter to which the payment relates.

### **2.7.2 Payments**

Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the Accounting Statement). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise. If Avista fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by Avista within thirty (30) calendar days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from Avista.

In the event of the expiration or termination of this Franchise, Avista shall pay the compensation as required in ORS 221.450 in quarterly installments, which quarterly installments will be due not later than thirty (30) calendar days following the end of the quarter to which the payment relates.

### **2.7.3 Inspection of Books and Records and Audit Procedures**

On an annual basis, no more frequently than every twelve (12) months, upon thirty (30) days' prior written notice to Avista, the City shall have the right to audit the books and records of Avista to determine whether Avista has paid the franchise fees owed in accordance with generally accepted accounting principles. The audit shall not last longer than six (6) months.

Avista and the City agree to reasonably cooperate to complete the audit within the six (6) month period. Any undisputed additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Avista by the City, which notice shall include a copy of the audit findings.

Reimbursements for underpayments as a result of audit findings are subject to late payment interest as set forth in Section 2.7.4 herein. Avista will cooperate with the City in conducting any inspection and/or audit in-person, by mail or electronic means and will correct any discrepancies affecting the City's interest in a prompt and efficient manner.

Avista will facilitate access to all its books, records, documentation, and/or information at its Medford, Oregon District office.

The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by Avista was due.

**Reporting Requirements:** Annually, Avista shall submit a report detailing total residential and commercial fossil fuel consumption. For metered fossil fuel services, Avista shall provide a quarterly report that must include the total number of operational meters, separated into residential and commercial accounts.

#### **2.7.4 Late Payments and Interest**

In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Avista, upon request from the City, shall pay an interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate, plus one percent (1%) during the period such unpaid amount is owed.

#### **2.7.5 Equality of Franchise Fees and Costs**

In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisees doing the same business as or competing with Avista. In the event that City does not impose equivalent charges upon other franchisees doing the same business as or competing with Avista, the City will charge Avista the fee imposed upon Avista prior to the increase until all franchisees doing the same business as or competing with Avista are charged the same.

### **SECTION 3. Avista's Operations and Maintenance**

#### **3.1 Compliance with Laws, Regulations, Codes and Standards**

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations that are nondiscriminatory in nature pertaining to the

conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty (30) calendar days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

### **3.2 Facility Location by Avista and Non-Interference**

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

### **3.3 Facility Location Information**

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities as shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended nor shall be construed to relieve either Party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

### **3.4 Vegetation Management — Removal of Trees/Vegetation Encroachment**

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion, to minimize the likelihood that encroaching either above or below the ground vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation, the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area. This removal should be conducted in accordance with Ashland Municipal Code Chapter 13, and Chapter 18.

### **3.5 Right of Excavation**

For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications.

Prior to performing such work, Avista shall obtain all legally required permits, including the opening or disturbance of any Right-of-way within the Franchise Area. City shall cooperate with

Avista in granting any permits required, providing such grant and subsequent construction by Avista shall not unduly interfere with the use of such Rights-of-way. Avista shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Gas Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by City as to other public utility companies and other entities operating in the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees may be required in addition to payment of the Franchise Fee herein.

In case any obstruction caused by Avista shall remain longer than ten (10) business days after notice to remove it, or in case of neglect by Avista to safeguard any dangerous places, City may remove such obstruction or safeguard such dangerous places at the expense of Avista.

### **3.6 Emergency Work**

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

## **SECTION 4. Reservation of City's Rights and Powers**

### **4.1 Reservation of Right**

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State.

### **4.2 Necessary Construction/Maintenance by City**

The installation, construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities provided that Avista shall be given not less than ten (10) business days notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

### **4.3 Expansion of Avista's Facilities**

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

### **4.4 Change of Boundaries of the City**

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

#### **4.5 Removal of Abandoned Facilities**

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

#### **4.6 Vacation of Properties by City**

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual utility easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities that exist at the time of vacation on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

### **SECTION 5. Relocation of Avista's Facilities**

#### **5.1 Relocation of Facilities Requested by City**

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista with reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than one hundred twenty (120) calendar days if necessary to allow Avista sufficient time to arrange for relocation upon consultation with the City. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plans of the City.

In the event a City-requested relocation forces Avista off City's existing Public Rights of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected Property. If the City requires the subsequent relocation of any of Avista's Facilities within five (5) years from the date of relocation of such Facilities or

installation of new Facilities, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be in accordance with Section 5.2 below. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed. This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

### **5.2 Relocation of Facilities Requested by Third Parties**

City acknowledges that Avista is obligated to provide Gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs. If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

### **5.3 Availability of Other Funds**

In the event the City applies for federal, state or other non-City funding for Right of way improvement funds available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

## **SECTION 6. Indemnity**

### **6.1 Indemnification of City**

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys' fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

### **6.2 Indemnification of Avista**

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys' fees, that Avista may sustain, incur, become liable for,

or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents. This indemnification is subject to the limitations of liability and procedural requirements set forth in the Oregon Tort Claims Act ORS 30.260 to 30.300 and does not waive any defenses or immunities available to the City under applicable law.

## **SECTION 7. Franchise Dispute Resolution**

### **7.1 Non-waiver**

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

### **7.2 Dispute Resolution by the Parties**

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

### **7.3 Right of Enforcement**

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

### **7.4 Attorneys' Fees and Costs**

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

## **SECTION 8. General Provisions**

### **8.1 Franchise as Contract, No Third Party Beneficiaries**

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

## **8.2 Force Majeure**

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure), including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, pandemic, epidemic, or cyberattack, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence, Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

## **8.3 Prior Franchises Superseded**

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by prior Franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

## **8.4 Severability**

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the City and Avista.

## **8.5 Changes or Amendments**

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

## **8.6 Supremacy and Governing Law**

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control. In the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

## **8.7 Headings**

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

## **8.8 Acceptance of Franchise**

Avista shall, within thirty (30) calendar days after final passage of this Agreement, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

**8.9 Abandonment or Suspension of Franchise Rights and Obligations**

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

**8.10 Venue**

This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Jackson County, Oregon.

**SECTION 9. 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 10. 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

**AVISTA CORPORATION d/b/a AVISTA UTILITIES**

**AND**

**CITY OF ASHLAND, OREGON**

**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** is made and entered into as of the date of final passage and approval by the City of Ashland, between the **CITY OF ASHLAND**, a municipal corporation of the State of Oregon (“**City**”), and **AVISTA CORPORATION, dba AVISTA UTILITIES**, a Washington Corporation (“**Avista**”). Avista has filed with the City of Ashland a written application for a renewal of its Franchise to locate, construct, operate, maintain and use natural gas facilities, plants, works, underground pipelines, equipment and appurtenances in, upon, over, under, along and across the City’s rights of way and public property for the purposes of the transmission, distribution, storage and sale of gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista’s services; **NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Avista agree as follows:

**SECTION 1.0 DEFINITIONS**

For the purposes of this Franchise Agreement, the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

**Avista** means Avista Corporation, dba Avista Utilities, a Washington Corporation, and its respective successors and assigns, agents, and contractors.

**City** means the City of Ashland, a municipal corporation of the State of Oregon, and its respective successors, assigns, agents, and contractors.

**Commission** means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

**Days** means business days, unless otherwise noted.

**Effective Date** means the date this Agreement is fully executed by both parties, and the date from which the time requirement for any notice, extension, and/or renewal shall be measured.

**Facilities** means, collectively, any and all Gas transmission and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, services, laterals, conduits, services,

regulators, valves, meters, meter-reading devices, fences, barricades, structures, vehicular protection devices, communication systems and control systems, and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage, and sale of Gas.

**Franchise** means the grant by the City of rights, privileges and authority embodied in this Agreement.

**Franchise Area** means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for public roads, streets, avenues, alleys, bridges, tunnels, City-owned public utility easements, and highways that may hereafter be constructed, platted, dedicated, acquired or improved and all City-owned public utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

**Gas** means natural, manufactured, renewable and/or mixed gases.

**Gross Revenues** — Except as otherwise provided in OAR 860-022-0040, gross revenues means revenues received from utility operations within the City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, or sales at wholesale by one utility to another utility where the purchasing utility's service is not the ultimate customer.

**Maintenance, maintaining, or maintain** means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

**Parties** means City and Avista collectively.

**Party** means either City or Avista individually.

**Person** means a business entity or natural person.

**Right-of-way** means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned public utility easement and/or right-of-way now or hereafter held or administered by the City.

**State** means the State of Oregon.

**Tariff** means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

## **SECTION 2.0 GRANT OF FRANCHISE**

### **2.1 Grant**

City hereby grants to Avista the right, power, privilege and authority to enter upon all public roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service.

### **2.2 Effective Date**

This Agreement will be effective the date this Agreement is fully executed by both parties.

### **2.3 Term**

**2.3.1** The rights, privileges and Franchise granted to Avista will extend for an initial term of ten (10) years from the Effective Date, and shall automatically extend for successive one (1) year terms unless: - (a) a new agreement is entered into; - (b) this Franchise is renewed for a ten (10) year term subject to Section 2.3.2 below; - (c) the Franchise is terminated by agreement between the Parties; or - (d) either Party provides the other Party not less than one hundred eighty (180) calendar days prior written notice of its intent not to renew a successive term.

**2.3.2** In the event a Party desires to renew the Franchise as provided in Section 2.3.1(b) above, such party shall notify the other Party in writing a request to renew for a ten (10) year period prior to the end of the initial term. If both Parties mutually agree to such a renewal, the renewal date shall commence the day immediately following the expiration date of the initial term, and all terms and conditions of the Franchise shall remain the same, except the Effective Date of such term.

### **2.4 Non-Exclusive Franchise**

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

### **2.5 Notice of City's Intent to Compete with Avista**

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months notice of such action.

### **2.6 Assignment of Franchise**

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) calendar days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

## **2.7 Payment of Franchise Fees**

**2.7.1 Franchise Fee** In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City five percent (5%) of Avista's gross revenues derived from service to customers located within City (the Franchise Fee). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) calendar days following the end of the quarter to which the payment relates.

**2.7.2 Payments** Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the Accounting Statement). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise. If Avista fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by Avista within thirty (30) calendar days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from Avista. In the event of the expiration or termination of this Franchise, Avista shall pay the compensation as required in ORS 221.450 in quarterly installments, which quarterly installments will be due not later than thirty (30) calendar days following the end of the quarter to which the payment relates.

**2.7.3 Inspection of Books and Records and Audit Procedures** On an annual basis, no more frequently than every twelve (12) months, upon thirty (30) days' prior written notice to Avista, the City shall have the right to audit the books and records of Avista to determine whether Avista has paid the franchise fees owed in accordance with generally accepted accounting principles. The audit shall not last longer than six (6) months. Avista and the City agree to reasonably cooperate to complete the audit within the six (6) month period. Any undisputed additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Avista by the City, which notice shall include a copy of the audit findings.

Reimbursements for underpayments as a result of audit findings are subject to late payment interest as set forth in Section 2.7.4 herein. Avista will cooperate with the City in conducting any inspection and/or audit in-person, by mail or electronic means and will correct any discrepancies affecting the City's interest in a prompt and efficient manner.

Avista will facilitate access to all its books, records, documentation, and/or information at its Medford, Oregon District office.

The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by Avista was due.

Reporting Requirements: Annually, Avista shall submit a report detailing total residential and commercial fossil fuel consumption. For metered fossil fuel services, Avista shall provide a quarterly report that must include the total number of operational meters, separated into residential and commercial accounts.

**2.7.4 Late Payments and Interest** In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Avista, upon request from the City, shall pay an interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate, plus one percent (1%) during the period such unpaid amount is owed.

**2.7.5 Equality of Franchise Fees and Costs** In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisees doing the same business as or competing with Avista. In the event that City does not impose equivalent charges upon other franchisees doing the same business as or competing with Avista, the City will charge Avista the fee imposed upon Avista prior to the increase until all franchisees doing the same business as or competing with Avista are charged the same.

## **SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE**

### **3.1 Compliance with Laws, Regulations, Codes and Standards**

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations that are nondiscriminatory in nature pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty (30) calendar days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

### **3.2 Facility Location by Avista and Non-Interference**

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

### **3.3 Facility Location Information**

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities as shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended nor shall be construed to relieve either Party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

### **3.4 Vegetation Management — Removal of Trees/Vegetation Encroachment**

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion, to minimize the likelihood that encroaching either above or below the ground vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation, the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area. This removal should be conducted in accordance with Ashland Municipal Code Chapter 13, and Chapter 18.

### **3.5 Right of Excavation**

For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications. Prior to performing such work, Avista shall obtain all legally required permits, including the opening or disturbance of any Right-of-way within the Franchise Area. City shall cooperate with Avista in granting any permits required, providing such grant and subsequent construction by Avista shall not unduly

interfere with the use of such Rights-of-way. Avista shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Gas Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by City as to other public utility companies and other entities operating in the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees may be required in addition to payment of the Franchise Fee herein. In case any obstruction caused by Avista shall remain longer than ten (10) business days after notice to remove it, or in case of neglect by Avista to safeguard any dangerous places, City may remove such obstruction or safeguard such dangerous places at the expense of Avista.

### **3.6 Emergency Work**

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

## **SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS**

### **4.1 Reservation of Right**

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State.

### **4.2 Necessary Construction/Maintenance by City**

The installation, construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities provided that Avista shall be given not less than ten (10) business days notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

### **4.3 Expansion of Avista's Facilities**

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

#### **4.4 Change of Boundaries of the City**

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

#### **4.5 Removal of Abandoned Facilities**

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

#### **4.6 Vacation of Properties by City**

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual utility easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's Facilities that exist at the time of vacation on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

### **SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES**

#### **5.1 Relocation of Facilities Requested by City**

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista with reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than one hundred twenty (120) calendar days if necessary to allow Avista sufficient time to arrange for relocation upon consultation with the City. In cases of emergency, or where not otherwise reasonably

foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plans of the City.

In the event a City-requested relocation forces Avista off City's existing Public Rights of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected Property. If the City requires the subsequent relocation of any of Avista's Facilities within five (5) years from the date of relocation of such Facilities or installation of new Facilities, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such subsequent relocation.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be in accordance with Section 5.2 below. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed. This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

### **5.2 Relocation of Facilities Requested by Third Parties**

City acknowledges that Avista is obligated to provide Gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs. If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

### **5.3 Availability of Other Funds**

In the event the City applies for federal, state or other non-City funding for Right of way improvement funds available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

## **SECTION 6.0 INDEMNITY**

## **6.1 Indemnification of City**

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys' fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

## **6.2 Indemnification of Avista**

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys' fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents. This indemnification is subject to the limitations of liability and procedural requirements set forth in the Oregon Tort Claims Act ORS 30.260 to 30.300 and does not waive any defenses or immunities available to the City under applicable law.

## **SECTION 7.0 FRANCHISE DISPUTE RESOLUTION**

### **7.1 Non-waiver**

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

### **7.2 Dispute Resolution by the Parties**

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent

jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

### **7.3 Right of Enforcement**

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

### **7.4 Attorneys' Fees and Costs**

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

## **SECTION 8.0 GENERAL PROVISIONS**

### **8.1 Franchise as Contract, No Third Party Beneficiaries**

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

### **8.2 Force Majeure**

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure), including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, pandemic, epidemic, or cyberattack, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence, Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

### **8.3 Prior Franchises Superseded**

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by prior Franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

#### **8.4 Severability**

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the City and Avista.

#### **8.5 Changes or Amendments**

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

#### **8.6 Supremacy and Governing Law**

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control. In the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

#### **8.7 Headings**

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

#### **8.8 Acceptance of Franchise**

Avista shall, within thirty (30) calendar days after final passage of this Agreement, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

#### **8.9 Abandonment or Suspension of Franchise Rights and Obligations**

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

#### **8.10 Venue**

This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the

subject matter of this Agreement, venue shall be in the federal or state courts in Jackson County, Oregon.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date last written below.

**CITY OF ASHLAND:**

Dated: \_\_\_\_\_

City Manager or Mayor City of Ashland, Oregon

**AVISTA CORPORATION:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_ Name: Heather Rosentrater Title: President and CEO  
Avista Corporation dba Avista Utilities

Approved as to form

\_\_\_\_\_

Johan Pietila  
Ashland City Attorney



# Council Business Meeting

Date: April 7, 2026

<b>Agenda Item</b>	Citizens' Budget Committee Appointment
<b>Department</b>	Finance
<b>From</b>	Bryn Morrison, Deputy Finance Director

## TIME ESTIMATE

15

## CATEGORY

Action Needed - Motion to approve an action

## SUMMARY

This agenda item is to appoint a Citizen Member to the Budget Committee.

## POLICIES, PLANS & GOALS SUPPORTED

Administrative/Governance Goal:

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

## BACKGROUND AND ADDITIONAL INFORMATION

The Citizens’ Budget Committee acts as a fiscal advisory group to the City Council while the budget is being developed. Its three primary functions are:

1. Receive the proposed budget and budget message
2. Hold one or more public hearings following the presentation of the proposed budget; provide community members with the opportunity to comment on the budget
3. Recommend the budget for adoption to the City Council

**Notice:** Notice was made to the public of the vacancy through the City newsletter, website, and social media. Eight applications were received.

**Selection Process:** The applications were provided to Council prior to the meeting for review. Voting cards will be provided at the meeting and the City Manager will read aloud each one to comply with OAR 199-050-0055 (4) - *If written ballots are used, the written ballot shall identify the individual governing body member by name and each governing body member’s vote shall be announced during the meeting at which the vote occurred.*

The top vote earner will be appointed to the committee to fulfill the term ending December 31, 2028.

## FISCAL IMPACTS

N/A

## SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to appoint [name of elector] to the Citizen’s Budget Committee with the term ending December 31, 2028

## REFERENCES & ATTACHMENTS

1. Avis\_ Appointment Application for Citizens' Budget Committee\_Redacted
2. Britten\_ Appointment Application for Citizens' Budget Committee\_Redacted
3. Cohen\_ Appointment Application for Citizens' Budget Committee\_Redacted
4. Drake\_ Appointment Application for Citizens' Budget or Municipal Audit Committee\_Redacted





## Council Business Meeting

5. Larsen\_ Appointment Application for Citizens' Budget Committee\_Redacted
6. Verner\_ Appointment Application for Citizens' Budget Committee\_Redacted
7. Werthaiser\_ Appointment Application for Citizens' Budget or Municipal Audit Committee\_Redacted



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee  
**Date:** Saturday, December 20, 2025 5:15:59 PM

---

[EXTERNAL SENDER]

## Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

**Thank you for your interest in serving on a Committee.**

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Clarice Jean Avis
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Service Center Assistant
Educational Background	I am a junior at Southern Oregon University pursuing a Bachelor of Science in Business Administration with a concentration in Accounting, a minor in Economics, and a certificate in Applied Finance and Economics (CAFE).
Related Experience	I currently serve as Treasurer for the International Student Association at Southern Oregon University (SOU), where I manage budgets, track expenditures, and support financial planning to ensure responsible use of funds in accordance with SOU's policies. I also work as a Service Center Assistant at the university, assisting the university's Accounts Payable

department, processing invoices, and handling budget-related documentation. In addition, I served as a citizen member of the City of Ashland's Municipal Audit Committee this year in which I reviewed financial documents prior to the meeting and have gained practical experience understanding how the City manages and reviews its finances.

---

**Interests**

After living in Ashland for years, I have come to appreciate the community and cherish the town as a beautiful place that has treated me very well during my time as a student - I am always trying to find ways in giving back to my campus and the Ashland community by contributing in a way that aligns with my academic background and growing interest in public finance.

After serving as a citizen member on the Municipal Audit Committee, I found the experience both valuable and motivating. It gave me a practical introduction to how the City's finances are reviewed and discussed, and I would like to continue building on that experience through service on the Citizens' Budget Committee. In addition to my academic studies and my role as Treasurer for the International Student Association, serving on the Budget Committee would allow me to better understand how municipal budgeting works in practice, gain more consistent hands-on experience, and continue learning from other members in the committee while contributing as an engaged community member.

---

**Availability**

I am available to attend regularly scheduled meetings and special meetings as needed. I prefer late afternoon and evening meetings.

---

**Additional Information**

I have lived in Ashland for three years. In addition to the experience described above, I am comfortable working with detailed financial documents, budgets, and spreadsheets, and I value preparation, follow-through, and clear communication when serving in committee roles.

---

**Signature**

Clarice Jean Avis

---

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee  
**Date:** Monday, January 26, 2026 7:26:38 PM

---

[EXTERNAL SENDER]

## Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

**Thank you for your interest in serving on a Committee.**

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

---

Name	Craig Britten
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Retired
Educational Background	BS University of Connecticut, Urban Economics, undergraduate work, Business Administration, Texas A&M University, Certificate program, Lean Six Sigma, Villanova University.
Related Experience	Budget Commissioner, Municipality of Anchorage, Alaska - 8 years. Senior Management Team, Horizon Lines, Alaska Service (\$2 hundred million annual annual revenues), owner, management consulting business (6 years), consultant, business planning, change management, systems implementation, process improvement.

---

Interests	I live here. I believe that it is my responsibility to contribute to my community if I have useful skills. Although I haven't lived here very long (April 2025), I think Ashland is a wonderful, unique, involved city, and I want give something to help make Ashland better. I feel a wonderful connection to this extraordinary community.
Availability	I am retired, so I have a flexible calendar. I am a member of the several committees of my local community, Mountain Meadows. Other than those commitments, my calendar is fairly open. I prefer daytime meetings.
Additional Information	I cannot think of any additional information that would be helpful.
Signature	Craig Eric Britten

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee  
**Date:** Monday, November 17, 2025 9:07:02 PM

---

[EXTERNAL SENDER]

## Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

**Thank you for your interest in serving on a Committee.**

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Carol Cohen
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	retired
Educational Background	BA Economics, University of California, Berkeley Master of Public Policy, University of California, Berkeley
Related Experience	I have 40+ years of experience in the government and non-profit sectors, much of it involving program budgeting and finance. This experience includes: <ul style="list-style-type: none"><li>- consultant on local government (CA) finance issues</li><li>- budget analyst with the Congressional Budget Office</li><li>- intergovernmental fiscal relations analyst at General Accounting Office and Advisory Commission on intergovernmental Relations</li><li>- research and technical assistance on the financing of education</li></ul>

and human services programs  
- Monitor for federal grant programs. This included detailed review of program implementation, budgets, and audits.

---

<b>Interests</b>	I want to engage with the governance of my new community using my expertise in public budgeting and finance.
<b>Availability</b>	Yes, I'm available to attend regularly scheduled and special meetings. I prefer evening meetings.
<b>Additional Information</b>	I moved to Ashland in June 2025.
<b>Signature</b>	Carol Cohen

---

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee  
**Date:** Friday, February 13, 2026 11:28:45 AM

---

[EXTERNAL SENDER]

## Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

**Thank you for your interest in serving on a Committee.**

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Haley Drake
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Operational Finance Manager
Educational Background	Managerial Finance and Real Estate Finance degrees
Related Experience	7 years in finance
Interests	I would like to get more involved in the local politics and I feel like my education and experience would bring value to this committee
Availability	Yes, I am flexible.

Additional Information      Since Nov 2025

---

Signature                      Haley Drake

---

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee  
**Date:** Thursday, October 30, 2025 5:32:39 PM

---

[EXTERNAL SENDER]

## Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

**Thank you for your interest in serving on a Committee.**

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Lawrence Larsen
Preferred Pronouns	He/him
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Sales
Educational Background	Harvard College, Biological Sciences, with Honors Pepperdine School of Law, JD
Related Experience	I have to manage and review business plans for the companies I sell into and have a deep understanding of investment. Will work to better understand local budget nuances, but feel I am a fast learner and love analyzing numbers.
Interests	Support for my community and make sure that Ashland is financially solvent for generations to come

Availability I am available - prefer evenings but can make days work too depending on the day as I work remotely.

---

Additional Information Almost 7 years.

---

Signature Lawrence Larsen

---

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee  
**Date:** Saturday, November 29, 2025 6:42:55 PM

---

[EXTERNAL SENDER]

## Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

**Thank you for your interest in serving on a Committee.**

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Lisa Verner
Preferred Pronouns	<i>Field not completed.</i>
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	retired urban planner
Educational Background	University of Redlands, Bachelor degree (Government/Political Science, Journalism) California State University, San Jose, Master of Urban Planning Massachusetts Institute of Technology, Master of Science in Real Estate Development University of Washington, Certificate in Non-Profit Management University of Washington, Certificate in Non-Profit Fundraising American Institute of Certified Planners (AICP) College of Fellows, Member
Related Experience	I have run spreadsheets for cities and developers; I have worked

on development project budgets; I have served on 4 HOA Boards of Directors; I understand city and organizational budgets.

---

**Interests**

I would like to continue to make a contribution to the City and my community.

---

**Availability**

I am retired and have the flexibility to be available both during the day and the evening.

---

**Additional Information**

I moved to Ashland in November, 2020. Currently, I enjoy serving on the Planning Commission and on the Ad Hoc Committee on Early Learning and Childcare.

---

**Signature**

Lisa S. Verner

---

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ashland City Recorder](#); [Ashland City Recorder](#); [Dorinda Cottle](#); [Dorinda Cottle](#)  
**Subject:** Online Form Submittal: Appointment Application for Citizens' Budget or Municipal Audit Committee  
**Date:** Tuesday, March 17, 2026 9:07:04 AM

---

[EXTERNAL SENDER]

## Appointment Application for Citizens' Budget or Municipal Audit Committee

Appointment Process

**Thank you for your interest in serving on a Committee.**

Your application will be reviewed by City staff. If you are recommended for appointment, your nomination will be presented to the City Council for consideration and approval.

Preference is given to persons with accounting or auditing experience, background or expertise. Additionally, it would be beneficial to have some experience in public sector and/or fund accounting.

Name	Noah Werthaiser
Preferred Pronouns	He/Him
Committee You Wish to Serve On	Citizens' Budget Committee
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
Occupation	Project Manager - ACCESS
Educational Background	No formal institutional education that relates to this Committee, but certificates in Project Management from University of Oregon.
Related Experience	I currently serve as the Support Services Project Manager at ACCESS, our region's community action agency, where I work to support vulnerable populations in achieving stability and self-sufficiency. I also chair the Performance and Evaluation Workgroup for the Jackson County Continuum of Care, where I lead efforts to improve the effectiveness and accountability of housing programs across the region.

In my role, I helped design, implement, and maintain a new chart of accounts and accounting system for the organization. I regularly train staff on its use, adapt it to evolving needs, and generate and interpret financial reports to support decision-making. Additionally, I develop and manage budgets and spending projections for numerous grants, and I have led or participated in multiple subrecipient audits and monitoring processes.

Together, this experience has given me a strong foundation in budgeting, financial oversight, and program evaluation, which I would bring to the Citizen Budget Committee.

---

**Interests**

I care deeply about the city I live in and want to be more actively involved and informed in how it operates and plans for the future. Serving on the Citizen Budget Committee offers a meaningful opportunity to contribute to transparent, independent review of the City's financial decisions.

Given my professional background in budgeting, financial systems, and program evaluation, I believe I can bring a thoughtful and informed perspective to committee discussions. I am also eager to continue learning so I can better serve as a knowledgeable and effective voice for my community through this role.

---

**Availability**

Evenings are best, early mornings work well, and I am available for most special meetings.

---

**Additional Information**

I have lived in Ashland for nearly my entire life and have a deep connection to this community. I care strongly about making it a place where everyone can thrive, especially those who may not share the same advantages I have had.

I am committed to both preserving what makes Ashland special and supporting thoughtful changes that better align with our shared values. In addition to my professional experience in budgeting, financial oversight, and program evaluation, my long-term residency gives me a strong understanding of the community's needs, priorities, and character.

---

**Signature**

Noah Werthaiser

---

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



# Council Business Meeting

Date: April 7, 2026

<b>Agenda Item</b>	Requested Information on City Hall Repairs
<b>Department</b>	City Manager's Office
<b>From</b>	Jordan Rooklyn

## TIME ESTIMATE

5 minutes

## CATEGORY

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

## SUMMARY

Follow-up on the information requested at the March 27, 2026, Special Meeting

## POLICIES, PLANS & GOALS SUPPORTED

## BACKGROUND AND ADDITIONAL INFORMATION

On March 27, 20206, the City Council held a Special Meeting focused on the recommended City Hall repairs, and the use of the Community Center as temporary office space for the staff displaced from City Hall. At that Special Meeting, several information requests were made by Councilors regarding the City Hall repairs. This agenda item provides the follow-up information.

**The Engineer's Assessment says there is structural risk in high wind events. How do they determine that?** Due to the age of the building, construction type, and observed structural deficiencies, the structure does not meet current construction or building codes. Since it does not meet code, the engineering firm (ZCS) cannot confirm that it will remain structurally sound during a high-wind event. They recommend that the City perform follow-up inspections post wind, seismic, and snow events to ensure further structural issues have not occurred.

**Which of the repairs can we do in house?** Of the recommended immediate repairs, staff anticipate being able to do the principal electrical work, hot water heater replacement, and pest control in house. The City is currently waiting on asbestos testing before our City electrician does a deeper inspection of the knob and tube wiring and unboxed splices to better understand if we will need to contract out any of the electric work.

**For the repairs we can't do in house, what is the process and estimated timeline if we decide to make the repairs?** For the recommended repairs that we cannot do in house, staff would follow the steps and rough timeline outlined below.

- Receive Council direction on which repairs they would like to move forward with (timing variable)
- Identify the funding source for the repairs and go through a budget supplemental process or the regular biennial budgeting process to allocate the funds (timing variable)
- Develop bid documents for the repairs (2-3 weeks)
- Post the bids and have an onsite meeting for potential bidders (3-4 weeks)
- Select bidder, finalize contracts, and issue notice to proceed (3-4 weeks)
- Contractor performs repairs (1-2 months)

Note, staff's recommendation is to wait on any major repairs to the building until the City has clarity around its future use and Council's desired timeline. The City is currently considering a Facilities Master Plan, Strategic Plan, and City Hall Title litigation, which may help inform the future use of City Hall.





# Council Business Meeting

## **FISCAL IMPACTS**

TBD

## **SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS**

None

## **REFERENCES & ATTACHMENTS**

1. City Hall Repair Estimates Table
2. Ashland City Hall - Engineers Assessment Report



# City Hall Repair Recommendations and Costing Estimates\*

As of March 25, 2026

	Original Construction Estimate**	Construction Estimate in 2026 dollars***	Source of Recommendation/Estimate
<b>Immediate Concerns</b>			
Rafter Repair (Safety)	\$ 6,000	\$ 6,000	Staff Estimate
Roofing (Life Cycle)	\$ 260,000	\$ 260,000	Commercial Inspection (2026)
Water Heater (Life Cycle)	\$ 4,680	\$ 4,973	McKinstry (2024)
Electrical (Safety)	\$ 37,000	\$ 37,000	Commercial Inspection (2026)
HVAC (Life Cycle)	\$ 191,625	\$ 203,640	McKinstry (2024)
Pest Control	\$ 5,000	\$ 5,000	Commercial Inspection (2026)
<b>Immediate Total</b>	<b>\$ 504,305</b>	<b>\$ 516,613</b>	
<b>Primary Concerns</b>			
Seismic Structural Updates	\$ 1,363,757	\$ 2,472,355	Miller 2015 Estimate
Elevator Phone	\$ 6,000	\$ 6,000	Commercial Inspection (2026)
Exit Signage	\$ 4,000	\$ 4,000	Commercial Inspection (2026)
Fire Sprinkler System	\$ 14,235	\$ 15,128	McKinstry (2024)
<b>Life Safety Total</b>	<b>\$ 1,387,992</b>	<b>\$ 2,497,483</b>	
<b>Secondary Concerns</b>			
Masonry Repairs	\$ 20,000	\$ 20,000	Commercial Inspection (2026)
Windows (Life Cycle)	\$ 110,730	\$ 117,673	McKinstry (2024)
Backup Generator	\$ 31,275	\$ 33,236	McKinstry (2024)
Lighting (LED Conversion)	\$ 20,835	\$ 22,141	McKinstry (2024)
Doors (Life Cycle)	\$ 49,770	\$ 52,891	McKinstry (2024)
Drainage	\$ 12,000	\$ 12,000	Commercial Inspection (2026)
Interior Finishes (water damage)	\$ 20,000	\$ 20,000	Commercial Inspection (2026)
Electrical (arc flash and upgrades)	\$ 80,000	\$ 80,000	Commercial Inspection (2026)
Exterior Envelope	\$ 40,000	\$ 40,000	Commercial Inspection (2026)
<b>Secondary Total</b>	<b>\$ 384,610</b>	<b>\$ 397,941</b>	
<b>City Hall Totals</b>	<b>\$ 2,276,907</b>	<b>\$ 3,412,037</b>	

\*These recommendations do not take into consideration ADA accommodation improvements or asbestos planning and mitigation.

\*\*Does not include any additional engineering or permitting required for improvements

\*\*\*Calculated by applying the Construction Cost Index (CCI) Seattle to original estimates

March 02, 2026

Attn: Scott Fleury  
City of Ashland | Public Works Director  
51 Winburn Way  
Ashland, OR 97520

Reference: Ashland City Hall

Subject: Structure Assessment

**Objective:**

ZCS is providing the City of Ashland (City) with a structural assessment of the Ashland City Hall Building (City Hall) roof framing in relation to recently discovered damage. City Hall is located at 20 E Main Street, Ashland, OR. This observation report is intended to summarize current conditions of readily accessible and observable roof framing elements of City Hall.

It is our understanding Ashland Fire & Rescue Fire Marshal Mark Shay deemed the building unsafe for occupancy due to findings from a recent property inspection performed by Oregon Commercial Property Inspections noting signs of water intrusion and a ‘split roof rafter’ at the roof. Stephen Chase and Joey Gipner of ZCS were on site Wednesday February 18, 2026, to observe accessible roof framing elements.

**Observations:**

The original City Hall building is a 2-story unreinforced masonry (URM) structure with wood framed roof and second floor. An addition to the north consists of URM with a cast-in-place concrete northern exterior wall with wood framed roof and second floor. A second distinct addition is located along the east and consists of cast-in-place concrete exterior walls with wood framed roof and second floor.

Attic spaces of City Hall were accessed from two locations at the second floor. Signs of previous water intrusion were observed within the attic space of the original building; no active water intrusion was observed. Two openings in the east exterior URM wall between the original building and addition were observed, these openings allowed visual observation of the east addition roof framing but not access to that attic. A damaged roof rafter was observed within the east addition roof framing through one of the openings in the shared east URM wall. Roof joists immediately to each side on the damaged rafter were observed to be intact. At the time of inspection, no additional damaged roof rafters were observed in readily accessible and observable areas of the attic spaces.

**Conclusion and Recommendations:**

The observed damaged roof joist located within the eastern addition roof framing requires repair, we recommend the City enlist licensed professionals to develop repair documents to address the damaged roof rafter. Once the damaged rafter has been repaired the building may be occupied. The remaining observable roof framing was found to be in generally good condition for a structure of this age. It should be noted the existing framing is likely deficient for current snow loads. It is our recommendation that the structure is not occupied during a snow event and a re-inspection be performed after a snow event has occurred. Snow events are defined as the potential for snow accumulation.



Where observable the existing URM and cast-in-place concrete walls supporting roof framing were found to be in generally good condition during the time of observations. Several seismic deficiencies were observed during our site visit which is not uncommon for a building of this age and construction type. It is our opinion that the existing lateral force resisting system is not adequate for current code wind and seismic events. It is our recommendation that the building is not occupied when a wind advisory is in the forecast. In addition, we recommend a re-inspection be performed after a wind advisory or seismic event to evaluate for potential damage.

It should be noted that no formal structural analysis of City Hall has been performed. The structure was found to be in generally good condition and in our opinion not at risk of imminent collapse based on our observations during the time of inspection. Therefore, it is our opinion that once the damaged roof rafter is repaired the building may be occupied, except when snow accumulation or wind advisory are forecasted. In the event of snow accumulation or a wind advisory occurs a re-inspection should be performed to re-evaluate the structure.

Thank you,

Matthew R. Smith, PE, SE  
Principal



EXPIRES: 06-30-26



## LIMITATIONS & EXCLUSIONS

This inspection was performed for the purpose of providing information regarding major and obvious structural deficiencies specifically identified by the Client as referenced in the above scope and excludes the following:

- General exterior: including exterior envelopes (paint, siding and weather proofing, etc.), drainage systems, grading, roofing, gutters, downspouts, retaining structures, and chimneys
- General interior: including insulation, ventilation, windows, ceilings, wall coverings, and floor coverings
- All mechanical systems: including plumbing, fixtures and piping, hot water heater, heating, ventilation, and air-conditioning
- All electrical systems: including all panels, low voltage, and high voltage circuitry and fixtures
- Pests and other wood destroying organisms
- Wells, fire sprinkler and detection systems

Maintenance and other items not specifically identified in the scope of our assignment may have been discussed, but they are not part of this inspection and report.

The inspection is not a code compliance inspection or certification based on past or present municipal codes of any kind.

This report is for the sole, confidential and exclusive use of the Client.

This inspection took place within the readily accessible areas of the building and is limited to visual observations of evident conditions existing at the time of the inspection only. No structural analysis was performed to substantiate the structure's performance during prescribed code loading events.

Concealed and latent defects and deficiencies are excluded from this inspection.

Systems were not dismantled to provide inspection access.

Destructive investigation and testing was not performed.

This inspection and report does not address and is not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, asbestos, lead paint, mold, urea formaldehyde, flammable or toxic chemicals, and water and airborne hazards.

It is understood that ZCS Engineering, Inc. is not an insurer and that this inspection and report are not intended or to be construed as an express or implied guarantee or warranty of adequacy, performance, or condition of the structure at the inspected property address. No guarantee or warranty of the structure's performance outside the loading observed at the time of inspection can be made.

The Client hereby releases and exempts ZCS Engineering, Inc. and its agents and employees of and from all claims of responsibility and liability for the cost of repairing or replacing any unreported deficiency or defect and for any consequential harm, property damage, personal injury of any nature, and/or legal fees.

In the event that ZCS Engineering Inc. and/or its agents or employees are found liable due to breach of contract, negligence, breach of warranty, negligent, or misrepresentation, then the liability of ZCS Engineering, Inc. and its agents and/or employees shall be limited to the amount of the fee paid by the Client for the inspection and report.



# Council Business Meeting

Date: April 7, 2026

<b>Agenda Item</b>	End-of-Action Report on the Winter Shelter and Severe Weather Shelter
<b>Department</b>	City Manager's Office
<b>From</b>	Jordan Rooklyn

## TIME ESTIMATE

20 minutes

## CATEGORY

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

## SUMMARY

End-of-action report on the nightly shelter and severe weather shelter that was provided by OHRA at 2200 Ashland St from December through March.

## POLICIES, PLANS & GOALS SUPPORTED

[Resolution 2022-23: Policies and Conditions under which Ashland will Activate Severe Weather Emergency Shelter Facilitation](#)

## BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland contracted with OHRA to provide an Ashland Winter Shelter and Severe Weather Shelter at 2200 Ashland St from December 5th through April 1st. The goal of the Winter Shelter was to shelter as many Dusk-to-Dawn Lawn campers as possible during the winter. The goal of the Severe Weather Shelter was to provide protection from the elements on cold nights.

### **Winter Shelter**

The Winter Shelter provided 32 beds for nightly guests: 24 beds in a co-ed room and 8 beds reserved for women in an adjacent room. Guests were required to register with OHRA to reserve a bed. Dusk-to-Dawn Lawn campers and Ashland residents were given priority registration.

- Total shelter nights: 117
- Total guests: 56
- Connected to services: 49
- Exit Outcomes:
  - OHRA 6-month shelter (25)
  - Permanent Housing (3)
  - Temporary Housing (1)
  - Psychiatric Care (1)
  - Left without notice (11)
  - Involuntarily exited for behavior issues (8)
  - Back to unhoused status (7)

### **Severe Weather Shelter**

The Severe Weather Shelter (SWS) was called when nighttime lows were predicted to reach 32 degrees or below. When the SWS was called, an additional 10 beds were set up at 2200 Ashland St and 11 additional beds were hosted at OHRA's site to prevent overcrowding.

- Total SWS nights: 31
- Total guests: 127





# Council Business Meeting

- Total bed stays: 442
- Connected to services: 64

## **Upcoming Shelter Needs**

Resolution 2022-23 calls for the facilitation of a Severe Weather Shelter when temperatures are 32 degrees or below, 95 degrees or above, or an AQI of 150 or above. With the declared drought and expected high temperatures this summer, City staff are anticipating a higher-than-typical incidence of weather and a longer-than-typical time frame that will require a Severe Weather Shelter. Staff are preparing a request-for-proposal for shelter providers to stand up a severe weather shelter at 2200 Ashland St this summer, fall and winter. There are currently very limited funds budgeted for a severe weather shelter. If bids come back higher than funds budgeted, staff will return to City Council for direction on if more funding should be allocated.

## **FISCAL IMPACTS**

The contract with OHRA for the provision of a winter shelter and severe weather shelter was for \$30,000. This cost, however, was significantly lower than the actual cost to OHRA for providing the shelters. OHRA offset costs to the City through the use of a state grant for \$100,000. This grant is not anticipated in future years.

## **SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS**

None needed

## **REFERENCES & ATTACHMENTS**

None





# Council Business Meeting

Date: April 7, 2026

<b>Agenda Item</b>	Garfield Park Concerns
<b>Department</b>	Mayor and Council
<b>From</b>	Jordan Rooklyn

### TIME ESTIMATE

45 minutes

### CATEGORY

Staff Direction - provide direction to staff on the body's desired next steps.

### SUMMARY

Council discussion on potential policy approaches to address Garfield Park concerns

### POLICIES, PLANS & GOALS SUPPORTED

Quality of life that underpins the City's economic vibrancy; Belonging through mutual respect and openness, inclusion, and equity; Regional cooperation, including in support for public safety and homelessness

### BACKGROUND AND ADDITIONAL INFORMATION

#### **Increase in Concerns at Garfield Park**

Over the past two weeks, there has been a significant increase in the number of complaints associated with Garfield Park. The complaints are focused on Dusk-to-Dawn Lawn guests who use Garfield Park during the day. The complaints are related to:

- Violence, screaming of obscenities, and threats or perceived threats
- Drug activity
- Dog barking / nuisance noise
- Gazebo occupancy that is limiting use for other park users
- Smoking and littering

#### **Short-Term Actions to Address Concerns**

City staff and our partners are deploying the following tactics over the next few months, while the City works to identify longer-term solutions to the issues raised.

- The Police Department is conducting focused enforcement at Garfield Park, meaning officers are spending more time directly observing behaviors at Garfield Park and enforcing when necessary.
- In that focused enforcement, the Police Department is using unmarked vehicles since behaviors may be different from when marked vehicles are present.
- In the coming weeks/months, the Police Department will be starting an e-Bike team that will focus on patrolling our parks, bike path, and other pedestrian areas.
- OHRA is reaching out to the individuals who most often use Garfield Park after staying on the night lawn to see if they can provide support, storage, or other services to help address some of the concerns coming from the neighborhood.

#### **Long-Term Policy Approach**

The issues currently occurring at Garfield Park are likely to continue over the long-run due to the proximity of the Dusk-to-Dawn Lawn, the continued shortage of housing and mental health services statewide, and a lack of spaces for individuals experiencing homelessness to go during the day. Within that context, there are some local





# Council Business Meeting

policy tools that may address the ongoing issues at Garfield Park. Listed below are policy ideas provided by community members on how to improve the safety or sense of safety at Garfield Park.

- Dusk-to-Dawn Lawn location
- Investment into increased homeless services (daytime storage, day center, etc.)
- Use restrictions in the parks (time limits, rentable space, etc.)
- Expanded no smoking zones around parks
- More restrictive Disturbing the Peace or Disorderly Conduct Codes

## Council Discussion

- Would the Council like to consider any policy changes specific to alleviating concerns at Garfield Park? If so, which?
- Councilor Bloom has proposed a council-led approach specific to assessing the City's camping-space framework and location. His proposal is attached to this staff report.

## FISCAL IMPACTS

None

## SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Staff direction on which policy options, if any, the Council would like to consider for alleviating Garfield Park concerns.

## REFERENCES & ATTACHMENTS

1. Proposed Approach to Camping Framework and Location by Councilor Bloom



## **Proposed Five-Meeting Study Session Series**

**Submitted by: Councilor Dylan Bloom**

### **Meeting 1**

#### **Purpose, Policy Role, and Model Options**

**Target date:** May 18, 2026

#### **Purpose**

The goal of the first meeting would be to establish the policy foundation for the conversation. Before discussing site options, council should decide what problem the city is actually trying to solve and what role a camping space is meant to play in Ashland's broader homelessness response.

#### **Key questions for council**

- What is the intended purpose of the camping space?
- Is it primarily for legal compliance, emergency overnight refuge, stabilization, transition to shelter or housing, neighborhood management, or some combination?
- Is the current dusk-to-dawn lawn model sufficient, or does council want to consider a more structured model?
- What general types of models should Ashland evaluate further?

#### **My contribution**

I would prepare and circulate a discussion memo that:

- outlines why I believe the current model is increasingly untenable
- explains why policy design should come before site selection
- summarizes broad model options used in other communities
- frames the threshold policy questions for council

#### **Advocate input placeholder**

At this meeting, I would also provide a summary of advocate perspectives on purpose, goals, and preferred model types.

**Placeholder: advocate input to be added once gathered.**

### **Staff participation requested**

- **City Manager** — to speak to organizational capacity, city priorities, and how this discussion fits within broader council work.
- **City Attorney** — to answer threshold legal questions and identify any legal guardrails at the outset.
- **Dan Cano, Executive Director of OHRA** — to provide operational perspective on homelessness response and the realities of the current service environment.
- **Police Chief or Deputy Operations Chief** — to answer questions about current enforcement realities, public safety issues, and operational concerns tied to the existing model.

### **What would be needed from staff**

- Basic factual confirmation of the current operating model
- Clarification of any legal or practical guardrails council should understand at the outset
- Minimal support in scheduling and agenda placement

### **Desired outcome**

Council identifies the core purpose of the camping space and narrows the general model or models that should be explored further.

## **Meeting 2**

### **Rules, Operations, Facilities, and Overflow**

**Target date:** June 1, 2026

### **Purpose**

Once council has discussed the policy purpose and general model, the next step is to determine how such a space would actually function. This meeting would move from conceptual discussion into operating expectations.

### **Key questions for council**

- What rules should apply to the site?
- What hours of operation should be considered?

- What standards should govern behavior, possessions, sanitation, pets, smoking, prohibited conduct, and reentry after exclusion?
- What facilities are necessary for any acceptable model?
- Should overflow capacity exist, and if so, under what circumstances?
- What level of management, supervision, or operator involvement is required?

### **My contribution**

I would prepare a second discussion memo that:

- outlines possible operating frameworks
- compares low-, medium-, and higher-management models
- discusses facility needs and core infrastructure expectations
- lays out options for overflow and contingencies
- identifies the practical differences between a minimally managed camping area and a more structured managed site

### **Advocate input placeholder**

At this meeting, I would also provide a summary of advocate perspectives on rules, accessibility, barriers to entry, safety expectations, and necessary facilities or services.

**Placeholder: advocate input to be added once gathered.**

### **Staff participation requested**

- **City Manager** — to help council understand administrative feasibility and policy alignment.
- **City Attorney** — to answer questions about rule structures, exclusion processes, and legal defensibility.
- **Dan Cano, Executive Director of OHRA** — to provide practical input on what rules and site conditions are realistic from a provider and user perspective.
- **Police Chief or Deputy Operations Chief** — to answer questions regarding enforcement, rule violations, exclusions, and safety concerns.
- **Public Works** — to answer questions about sanitation, waste, water, lighting, maintenance, and other basic infrastructure issues.

### **What would be needed from staff**

- Factual or practical feedback on feasibility of basic operating concepts
- Clarification on any obvious administrative, sanitation, enforcement, or implementation constraints
- No large standalone report assumed

### **Desired outcome**

Council narrows what it considers to be an acceptable operating framework, including rules, facilities, level of management, and overflow approach.

### **Meeting 3**

#### **Location Criteria, Neighborhood Engagement, and Transition Framework**

**Target date:** June 15, 2026

#### **Purpose**

This meeting would not be about choosing a specific site. It would instead establish the standards by which any potential site should later be evaluated. In my view, that discussion has to come before a candidate-location conversation.

#### **Key questions for council**

- What characteristics should any acceptable location have?
- How should proximity to services, transit, infrastructure, sensitive uses, and existing shelter resources be weighed?
- Should one site or multiple smaller sites be preferred?
- What neighborhood engagement process should apply before any future siting decision?
- How should transition from the current model be handled if council chooses to move in a different direction?
- What performance measures should be used to assess whether a future site is working?

#### **My contribution**

I would prepare a third discussion memo that:

- proposes siting criteria
- outlines possible neighborhood engagement principles
- discusses transition approaches from the current model
- recommends potential performance measures and accountability expectations

### **Advocate input placeholder**

At this meeting, I would also provide a summary of advocate perspectives on equitable siting, neighborhood concerns, service access, and transition from the current model.

**Placeholder: advocate input to be added once gathered.**

### **Staff participation requested**

- **City Manager** — to help frame implementation realities and coordination across departments.
- **Deputy City Manager** — to answer operational and interdepartmental coordination questions as the discussion becomes more implementation-focused.
- **City Attorney** — to advise on legal issues related to siting, transition, and procedural fairness.
- **Dan Cano, Executive Director of OHRA** — to provide service-provider perspective on access, transition, and what siting criteria support actual use and success.
- **Police Chief or Deputy Operations Chief** — to answer public safety and enforcement questions tied to siting and transition.
- **Public Works** — to address questions about physical infrastructure, serviceability, and site-readiness considerations.
- **Community Development** — to answer questions about land-use context, proximity to sensitive uses, and any planning or development constraints.

### **What would be needed from staff**

- Limited practical feedback on implementation constraints tied to siting or transition
- Clarification of any major considerations council should be aware of before moving into specific location options

### **Desired outcome**

Council establishes the criteria that should govern future site review, the expectations for neighborhood engagement, and the broad framework for transition.

## **Meeting 4**

### **Candidate Locations and Site Comparison**

**Target date:** August 3, 2026 preferred; July 20 or August 17 as alternates depending on schedule availability. July 20 currently shows a tentative Strategic Plan draft review, while August 3 and August 17 appear open.

### **Purpose**

This would be the first meeting focused on actual site options. By this point, council would already have discussed policy purpose, operations, and siting criteria. That would allow the location discussion to be grounded in a framework rather than treated as a free-floating political debate.

### **Key questions for council**

- What candidate locations should be considered?
- Which locations appear clearly unsuitable based on the criteria already discussed?
- Which locations warrant further review?
- Is there interest in a single preferred site, multiple smaller sites, a phased approach, or a temporary and long-term pairing?
- Are there sites council would want ruled out?

### **My contribution**

I would prepare a fourth discussion memo that:

- identifies candidate sites or site categories for discussion
- compares them against the location criteria discussed in Meeting 3
- outlines tradeoffs for each option
- identifies likely transition implications for each candidate location

### **Advocate input placeholder**

At this meeting, I would also provide a summary of advocate perspectives on candidate sites, site suitability, access concerns, and concerns or support related to specific locations.

**Placeholder: advocate input to be added once gathered.**

### **Staff participation requested**

- **City Manager** — to help frame how any future site decision would fit with city capacity and broader policy direction.
- **Deputy City Manager** — to answer implementation and coordination questions as council reviews specific options.
- **City Attorney** — to address legal questions related to site control, authority, and implementation.
- **Dan Cano, Executive Director of OHRA** — to provide provider perspective on site suitability, accessibility, and practical functionality.
- **Police Chief or Deputy Operations Chief** — to answer questions about public safety implications, operational concerns, and enforcement realities tied to candidate locations.
- **Public Works** — to answer questions about infrastructure availability, maintenance needs, utilities, and physical limitations.
- **Community Development** — to address land-use, adjacency, and site-compatibility questions.
- **APRC Commission Chair** — to provide input if park property, park-adjacent land, or park system impacts are part of the discussion.

### **What would be needed from staff**

- Factual clarification regarding city control, infrastructure limitations, or other known constraints associated with potential sites
- Minimal implementation feedback where needed
- No expectation of a staff-led siting report unless council later directs one

### **Desired outcome**

Council narrows or identifies the site options it wants to consider further and provides clear feedback on which options appear most viable.

## **Meeting 5**

### **Final Recommendations and Potential Staff Direction**

**Target date:** August 17, 2026 preferred; later date if needed for spacing and synthesis. August 17 currently appears open on the study session schedule.

### **Purpose**

This final meeting would bring the prior discussions together into one consolidated framework. The purpose would be to determine whether council wishes to direct any formal next steps and, if so, what those should be.

### **Key questions for council**

- Based on the prior study sessions, what model appears most appropriate for Ashland?
- What operating framework should accompany it?
- What site or site options remain under consideration?
- Does council want to pursue a pilot, a formal policy framework, an ordinance, a resolution, additional analysis, or no action at this time?
- What specific direction, if any, should be given to staff?

### **My contribution**

I would prepare a final consolidated memo that:

- summarizes the prior four meetings
- identifies where council appears aligned and where questions remain
- proposes a recommended framework
- outlines possible next-step options for council consideration

### **Advocate input placeholder**

At this meeting, I would also provide a summary of advocate perspectives on the overall package, final concerns, and recommended next steps.

**Placeholder: advocate input to be added once gathered.**

### **Staff participation requested**

- **City Manager** — to discuss organizational readiness and the implications of any direction council may give.
- **Deputy City Manager** — to answer implementation and coordination questions tied to next steps.
- **City Attorney** — to advise on the legal path forward for any formal direction, ordinance, or resolution.
- **Dan Cano, Executive Director of OHRA** — to provide final provider perspective on the practicality of the full framework under discussion.
- **Police Chief or Deputy Operations Chief** — to answer final questions related to safety, enforcement, and operational sustainability.
- **Public Works** — to speak to infrastructure, maintenance, and implementation implications.
- **Community Development** — to address any siting, planning, or development-related follow-up questions.
- **APRC Commission Chair** — to provide input if the preferred framework affects park property, adjacent uses, or APRC interests.
- **Finance Director** — to answer questions regarding cost, fiscal implications, potential pilot expenses, or ongoing funding needs.

### **What would be needed from staff**

This is the point at which staff involvement may become more substantive, depending on council direction. Possible staff asks at that stage could include:

- legal or operational review of a preferred path
- preparation of implementation options
- drafting of ordinance or resolution language if directed
- preparation of a more formal site-analysis process if directed
- return with cost or administrative implications of a preferred framework

### **Desired outcome**

Council concludes the study-session process with a clear understanding of whether it wants to direct formal next steps and what those next steps should be.

## **Summary of Staff Needs Across the Process**

Because I expect to do most of the preparatory work on this item, I do not envision a staff-heavy process on the front end. What I would need from staff is more limited and targeted.

### **Early-stage staff support**

- Agenda scheduling and coordination
- Factual verification of current operating conditions
- Clarification of legal, operational, or administrative guardrails
- Limited feasibility feedback where council discussion would benefit from it

### **Later-stage staff support, only if council chooses to proceed**

- Review of a preferred policy direction
- Assistance with formal implementation options
- Drafting support for ordinance, resolution, or process documents
- Site-specific administrative or operational analysis if directed

From my perspective, this issue is too important and too complex to approach in a compressed or reactive manner. A staged study-session process would allow council to work through the issue in the proper sequence:

1. Define the purpose
2. Define how the model would function
3. Define what standards should govern siting
4. Review actual location options
5. Consider final recommendations and any formal direction

That approach gives council a better chance of having a constructive discussion and reduces the risk of debating locations before we have defined what we are actually trying to create.



# City Manager's Report

April Report—4.7.2026

The bimonthly Ashland **City e-Newsletter** brings it all straight to your inbox. Sign-up today at [ashlandoregon.gov/CityeNews](http://ashlandoregon.gov/CityeNews).

## **CITY MANAGER'S OFFICE:**

- **Update to walk-in hours to the City of Ashland's downtown locations:**

- *Community Development* (Planning, Building & Engineering) - 51 Winburn Way, Monday through Thursday, from 9 a.m. to 1 p.m.
- *City Administration* (Temporarily at the Community Center) - 59 Winburn Way, Monday through Thursday, from 1 to 4 p.m.

Please stop by to see the newly renovated Community Center. A plan will be in place by May 5 to place staff in a more permanent location and reopen the Community Center to the public.

- **Ashland's Better Together Spring Campaigns... *Wildlife, Water & Wildfire*** – Details will be available in mid to late April at [ashlandoregon.gov](http://ashlandoregon.gov):
  - **Be Better Prepared this spring and summer!** The City of Ashland's Emergency Management, Fire & Rescue and Public Works departments are joining forces to bring you vital information on emergency preparedness, reducing wildfire risk and conserving water during the dry season. Together, we can look out for one another and build a more resilient community. Stay tuned for resources, tips and upcoming events. ***We are Better Together when We are Better Prepared!***
  - **Save Our Wildlife!** The City of Ashland and ODFW (Oregon Department of Fish and Wildlife) are launching a public awareness campaign focused on local wildlife – especially deer and bear. Learn the dos and don'ts of living alongside wildlife. Never feed wildlife or leave attractants on your property. If wildlife approaches, use deterrents like honking your horn or running sprinklers to encourage them to stay wild. Observe wildlife from a safe distance – and let's keep it that way. ***We are Better Apart!***
- **You are Invited to an Open House at 2200 Ashland Street on April 8, from 5 to 7 p.m.** The 2200 Ashland Street Facility Plan Ad Hoc Committee is seeking feedback on their recommendations for how the 2200 Ashland Street property should be used long-term. Details at [ashlandoregon.gov/adhoc2200](http://ashlandoregon.gov/adhoc2200).
- On May 5, 2026, **City Council and the Parks & Recreation Commission will have a joint meeting to discuss how to design and take care of city medians moving forward.** The goals are to reduce staff time, maintenance costs and water use in medians. [Share your ideas](#) before this joint meeting by visiting [ashlandoregon.gov](http://ashlandoregon.gov) and see the news post, *Herbicide and Pesticide Use in Ashland*.
- **City Councilor Office Hours have been moved to The Grove**, 1195 East Main Street. **City Manager Office hours are by appointment only.** Learn more at [ashlandoregon.gov/Council](http://ashlandoregon.gov/Council).
- 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, including online application, at [ashlandoregon.gov/CouncilCommissionsCommittees](http://ashlandoregon.gov/CouncilCommissionsCommittees).
- Check out the **City of Ashland's Accomplishments Videos**, [youtube.com/cityofashlandor](https://youtube.com/cityofashlandor).





# City Manager's Report

- Progress is being made on the **City of Ashland Strategic Plan**. The City is currently conducting community and staff engagement. Updates and upcoming Council presentations will be posted at [ashlandoregon.gov/StrategicPlan](http://ashlandoregon.gov/StrategicPlan). **Forward Together. Vision with Action.**



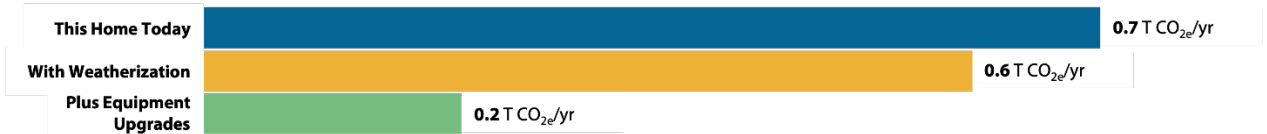
- Updates regarding major projects for the City are posted each month at [ashlandoregon.gov/MajorProjects](http://ashlandoregon.gov/MajorProjects). Projects currently featured are **Butler-Perozzi Fountain, North Mountain Avenue Overlay** and more.

## **ELECTRIC:**

- Free [Home Energy Scores](#) are now available through May 2026 to Ashland Electric customers. This program can help residents understand energy use, lower utility bills, improve comfort and cut emissions. *(The chart below shows carbon emission reductions when implementing the suggested Home Energy Score improvements.)*

### **Estimated Home Energy Use Carbon Emissions<sup>4</sup>**

Carbon emissions are calculated in Metric tons of CO<sub>2e</sub> per year. According to the U.S. Environmental Protection Agency (U.S. EPA), the average U.S. home emits **7.5 MT CO<sub>2e</sub>/year** due to energy use.



## **COMMUNITY DEVELOPMENT:**

- The City of Ashland now has an Ashland Playwrights Walk Story Map** – an interactive, self-guided tour created by the City's GIS Division. Many thanks to the volunteers on the City's Public Art Advisory Committee who helped bring this project to life. The Story Map will guide you through Ashland's rich history of theater, art, and literature as you explore bronze plaques installed throughout the city. Among the playwrights featured is civil rights activist Lorraine Hansberry, best known for her play, *A Raisin in the Sun*. This April, during Fair Housing Month, her work takes center stage in a special presentation by the Fair Housing Council of Oregon and the Oregon Shakespeare Festival – an event the City of Ashland is proud to sponsor. View the Story Map at [gis.ashland.or.us/playwrightswalk](http://gis.ashland.or.us/playwrightswalk).



## April 10, 2026

**1:00 – 1:30 PM:** The Fair Housing Council of Oregon shares fair housing information with attendees before Oregon Shakespeare Festival's production of *A Raisin in the Sun*.

**1:30 – 3:30 PM:** Oregon Shakespeare Festival presents *A Raisin in the Sun*. (Purchase tickets at [osfashland.org/raisininthesun](http://osfashland.org/raisininthesun)).

**4:00 PM:** The Fair Housing Council of Oregon leads a Post Show Talkback following *A Raisin in the Sun*. This session is an opportunity for attendees to engage with experts on fair housing and delve into the history of the Fair Housing Act. This event is included with the price of admission to the play. (More information at [osfashland.org/talkbacks](http://osfashland.org/talkbacks)).

**4:30 – 5:30 PM:** After the Post Show Talkback, the Fair Housing Council of Oregon shares more information about fair housing.

## April 11, 2026

**1:00 – 3:00 PM:** The Fair Housing history presentation takes place on the Oregon Shakespeare Festival Campus. Admission is free; registration is required and capped at 75-80 attendees (due to room capacity). This comprehensive training is designed to educate participants on how Oregon's history of displacement, segregation, and harassment continues to influence housing inequity today. It highlights the resilience and agency of historically displaced groups, incorporating specific historical context and stories from Jackson County and other parts of Southern Oregon. Snacks and beverages are provided.



Scan the QR code to register

## April 20, 2026 - May 1, 2026

"Anywhere but Here: The History of Housing Discrimination in Oregon" exhibit is available for viewing on the Oregon Shakespeare Festival campus. This portable, museum-quality display consists of seven large panels featuring photographs, text, and quotes. It chronicles Oregon's largely unknown history of discrimination, segregation, and displacement, showcasing both the progress made in overcoming this history and the challenges that persist. The exhibit also explores current policies and practices that address inequity in communities today.

## **FINANCE:**

- **Apply for a 30% discount** on electric, water and sewer bills for income-qualified households: [ashlandoregon.gov/Utilities30](http://ashlandoregon.gov/Utilities30).

## **FIRE & RESCUE:**

- **The outdoor burning season is open.** Burn Permits are required on the day of burning and a new permit is needed for each day. The new online form auto-generates permits. More at [ashlandoregon.gov/OutdoorBurning](http://ashlandoregon.gov/OutdoorBurning).
- **Spring into Safety Day!** The Ashland public safety day is April 18 at the Ashland Family YMCA.



**ASHLAND PUBLIC SAFETY FAIR**

# SPRING INTO SAFETY

Free event!

the  **APRIL 18, 2026**  
**AT ASHLAND FAMILY YMCA**  
**10 AM - 2 PM**

 Meet your local police officers, firefighters, and EMS providers!

Tour our response vehicles and learn about the equipment we use!

Participate in hands-on activities and learn new skills to help yourself and others!



All ages encouraged!

540 YMCA Way, Ashland

  
Better Together

# City Manager's Report

- **Be fire ready by cleaning in and around your home!** Mark your calendar for **Ashland Spring Clean on April 19**, and **Green Debris Day on May 3**.

## 14th Annual Wildfire Preparedness Green Debris Drop-off



## Ashland Spring Clean



Both events are for City of Ashland residents only (IDs will be checked)  
**No contractors, landscape services or 'for hire' hauling services**



**Be Firewise and remove flammable green debris from around your home, then bring it to Recology for composting!**

**Sunday, May 3, 10am-3pm**  
**Valley View Transfer Station**  
*(3000 N Valley View Rd, Ashland)*

### Accepted Materials:

- Leaves,
- Small Branches
- Brush,
- Pine Needles
- Other Compostable Yard Debris

### Prohibited Materials:

Trash, hazardous waste, stumps, logs, plywood, treated lumber



**Clear out clutter from around your home with this disposal, recycling and donation event!**

**Sunday, April 19, 10am-3pm**  
**Valley View Transfer Station**  
*(3000 N Valley View Rd, Ashland)*

### Material Limit Per Customer:

- Household trash: 10 yards, Tires: 10
- Motor Oil: 5 individual gallons,
- Mattresses: 5,
- Appliances: 5 A/C, 2 Fridges

### Accepted Recycling:

- Yard Waste, Mixed Recycle, Scrap Metal,
- Fluorescent Bulbs, E-Waste

### Gently Used Donatable Goods:

*Goodwill, Recycle Center, 220 Water St, Ashland*

### Prohibited Materials:

Hazardous waste (including paint, solvents, combustibles, pesticides, etc.), no liquids or Asbestos



**Note: 10 YARDS MAX TRASH  
PER CUSTOMER /DAY**



- **Sparking Action!** A free community wildfire education day at ScienceWorks on May 2.



# Sparking Action!

## Free Community Wildfire Education Day

### SATURDAY MAY 2

**Free Admission**

Hosted By  
**ScienceWorks**  
 HANDS-ON MUSEUM

Rotating presentations, activities, & workshops from **10 AM to 6 PM**  
 view full schedule online



**Learn together. Prepare with confidence.**  
**Community care through science and connection!**

- Live fire science demonstrations in the Dome
- Meet Smokey Bear & tour the fire truck with Ashland Fire & Rescue
- Learn about Indigenous Traditional Ecological Knowledge with Lomakatsi
- Build your own DIY air filter for smoke season
- Start your go-kit and learn practical preparedness skills
- Meet teen students presenting their art showcase, "For Love of Nature"
- Enjoy a performance by Ballet Folklórico Ritmo Alegre
- Join us for a screening of *Embers of Awakening: From Firestorms to Climate Healing* with special guests

[www.ScienceWorksMuseum.org/Sparking-Action](http://www.ScienceWorksMuseum.org/Sparking-Action)



**Presented by Southern Oregon Forest Restoration Collaborative & Partners**

## **ASHLAND PARKS & RECREATION (APRD):**

- Explore the latest Parks & Recreation *PlayGuide*, subscribe and read the latest e-Newsletter at [ashlandoregon.gov/Parks](http://ashlandoregon.gov/Parks).
- APRD staff is collaborating with *Commute Options*, a non-profit in Bend, Oregon that is writing a grant for **Safe Routes to Schools** that will include the *PedalPower* program. If this grant is successful, it will include money for a position to coordinate the *PedalPower* program with the Ashland School District. Funds raised during the annual **Rogue Valley Bike Swap** purchased the *PedalPower* trailer and the fleet of bikes used for *PedalPower's* bicycle safety education program.
- The **Ashland Rotary Ice Rink** permit for the canopy has been approved. Supportive cabling will be installed this spring, with an anticipated one-to-two-week closure to install the cabling.
- The Ashland Parks Foundation is close to breaking ground on the **Butler-Perozzi Fountain** project. A notice to proceed was issued on Friday, March 20 with plans to break ground in the coming weeks.
- The **Rogue Valley Bike Swap is April 18**, from 12 to 2:30 p.m. Buy, sell or donate a bike, parts or accessories at this festive and long-running annual event. Find a great deal, register your bike with the Ashland Police Department, and learn about bike events and advocacy efforts in our community. To learn more visit [RVTD.org/bikeswap](http://RVTD.org/bikeswap).



## Ashland Kid's Weekend!

A full weekend of creativity, culture, and connection for kids and families.

### Ashland Kid's Music JAMboree!

An inclusive, community-centered, hands-on music experience

**SATURDAY MAY 2** 10:00 AM - 2:00 PM

- Interactive Story Time with Music
- Demonstration Music Lessons
- Sensory-friendly Zen Zone
- Silent Disco
- And so much more!

The Grove | 1195 E. Main St

### Children's Day at the Japanese Garden

A joyful celebration inspired by the Japanese tradition of honoring children and their happiness!

**SUNDAY MAY 3** 10:00 AM - 2:00 PM

- Traditional Japanese Games
- Learn about Japanese Culture
- Hands-On Arts & Crafts
- Explore the Garden

The Japanese Garden in Lithia Park

## **POLICE:**

- **The two separate public safety incidents in March demonstrated the strength of Ashland's regional partnerships.** The March 25 incident was a law enforcement engagement involving Medford Police Department, Jackson County Sherriff Office; Oregon State Police; Talent Police Department; Federal Bureau of Investigation; Alcohol, Tobacco, Firearms and Explosives; the District Attorney's Office; the US Attorney's Office; and Ashland Fire & Rescue. The March 28 incident required both law enforcement and fire response, with Jackson County Sherriff Office, Ashland Fire & Rescue, Talent Police Department, Phoenix Police Department and the District Attorney's Office on the law enforcement side, joined by Jackson County Fire District 5 and Medford Fire for fire suppression. Later that evening, the Deputy Oregon State Fire Marshal responded to assist with the investigation.
- 

## **PUBLIC WORKS:**

- **Schedule your water efficiency test!** To sign up for a water efficiency checkup use the **City's SeeClickFix app**, which is a citizen reporting (request) tool for non-emergency issues. Learn more [ashlandoregon.gov/SeeClickFix](http://ashlandoregon.gov/SeeClickFix).



SeeClickFix is the fastest, easiest way for you to submit non-emergency requests to your community, stay updated, and initiate change in your community.



Powered by **SeeClickFix**

# Ashland City Council Look Ahead 2026

\*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 – TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council action	DEPARTMENT
April 20	<b>Strat plan update (20 min)</b>	Council request for Strategic plan check in's	listening session, informational only	CMP
	<b>Reserve Fund Discussion</b>	Discuss options for building up the reserve fund and at what amount (direction given at retreat).		Finance/CMO
	<b>Building Fund update</b>	Update on city steps to establish a building fund per state requirement; Discussion on building permit fees	Direction on Building Permit Fee approach	Com Dev/Finance
	<b>Update on water status</b>			Public Works
May 4	<b>Discussion on the Council Budget</b>	Per retreat, discussion of items in the council budget to potentially discontinue		
	<b>Budget Committee/Council reconvening</b>	Council request for budget check-in	listening session, informational only	Finance/CMO
	<b>Facilities Masterplan Next Steps</b>	Council provide staff with direction on how to deal with derelict facilities / operational needs	Staff Direction	PW/CMO
May 18	<b>Strat plan update (20 min)</b>	Council request for Strat plan check in's	listening session, informational only	CMP
	<b>Gas Powered Lawn and Garden Equipment</b>	CEPAC recommendation to Council regarding gas powered lawn and garden equipment	Staff Direction	Conservation
	<b>Dusk to Dawn Lawn</b>	Per Council request	Staff Direction	CMO
June 1	<b>Southside Development</b>	DM DuQuenne request for discussion- topic pending	informational	CMO
	<b>Manufactured Home Park Zone Chapter 18 Code Updates</b>	Housing Production Strategy recommended action - zoning amendments	Staff Direction	Com Dev
	<b>Chapter 18 Land Use Ordinance Amendments (tentative)</b>	Land Use Code Amendments and Planning Process changes Per HB 2138 and SB 974 - State requirements	information presented with possible staff direction	Com Dev
June 15	<b>Annual APD Report</b>	Per Council request (formerly Use of force report)	Informational	Police
	<b>Storytown Overview</b>	Per Council request (Kaplan/Graham)	informational	Outside Org
July 6	<b>No Meeting – Summer Break</b>	Per AMC 2.04.020		
July 20	<b>Review of Strategic Plan Draft (tentative)</b>			
August 3				
August 17				

<b>August 31</b>	<b>No Meeting – Summer Break</b>	Per AMC 2.04.020
<b>September 14</b>		
<b>October 5</b>	<b>CBC/Council meeting mid BN Budget review/ forecasting</b>	Council requested in July of 2025
<b>October 19</b>		
<b>November 2</b>		
<b>November 16</b>		
<b>November 30</b>		
<b>December 14</b>	<b>Standing Advisory Committee Annual Updates</b>	

TOPICS TO BE SCHEDULED				
------------------------	--	--	--	--

DATE	BUSINESS MEETING – TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council Action	DEPARTMENT
------	---------------------------------------	------------	--------------------------	------------

<b>April 21</b>	<b>Exec Session: Real estate</b>			
	<b>Public Hearing Community Development Block Grant (CDBG) Award(s)</b>	2026 Annual CDBG award hearing – <a href="https://or-ashland.civicplus.com/DocumentCenter/View/4280/CDBG_2026_RFP">https://or-ashland.civicplus.com/DocumentCenter/View/4280/CDBG_2026_RFP</a>	Make final award selections for 2026 CDBG funds	CD
	<b>Public Hearing Budget Transfer from General Fund Contingency for cost overruns</b>	Community Center and Pioneer Hall (Council directive to improve buildings)		Finance
	<b>Affordable Housing Trust Fund grant awards</b>	Biennium budget allocates up to \$200,000 in AHTF grants to eligible projects	Make final award selection(s) for Affordable Housing Trust Funds	CD
	<b>Social Service Grant awards</b>	Biennium budget allocates up to \$134,000 in Social Service grants to eligible non-profit organizations	Make final award selection(s) for up to Biennium Social Service Grants	CD
	<b>OHRA update</b>	Contract was issued to OHRA for a winter shelter and a follow up was request by Council on 11.18.25		
	<b>Award of Construction Contract–Cured In Place Pipe Liner</b>	Approval of a construction contract for CIPP of wastewater and storm drain collection lines		Public Works

<b>May 5</b>	<b>Executive Session Litigation Update (tentative)</b>			
	<b>Asian American and Pacific Islander Heritage Month Proclamation</b>			
	<b>National Historic Preservation Month Proclamation</b>			
	<b>Wastewater and Storm Drain Cost of Service and Rate Report</b>	Acceptance of Cost of Service and Rate Report		Public Works

<b>TBD</b>	<b>Joint APRC/Council Meeting (Council host)</b>	<b>Council requested joint financial reporting meetings</b>		
	<b>Quarterly Financial Report (Jan – Mar 2026)</b>			

	<p><b>Median Maintenance</b></p> <p><b>Parks Fee Discussion</b></p> <p><b>Food &amp; Beverage Tax Amendment Process</b></p>		<p>CMO/Parks</p> <p>CMO</p>
<b>May 19</b>	<p><b>Building Safety Month Proclamation</b></p> <p><b>Miscellaneous Fees</b></p> <p><b>Public Hearing Imperatrice Property (tentative)</b></p>		<p>Finance</p> <p>Public Works</p>
<b>June 2</b>	<p><b>Flag Week Proclamation</b></p> <p><b>Public Hearing-Levy Property Taxes for FY 27, State Subventions</b></p> <p><b>Public Hearing &amp; First Reading ORD 3296 Ordinance Adopting a New Manufactured Home Park Zone (MHPZ)</b></p> <p><b>Public Hearing &amp; First Reading ORD 3297 Ordinance Adopting a New Zoning Map to reflect the MHPZ</b></p> <p><b>Public Hearing &amp; First Reading ORD 3298 Ordinance Adopting a New Comprehensive Plan Map to reflect the new MHPZ designation</b></p>	<p>Approval of first reading</p> <p>Approval of first reading</p> <p>Approval of first reading</p>	<p>Finance</p> <p>Com Dev</p> <p>Com Dev</p> <p>Com Dev</p>
<b>June 16</b>	<b>Bee City USA Pollinator Week Proclamation</b>		
<b>July 7</b>	<b>No Meeting - Summer Break</b>	Per AMC 2.04.020	
<b>July 21</b>	<b>Public Hearing and First Reading of an Ordinance Amending Chapter 18.2.3.170-180 Manufactured Home Park Development Standards, Ordinance amending the City's Zoning Map and Land Use Ordinance establishing a Manufactured Home Park Zone (MHPZ)</b>	Housing Production Strategy strategic action	CD
<b>August 4</b>	<b>Hiroshima and Nagasaki Day Proclamation</b>		
	<b>Adoption of Strategic Plan (tentative)</b>		CMO
<b>August 12</b>	<b>Joint APRC/Council Meeting (APRC host)</b>	Council requested joint financial reporting meetings	
	<b>Quarterly Financial Report (April - June 2026)</b>		
<b>August 18</b>			
<b>September 1</b>	<b>No Meeting - Summer Break</b>	Per AMC 2.04.020	
<b>September 15</b>			
<b>October 6</b>	<b>Indigenous Peoples' Day Proclamation</b>		
<b>October 20</b>			

**November 3**

**Joint APRC/Council Meeting (Council host)**  
**Quarterly Financial Report (July - Sept 2026)**

Council requested joint financial reporting meetings

**November 17**

**December 1**

**December 15**

**Advisory Committee Reappointments**

**TOPICS TO BE SCHEDULED**