Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA

Tuesday, July 21, 2026
Council Chambers, 1175 E Main Street

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

Public comment is welcome on public forum topics and agenda items.
To **speak electronically** during the meeting or to submit **written comments** in advance, please complete the online Public Comment Form by 10 a.m. the day of the meeting.

I. EXECUTIVE SESSION 3:00 p.m.
To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing pursuant to ORS 192.660 (2)(i).

II. CALL TO ORDER 6:00 pm

a. Land Acknowledgement**

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

VI. APPROVAL OF MINUTES

a. Minutes of the June 16, 2025 – Study Session Meeting
b. Minutes of the June 16, 2026 - Business Meeting

VII. CONSENT AGENDA

a. Resolution 2026-13 - Placing the Fremont Cottonwood at 380 Clay Street on the City of Ashland Heritage Tree List
b. Committee Member Appointment to HHSAC
c. Affordable Childcare Committee Grant Awards

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM

X. PUBLIC HEARING

a. Continued Public Hearing and First Reading of Ordinance 3306 Establishing Notice of Sale, Opportunity to Purchase, and Tenant Protections for Manufactured Home Park Residents.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. APD/ECSO Contract Extention
b. Contract Award for Chemicals Acquisition — Cascade Columbia Distribution Co.
c. Approval of a Resolution Authorizing Refunding of an Interim Loan From the Special Public Works Fund with the Oregon Infrastructure Finance Authority
d. Approval of Resolutions for Wastewater and Storm Drain Rate Increases

e. Second Reading of Ordinances 3296, 3297, and 3298 Manufactured Home Park Zone (MHPZ), Amending Manufactured Housing Development Standards, Adopting Related Comprehensive Plan and Zoning Map Amendments, and adopting Findings and Conclusions of Law.

f. Second Reading of Ordinance 3305, An Ordinance Amending 6.04 Business Licenses Sections 6.04.105 Duplicate License, 6.04.120 Temporary License, and 6.04.130 Delinquent Penalty

XII. UNFINISHED BUSINESS

a. Internal Services Director

b. Development of Concept Plan & Management Plan for the Madrone Ridge Property

c. Proposed Ordinance: Utility bill fees

XIII. NEW BUSINESS

a. Property Surplus – A Portion of the Briscoe School Property

b. Citizen Petition/Ballot Measure Discussion

XIV. CITY MANAGER REPORT

a. City Manager 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 or 541.488.5307 (TTY phone number 1.800.735.2900). Notification at least three business days before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting in compliance with the Americans with Disabilities Act.

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

**** LAND ACKNOWLEDGEMENT**

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

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

ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, June 15, 2026

Mayor Grahan called the meeting to order at 5:04 p.m.

Council Present: Mayor Graham and Councilors Dahle, DuQuenne, Kaplan, and Sherrell.
Absent: Councilors Bloom and Hansen.
Budget Committee Members present: Linda Peterson-Adams, Noah Werthaiser, Shane Hunter, and Jim Fredericks.
Budget Committee Absent: Carol Cohen, Kristen Roy, and Eric Britten.
Staff Present:

Sabrina Cotta	City Manager
Alissa Kolodzinski	City Recorder
Bryn Morrison	Interim Finance Director
Brandon Goldman	Community Development Director
Linda Reid	Housing Program Manager
Derek Severson	Planning Manager

I. Call to Order

Graham acknowledged the passing of the St. Helens city administrator John Walsh and extended condolences to Walsh's family and community.

II. Reports and Presentations

a. *Finance Update - Third Quarter FY 26 Financial Update and Forecast*

Cotta introduced the item, noting that Citizens Budget Committee members had been invited to attend as part of an ongoing effort to structure off-year engagement with the committee.
Morrison presented the Third Quarter FY 26 Financial Update and Forecast (see attached).

Third Quarter Revenues and Expenditures

A 5% increase in citywide revenues was reported, reaching $78.2 million. Key contributors were the public safety fee, wildfire risk reduction fee, parks fee, food and beverage tax (up 6.2%), and transient lodging tax (up 10.1%). Intergovernmental revenue increased due to Public Works TAP system upgrades, fire department reimbursements, and state revenue sharing. Charges for services were down due to a mild winter but may rise with summer electricity and water demand. Interest on investments was at 78.7% of budget, and miscellaneous revenue rose from the sales of clean fuel credits and decommissioned assets. Expenditures were within budget, with personnel services at 70.2% and materials/services at 68.8%. Clarification on "within budget expectations" was provided, explaining that expenditures should remain within 75% at this fiscal point, with some biennial flexibility.

The citywide net position was $84.8 million, compared to $89.8 million last year. The General Fund balance was $16.8 million, down from $20 million previously. The Capital Improvement Fund had a negative balance due to $200,000 expenditures related to the Community Center and Pioneer Hall, set

to be adjusted in the next report. Citywide cash and investments were at $79.2 million, a drop resulting from large capital projects.

Parks and Recreation had slightly higher revenue than the previous year, with expenditures within budget. Personnel services were at 67.4% and materials/services at 64.1% of budget. The Parks Capital Improvement Fund balance was approximately $3.5 million, with large projects pending.

As of March 31, 451 customers received utility assistance, with 28 having reached the $400 cap. The program offers a 30% water, sewer, and electric discount up to $400 annually, budgeted at $283,000 with $96,000 spent by March. Total outstanding utility receivables were approximately $5 million, with $2.6 million considered past due. $1.3 million were customers on active payment plans not subject to disconnection processing, and $1.3 million were subject to delinquent processing. Morrison clarified that a former delinquent pool totaling $2.3 million had been referred to the Department of Revenue and a collection agency, with some returns beginning to come in following tax season.

An updated forecast was presented including increased fuel costs, higher fire department overtime due to dry conditions, and consideration of the potential food and beverage tax sunset as a variable. The forecast indicates the General Fund may fall below the minimum balance policy in fiscal years 2029–2030.

Council discussion noted a better fiscal position than anticipated during budget adoption and that the drawdown of the General Fund is modest and intentional due to the historically high fund balance. Future budget processes to ensure alignment of revenues and expenditures to avoid dipping below minimum reserve thresholds with emphasis placed on policy updates that might address the potential downward trend. The upcoming budget process was identified as the strategic point for such discussions, and consideration was given for a more in-depth upcoming biennium budget process involving both the council and public. To align strategic priorities with the new strategic plan, a council retreat is planned before the budgeting season. Concurrently, several policy-level discussions are being arranged in advance to facilitate a smoother budgeting process and reduce the need for mid-stream adjustments.

It was noted that the city had received the Certificate of Achievement for Excellence in Financial Reporting for the 38th consecutive year as the highest recognition in governmental accounting and financial reporting.

b. Presentation: Storytown by Matt Hoffman

Matt Hoffman provided a presentation along with his colleagues Karolina Lavaningno and Montana Hauser (see attached). Hoffman initiated Story Town to counter declining school enrollment and attract young families. The mission is to transform Ashland into a cultural epicenter through year-round events, creative infrastructure, and economic development.

In the first year, goals included rebranding to "Story Town," launching a calendar app with White Rabbit, and creating unique programming alongside an "eventorship" program to mentor new event producers. The inaugural Ashland Sarcasm Festival in December drew 2,500 attendees to over 20

shows at 12 locations, boosting local business revenue by 47–55%, generating 42+ hotel stays, and employing 17 locals with $44,000 circulating in the local economy. The event attracted visitors from 32 locations outside Ashland. Coverage included features in The Oregonian and by Oregon Public Broadcasting, and recognition from Travel Oregon. Story Town also effectively heightened exposure for partner organizations. Community efforts included a bike valet program with EPIC Ashland, addressing parking issues and promoting biking culture. The Eventorship Program nurtures fledgling event producers, with an example being aid in organizing a Southern Oregon Renaissance Fair. Story Town's three-year plan involves expanding the calendar app, positioning the Sarcasm Festival as a premier event, launching a spring outdoor festival, and hosting a winter music event, all aiming for a self-sustaining yearly event cycle by year four.

Council discussion included praise for Story Town and its initiatives to activate non-traditional and unexpected venues. Story Town's collaborative nature was highlighted, along with its coordination with the Ashland Chamber, Travel Ashland, Travel Southern Oregon, and Travel Oregon through various promotional channels. The organization serves as a platform for Ashland's events and organizations. It was mentioned that Story Town received a mention in an Oregon Shakespeare Festival playbill. There was talk of the synergy with Travel Ashland's Destination Marketing Organization, which suggests potential further coordination. The concept of anchor events versus ongoing year-round programming was identified, with a note on budget constraints as the key limiting factor for expansion rather than infrastructure issues. There was curiosity about the broader application of the Story Town brand and potential for expansion across the Southern Oregon valley, framed as a collaborative opportunity rather than a competitive one. Additionally, the importance of a centralized, accessible event calendar was underscored, with praise for the newly added web-based calendar offering an accessible alternative for visitors not wanting to download a mobile app.

c. Manufactured Home Park Zoning amendments and code updates

Goldman reviewed the history and recommendations of the Planning Commission along with staff recommendations. He was joined by staff members Severson and Reid. Scott Fregonese and Journie Gering of 3J Consulting joined via zoom and provided a presentation (see attached).

Goldman summarized the extensive public process leading to this point, including an advisory committee, stakeholder interviews, public outreach, multiple Planning Commission study sessions, Housing and Human Services Advisory Committee review, prior Council study sessions, and a unique joint study session among the Planning Commission, Housing Committee, and Council. The DLCD-funded project was nearing completion, with Planning Commission review concluded at its June 9th hearing.

- Ordinance 3296 establishes a new Manufactured Home Park (MHP) zone and comprehensively updates the city's manufactured housing regulations, addressing both state-mandated requirements and city-initiated actions for preservation, reinvestment, and modernization of manufactured home parks.
- Ordinance 3297 applies the new MHP zone to two parks within the Ashland city limits: Wingspread and Tolman Creek.
- Ordinance 3298 establishes a corresponding Manufactured Home Park comprehensive plan designation, applied to the two city-limit parks and two parks within the Urban Growth

Boundary—Siskiyou Village and Nauvoo Park—which would receive the MHP zoning designation upon annexation.
- Ordinance 3306 creates a new Chapter 10.116 establishing notice of sale requirements, opportunity-to-purchase provisions, relocation planning requirements, and anti-harassment provisions as tenant protections. Unlike the other three ordinances, this is a municipal action, not a land use ordinance.

Goldman noted that the materials provided for the study session were from before the Planning Commission's June 9th hearing. The packet for the first reading on the following evening includes Planning Commission suggestions such as defining "manufactured home park," "manufactured dwelling park," and "manufactured housing development" as synonymous. It also involves removing Upper Pines Mobile Home Park and 278 Idaho Street from the proposed MHP zone and comprehensive plan designations, along with excluding Jackson Wellsprings from the comprehensive plan designation as it doesn't meet traditional manufactured home park criteria. These updates are included in the ordinance package for the first reading.

Freganesi walked through major code amendments, organized by section. The ordinance increases density limits from 13.5 to 18 units per acre, allowing units under 500 sq ft to contribute less toward density, adding flexibility for prefabricated units. Setbacks and coverage comply with fire and building codes, including porch and deck allowances. Landscaping must cover 35% of the lot, and open space standards were updated. A nonconformity clause enables phased compliance, so that improvements to one portion of a park do not trigger a requirement to bring the entire park into full compliance at once. Annexation standards remove affordability requirements for parks, allowing 18 units/acre to ease annexation. Childcare and treatment facilities comply with state laws (HB 3560, HB 2005). The ordinance permits RVs in parks, acknowledging their current presence and the trend of full-time residency. The code aims to support evolving and affordable housing.

Goldman reported that the Planning Commission was generally supportive of Ordinance 3306 but recommended that further legal review be conducted by the city attorney's office prior to adoption. A motion to remand the ordinance back to the Planning Commission pending that review was not seconded and did not carry; the Commission ultimately forwarded the ordinance to Council with its comments. Staff recommended that Council proceed with first readings of Ordinances 3296, 3297, and 3298 at the following evening's public hearing, and continue consideration of Ordinance 3306 to a date certain of July 21st, pending city attorney review.

Council Discussion
Concerns were expressed regarding the 180-day opportunity-to-purchase window. Nonprofit organizations and past research indicate that 90 to 120 days is generally more appropriate, as 180 days could result in negative consequences for tenants. Initially, the consultant team recommended 120 days, consistent with peer city research such as the City of Bellingham's experience. It was suggested to explore tolling mechanisms for delays outside residents' control. The discussion also covered whether the land use ordinances could be adopted separately from Ordinance 3306. It was clarified that establishing the Manufactured Home Park (MHP) zone effectively prevents conversion to other uses and that Ordinance 3306 offers added protection against rent escalations post-sale to

third parties. Even though state law caps rent increases at 6 percent, some park owners seemed resistant to the proposed zone changes, unlike in Portland where many opted in voluntarily. Efforts to engage local park owners had limited success. The zone change, while more stringent than incentivizing, offers benefits like increased density and a nonconformity relief pathway. The rationale behind the zone change is to protect residents' investments from displacement due to redevelopment, drawing lessons from past regional incidents of park conversions in the mid-2000s. Furthermore, post-disaster conversion risks, such as those following the Almeda fire, were highlighted, with zone designations offering additional security. Concerns were also raised about Section 10.116.05 of Ordinance 3306, specifically regarding ambiguous language around relocation plans. It was suggested that clarity could be improved by changing "may" to "shall," mandating specific actions. The discussion included reviewing affordable housing requirements for parks annexing into the city, acknowledging that while manufactured home parks currently provide lower-cost housing, this may change over time. The goal is to encourage annexation by minimizing obstacles, even if permanent affordability cannot be assured.

Goldman clarified that the consultant contract was largely fulfilled: staff would work with the city attorney's office to address the recommended revisions to Ordinance 3306 prior to the scheduled first reading on July 21, 2026.

III. Adjournment

The meeting was adjourned at 7:26 pm.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

DRAFT

Finance Update
Third Quarter FY26

June 15, 2026

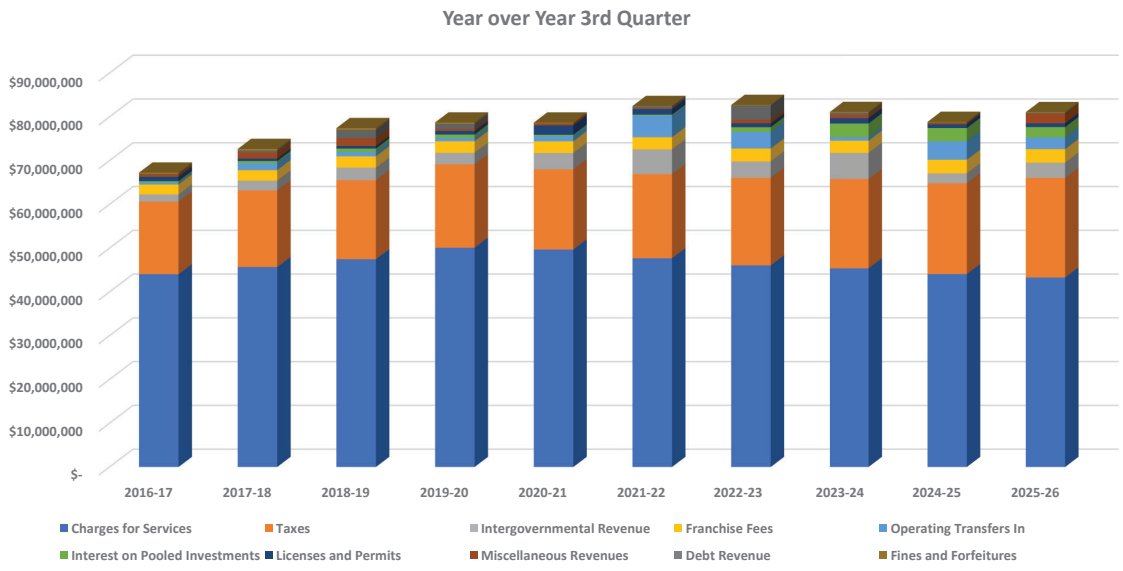
Finance

Third Quarter FY26 Financials:

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

Finance

Revenues



Finance

Revenues

- City-Wide $78.2M or 5% increase from prior year
- Taxes
  - *Increase due to Public Safety Fee and Wildfire Reduction Fee increase and creation of Parks Fee*
  - *Food and Beverage Tax- 6.2% increase from prior year*
  - *Transient Lodging Tax-10.1% increase from prior year*
- Licenses and Permits, System Development Charges
  - *Higher than prior year for this time period*

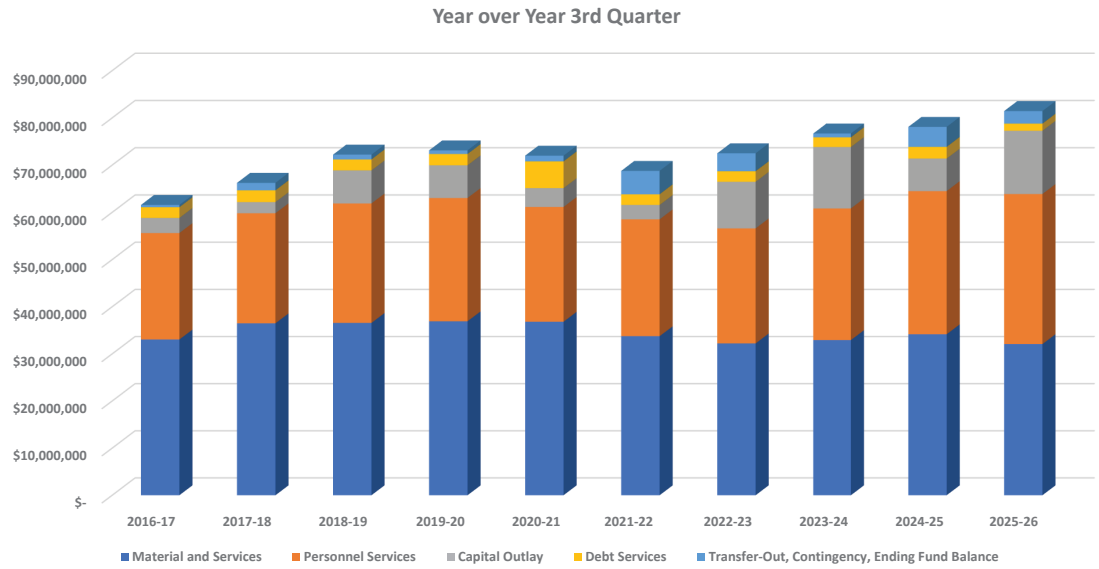
Finance

Revenues

- Intergovernmental Revenue
  - *Grant Revenue-Public Works TAP system upgrades, conflagration reimbursement for Fire, State Revenue Sharing increased slightly*
- Charges for Services
  - *Lower than previous year for same time period due to mild winter*
- Fines and Forfeiture
  - *Higher than the previous year due to increased Parking Fine Revenue*
- Interest on Investments
  - *Decreased- 78.7% compared to prior year*
- Miscellaneous Revenues
  - *Increased over prior year-sale of Clean Fuel Credits and Decommissioned Assets in the Equipment Fund*

Finance

Expenditures



Finance

Expenditures

- Third quarter, first year of biennium-75%
  - *Personnel Services 70.2% of budget*
  - *Materials and Services 68.8 % of budget*
  - *Debt Service is trending as expected based on repayment schedules*
  - *Capital Outlay is trending as expected based on timing of projects*
- Within expectations for third quarter

Finance

City's Net Position

- Fund Balance
  - *City Wide = $84.8M vs $89.8M previous year*
  - *General Fund = $16.8M vs $20M previous year*
  - *Street Fund = $3.2M vs $3.9M previous year*
  - *Water Fund = $16M vs $19.3M previous year*
  - *Telecommunications Fund = $2.6 vs $3M previous year*
  - *Capital Improvement Fund- Transfer of $200,000 from the General Fund*
- Cash & Investments
  - *City Wide = $79.2M vs $83.6M previous year*

Finance

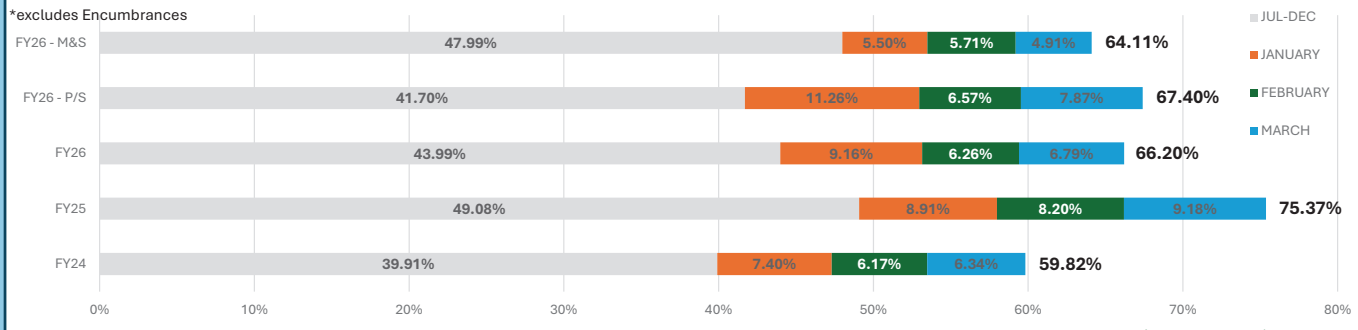
Ashland Parks and Recreation

- Revenue
  - *Slightly higher than previous year*
- Expenditures
  - *Within budget expectations*
    - *General Fund Personnel Services 67.4%*
    - *General Fund Materials and Services 64.1%*
    - *Parks Capital Improvement Fund balance $3,478,241*

PARKS SUMMARY

GENERAL FUND: ORIGINAL APPROPRIATION BUDGET EXECUTION*

*excludes Encumbrances

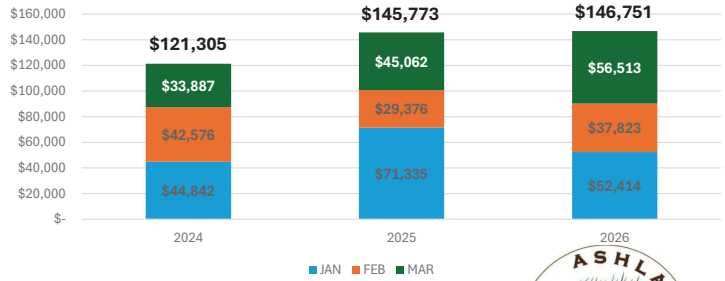


Q3 FY26 BALANCE: **$2,619,634** of $7,750,540

PARKS CIP*

*excludes Encumbrances

PRIOR BALANCE: $3,250,234
JANUARY: + $25,362
FEBRUARY: + $147,713
MARCH: + $54,932
Q3 BALANCE: $3,478,241



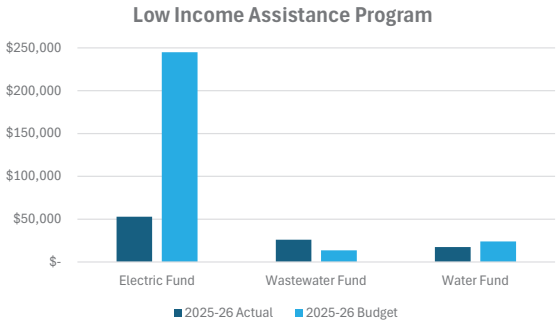
GENERAL FUND REVENUE*

*excludes Park Maintenance Agreements / Parks Grants

Finance

Update on Low Income Assistance Program

- 451 Qualified Customers
- 28 have reached $400 threshold



As of March 31, 2026

	2025-26 Actual	2025-26 Budget
Electric Fund	$ 52,955	$ 245,000
Wastewater Fund	25,996	13,660
Water Fund	17,331	24,000
	$ 96,282	$ 282,660

Finance

Update on Utility Receivable

- $2.6M of $5M total is past due
- $1.3M on payment plan, $1.3M not and subject to delinquent processing

Utility Billing Receivable

Fund:	As of March 31, 2026	Total Delinquent
General	$ 707,619	$ 386,927
Street	234,285	128,360
Wildfire Risk Reduction	74,457	24,260
Water	727,550	356,324
Wastewater	684,375	302,743
Stormwater	85,088	34,478
Electric	2,133,194	1,195,409
Telecommunications	391,373	202,489
	$ 5,037,942	$ 2,630,991

Amount on payment plans:	$ 1,271,006
Amount without payment plans:	$ 1,359,985

Finance

Update on Utility Receivable

- Total Aging By Fund:

	1 to 30	31 to 60	61 to 90	91 to 120	Over 120	Total	Total Delinquent
General	$ 320,693	$ 60,298	$ 43,140	$ 28,468	$ 255,021	$ 707,619	$ 386,927
Street	105,925	17,247	11,452	8,708	90,953	234,285	128,360
Wildfire Risk Reduction	50,197	7,253	4,363	3,044	9,600	74,457	24,260
Water	371,226	51,564	32,891	21,871	249,998	727,550	356,324
Wastewater	381,632	53,746	30,290	20,832	197,875	684,375	302,743
Stormwater	50,610	5,967	3,520	2,439	22,551	85,088	34,478
Electric	937,785	172,401	124,150	79,421	819,438	2,133,194	1,195,409
Telecommunications	188,884	22,659	25,096	8,936	145,798	391,373	202,489
	$ 2,406,951	$ 391,136	$ 274,901	$ 173,719	$ 1,791,234	$ 5,037,942	$ 2,630,991

Finance

General Fund Forecasting Update

- Process for forecasting
  - Gather and analyze historical averages
  - Develop set of assumptions
  - Continue to evaluate Revenue and Expenditure streams
  - Update forecast periodically

Finance

General Fund Forecasting Update

- Additional Adjustments to the forecast from February 11, 2026:
  - Increased Fuel Costs
  - Increased Fire Department Overtime
  - Incorporated sunset of Food and Beverage tax in worst case scenario

Finance

General Fund Forecasting Update

- Potential Impacts:
  - Ambulance Study and Regional Fire Study underway
  - Unfunded Capital needs
  - Impact of the future of SOU
  - Impact of the closure of most of Ashland Community Hospital

Finance

SOU and Asante potential impacts

Southern Oregon University	Yearly
Food and Beverage Tax at SOU	$ 40,000
Utilities SOU pays	2,040,000
Utilities for SOU Family Housing	225,000
	$ 2,305,000

Asante Ashland Community Hospital	$ 835,000

Asante Ashland Community Hospital	Yearly
Electric Fund	$802,795
General Fund	$8,364
Stormwater Fund	$1,029
Street Fund	$2,332
Wastewater Fund	$6,191
Water Fund	$10,490
Wildfire Risk Reduction Fund	$1,010

SOU Utility Accounts	Yearly
Electric Fund	$1,671,310
General Fund	$5,175
Stormwater Fund	$28,176
Street Fund	$96,019
Wastewater Fund	$64,128
Water Fund	$163,725
Wildfire Risk Reduction Fund	$11,279

SOU Family Housing Accounts	Yearly
Electric Fund	$110,547
General Fund	$39,167
Stormwater Fund	$1,216
Street Fund	$13,541
Telecommunication Fund	$823
Wastewater Fund	$15,927
Water Fund	$38,566
Wildfire Risk Reduction Fund	$2,819

Finance

General Fund Forecasting Update

Best Case Scenario

	2024-25 Actual	2025-26 Forecast	Change	2026-27 Forecast	Change	2027-28 Forecast	Change	2028-29 Forecast	Change	2029-30 Forecast	Change	2030-31 Forecast	Change
Revenues	**$42,905,006**	**$42,767,275**	**0%**	**$43,246,251**	**1%**	**$44,125,130**	**2%**	**$45,393,291**	**3%**	**$46,671,490**	**3%**	**$47,931,876**	**3%**
Taxes	20,183,671	22,371,155	10%	23,027,439	3%	23,704,694	3%	24,403,594	3%	25,124,836	3%	25,834,708	3%
Franchise Fees	4,240,385	4,410,000	4%	4,910,000	10%	5,106,400	4%	5,310,656	4%	5,523,083	4%	5,744,006	4%
Charges for Services	11,121,520	11,344,268	2%	11,699,840	3%	12,218,069	4%	12,605,428	3%	13,006,648	3%	13,422,249	3%
Intergovernmental Revenue	584,078	595,760	2%	607,675	2%	619,828	2%	632,225	2%	644,869	2%	657,767	2%
Grants	620,352	250,000	-148%	250,000	0%	250,000	0%	250,000	0%	250,000	0%	250,000	0%
Licenses and Permits	1,101,054	1,125,277	2%	1,150,033	2%	664,334	-73%	678,949	2%	693,886	2%	709,152	2%
Fines and Forfeitures	182,961	186,620	2%	190,353	2%	194,160	2%	198,043	2%	202,004	2%	206,044	2%
Operating Transfers In	3,850,774	1,532,545	-151%	497,545	-208%	497,545	0%	497,545	0%	497,545	0%	497,545	0%
Interest on Pooled Investments	850,261	780,000	-9%	740,000	-5%	695,000	-6%	640,000	-9%	550,000	-16%	430,000	-28%
Miscellaneous Revenues	169,950	171,650	1%	173,366	1%	175,100	1%	176,851	1%	178,619	1%	180,405	1%
Expenses	**$44,590,710**	**$44,096,359**	**-1%**	**$45,352,510**	**3%**	**$45,261,047**	**0%**	**$46,863,569**	**3%**	**$48,678,141**	**4%**	**$50,547,925**	**4%**
Personal Services	28,941,626	29,652,411	2%	31,020,774	4%	31,523,572	2%	32,869,005	4%	34,282,966	4%	35,769,452	4%
Materials & Services	12,822,638	12,149,305	-6%	12,293,095	1%	12,638,832	3%	13,195,922	4%	13,596,533	3%	13,979,831	3%
Capital Outlay	1,480,203	1,441,142	-3%	885,142	-63%	445,142	-99%	445,142	0%	445,142	0%	445,142	0%
Operating Transfers Out	1,346,243	453,500	-197%	353,500	-28%	653,500	46%	353,500	-85%	353,500	0%	353,500	0%
Contingency Used		400,000	0	800,000	0	0	0	0	0	0	0	0	0
Beginning Fund Balance	***$17,057,723***	***$15,372,019***		***$14,042,935***		***$11,936,676***		***$10,800,759***		***$9,330,480***		***$7,323,830***	
Ending Fund Balance	***$15,372,019***	***$14,042,935***		***$11,936,676***		***$10,800,759***		***$9,330,480***		***$7,323,830***		***$4,707,780***	
Operating Expenditures	$41,764,264	$42,201,717		$44,113,868		$44,162,405		$46,064,927		$47,879,499		$49,749,283	
Fund Balance Policy (16.67%)	$6,962,103	$7,035,026		$7,353,782		$7,361,873		$7,679,023		$7,981,512		$8,293,205	
Excess/(Deficiency)	$8,409,916	$7,007,909		$4,582,894		$3,438,886		$1,651,457		($657,683)		($3,585,425)	
Unassigned	$13,516,988												

Finance

General Fund Forecasting Update

- Year End Estimate Using May 31, 2026
  - Franchise Fee and Electric Users Tax reduced for mild winter
  - Intergovernmental Revenue increased
  - Interest on Investments decreased
  - Administration-Capital increased only this year
  - Fire-Overtime increased
  - Decreased Parks Capital Outlay
  - Use of Contingency

Finance

General Fund Forecasting Update

General Fund Forecast

Scenario based on Actuals as of May 31, 2026

	2024-25 Actual	2025-26 Forecast	Change	2026-27 Forecast	Change	2027-28 Forecast	Change	2028-29 Forecast	Change	2029-30 Forecast	Change	2030-31 Forecast	Change
Revenues	**$42,905,006**	**$42,220,095**	**-2%**	**$42,973,358**	**2%**	**$43,960,700**	**2%**	**$45,353,652**	**3%**	**$46,798,419**	**3%**	**$48,254,213**	**3%**
Taxes	20,183,671	22,012,420	8%	22,747,582	3%	23,492,379	3%	24,265,216	3%	25,067,244	3%	25,856,819	3%
Franchise Fees	4,240,385	4,100,000	-3%	4,600,000	11%	4,784,000	4%	4,975,360	4%	5,174,374	4%	5,381,349	4%
Charges for Services	11,121,520	11,224,402	1%	11,576,378	3%	12,090,903	4%	12,474,447	3%	12,871,738	3%	13,283,292	3%
Intergovernmental Revenue	584,078	718,843	19%	740,408	3%	762,621	3%	785,499	3%	809,064	3%	833,336	3%
Grants	620,352	574,385	-8%	574,385	0%	574,385	0%	574,385	0%	574,385	0%	574,385	0%
Licenses and Permits	1,101,054	1,130,000	3%	1,154,860	2%	669,267	-73%	683,991	2%	699,039	2%	714,417	2%
Fines and Forfeitures	182,961	215,000	15%	221,450	3%	228,094	3%	234,936	3%	241,984	3%	249,244	3%
Operating Transfers In	3,850,774	1,532,545	-151%	632,545	-142%	632,545	0%	632,545	0%	632,545	0%	632,545	0%
Interest on Pooled Investments	850,261	637,500	-33%	650,000	2%	650,000	0%	650,000	0%	650,000	0%	650,000	0%
Miscellaneous Revenues	169,950	75,000	-127%	75,750	1%	76,508	1%	77,273	1%	78,045	1%	78,826	1%
Expenses	**$44,590,710**	**$44,340,178**	**-1%**	**$45,352,510**	**2%**	**$45,261,047**	**0%**	**$46,863,569**	**3%**	**$48,678,141**	**4%**	**$50,547,925**	**4%**
Personal Services	28,941,626	29,735,044	3%	31,020,774	4%	31,523,572	2%	32,869,005	4%	34,282,966	4%	35,769,452	4%
Materials & Services	12,822,638	12,101,634	-6%	12,293,095	2%	12,638,832	3%	13,195,922	4%	13,596,533	3%	13,979,831	3%
Capital Outlay	1,480,203	1,650,000	10%	885,142	-86%	445,142	-99%	445,142	0%	445,142	0%	445,142	0%
Operating Transfers Out	1,346,243	453,500	-197%	353,500	-28%	653,500	46%	353,500	-85%	353,500	0%	353,500	0%
Contingency Used		400,000	0	800,000	0	0	0	0	0	0	0	0	0
Beginning Fund Balance	***$17,057,723***	***$15,372,019***		***$13,251,936***		***$10,872,784***		***$9,572,438***		***$8,062,521***		***$6,182,799***	
Ending Fund Balance	***$15,372,019***	***$13,251,936***		***$10,872,784***		***$9,572,438***		***$8,062,521***		***$6,182,799***		***$3,889,088***	
Operating Expenditures	$41,764,264	$42,236,678		$44,113,868		$44,162,405		$46,064,927		$47,879,499		$49,749,283	
Fund Balance Policy (16.67%)	$6,962,103	$7,040,854		$7,353,782		$7,361,873		$7,679,023		$7,981,512		$8,293,205	
Excess/(Deficiency)	$8,409,916	$6,211,082		$3,519,003		$2,210,565		$383,498		($1,798,713)		($4,404,118)	
Unassigned	$13,516,988												

Finance

Government Finance Officers Association

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Ashland
Oregon

For its Annual Comprehensive Financial Report
For the Fiscal Year Ended

June 30, 2025

QUESTIONS?

STORY*TOWN* Year One:
a new chapter in Ashland's story.

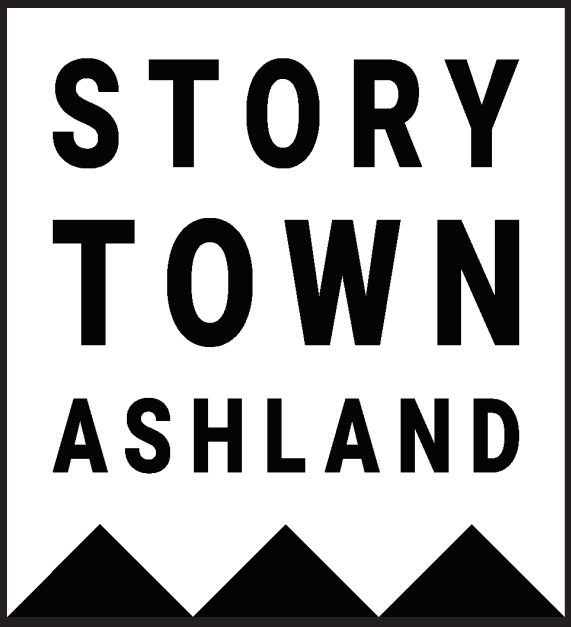
Storytown Mission
Storytown Ashland revitalizes our city through year-round cultural events, creative infrastructure, economic and workforce development—with the goal of making Ashland an ever-flowing and attractive destination for young families and artists, 365 days a year.

Year one goals

- Rebrand Ashland
- Fill the Calendar
- Foster Collaboration
- Solve Problems

Highlight 1 - Branding

We rebranded Ashland as 'Storytown'.



How Storytown rebrand works

Expands the Calendar

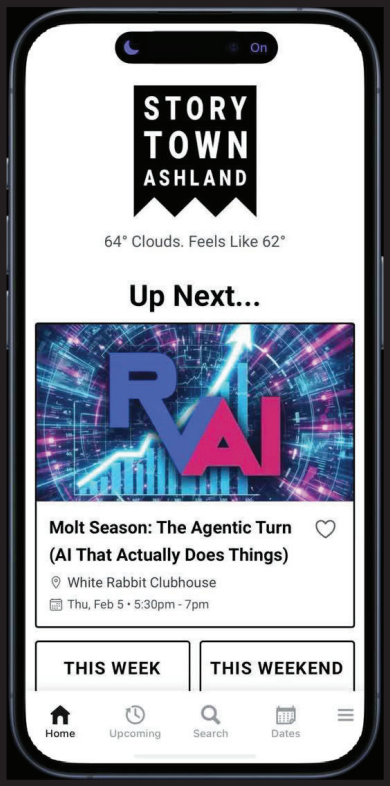
Speaks to a wider audience

Adds to the storytelling legacy of OSF

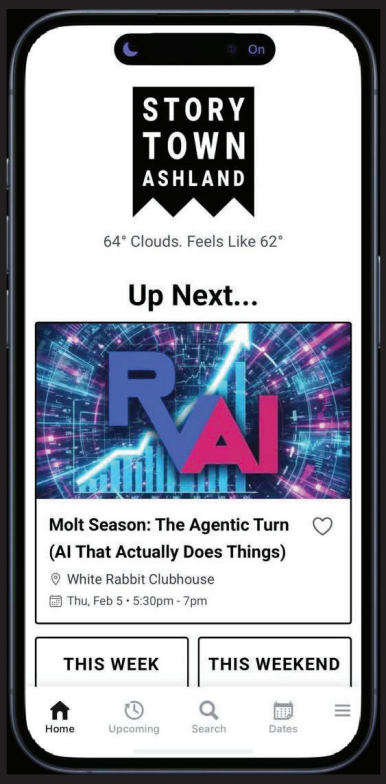
Ashland, a cultural epicenter on I-5.

Highlight 2 - Storytown App

We built the Storytown Ashland App and laid the foundation for a year round calendar.

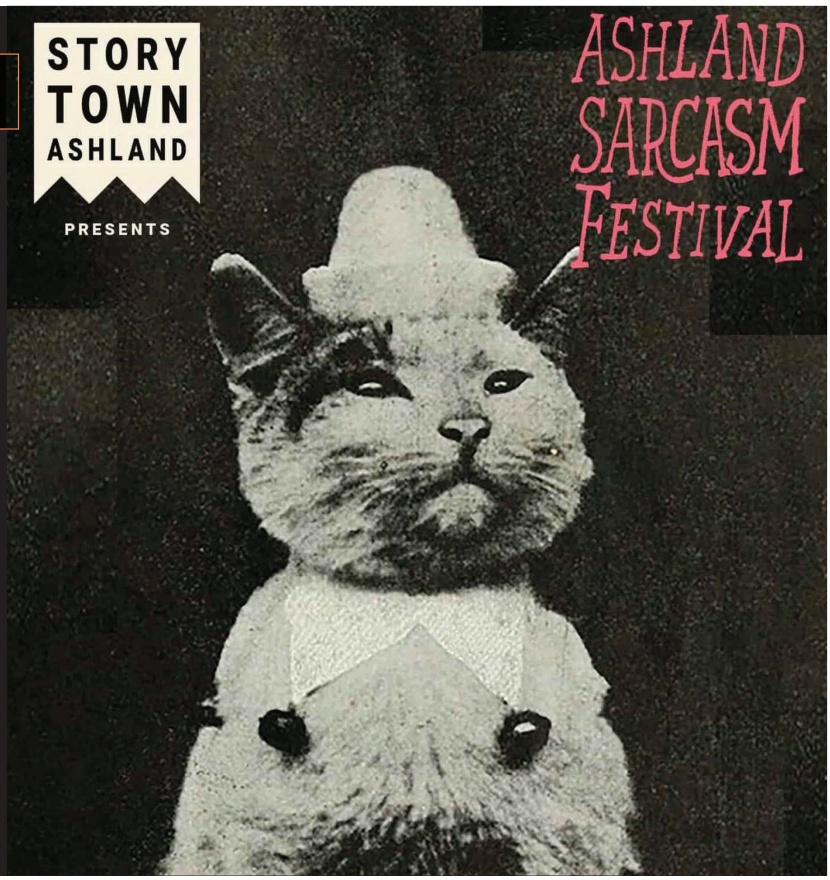


- We know what's happening now
- Personalized single source calendar
- Surprise & delight in the palm of your hand
- Foundation for year-round experiences



Highlight 3 - The Ashland Sarcasm Festival!

We launched the 1st annual Ashland Sarcasm Festival!



ASF! year one

2,500 + total attendees

50 + comedians booked

42 nights booked at local hotels

Boosted sales in restaurants and shops

Impactful Marketing & PR

- The Oregonian (two stories)
- Oregon Arts Watch
- Jefferson Public Radio
- Here is Oregon
- OPB
- Ashland News
- Rogue Valley Times
- KOBI News 5
- KDRV Newswatch 12

Workforce Development Through Sarcasm

Local Economic Impact

- 17 Ashland residents employed. $44k+ invested into local hires production, print services, and business partners.

Event Performance & Reach

- 17 out of 20 events sold out; audience represented by 32+ cities with 30+ multi-event attendees.

Business Growth

- Achieved a 47-55% revenue increase for participating businesses.

Highlight 4 - Free Bike Valet

With the help of SOU student athletes we created free bike valet for concerts in Lithia Park to alleviate parking headaches. Some of our athletes are staying in Ashland during the summer now to work the valet.

Highlight 5 - Eventorship

We started a program to help new events succeed, when new events succeed, new businesses sprout up and workforce development grows. Giving SOU students jobs and a pathway to staying in Ashland.

Eventorship

mentorship for events

The Next Three Years: 2026

The Next Three Years: 2027

The Next Three Years: 2028 and Beyond

2028 and Beyond
A Third Signature Music Event

Year 4
Eventorship Expansion

Year 4
More Than Half the Budget is Self-Sustaing with 12 months of operating reserves

Year 4
Ashland's Economy Experiences Remarkable Growth and Progress

Ashland's Year-round Cultural Calendar by 2028

Q1 - WINTER
Winter Music Festival

Q2 - SPRING
Children's Outdoor Adventure Festival

Q2, Q3, Q4 - SUMMER
Oregon Shakespeare Festival

Q4 - FALL
Ashland Sarcasm Festival

The seeds have been planted, now is the time to support this mission to grow and blossom !

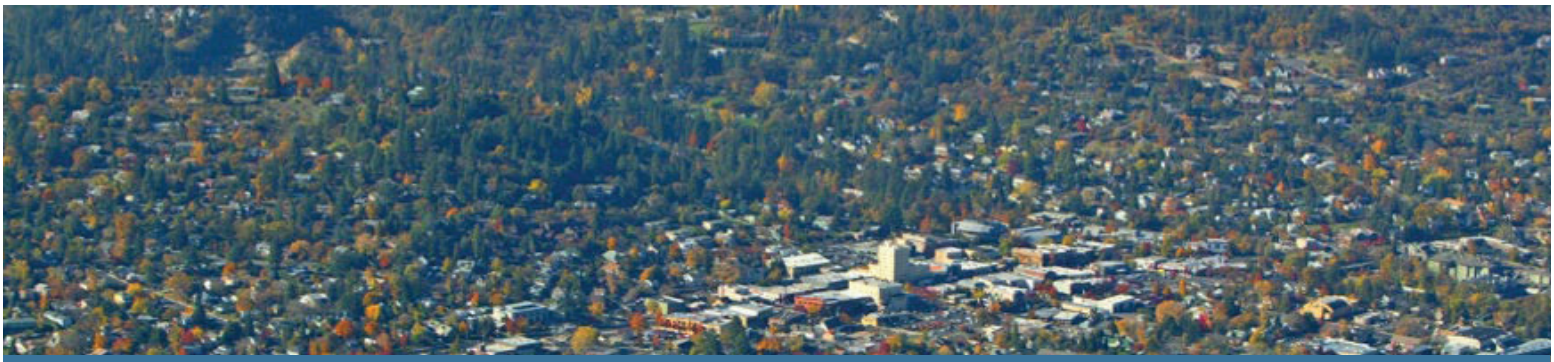
Thank you!

Manufactured Home Park Zone (MHPZ)

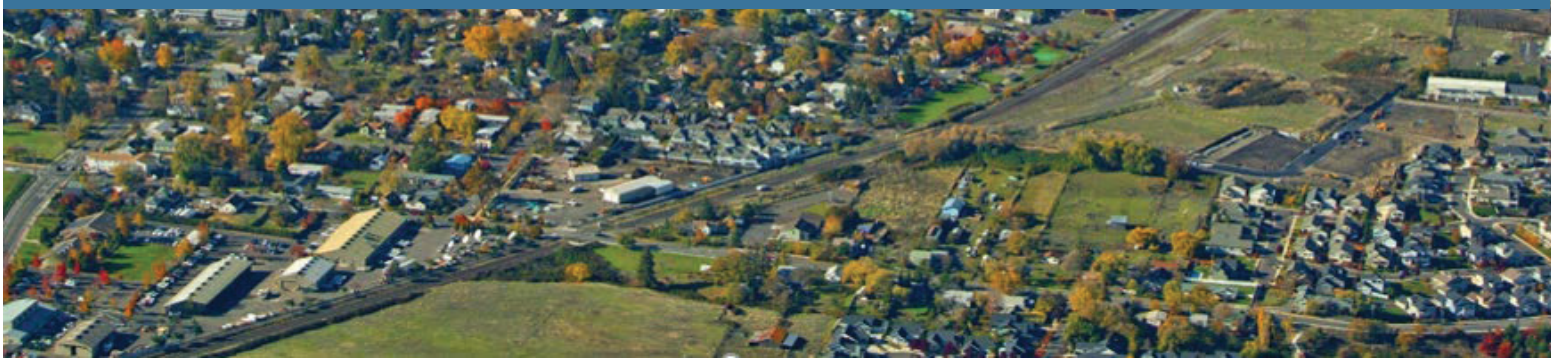
CITY OF ASHLAND
Better Together

City Council Study Session

June 15, 2026, 5:00 PM



Project Overview



MHPZ Project
Overview

Project Background: The MHPZ is a part of Ashland's Housing Production Strategy
Strategy G: *Maintain quality and support preservation of existing manufactured home parks*

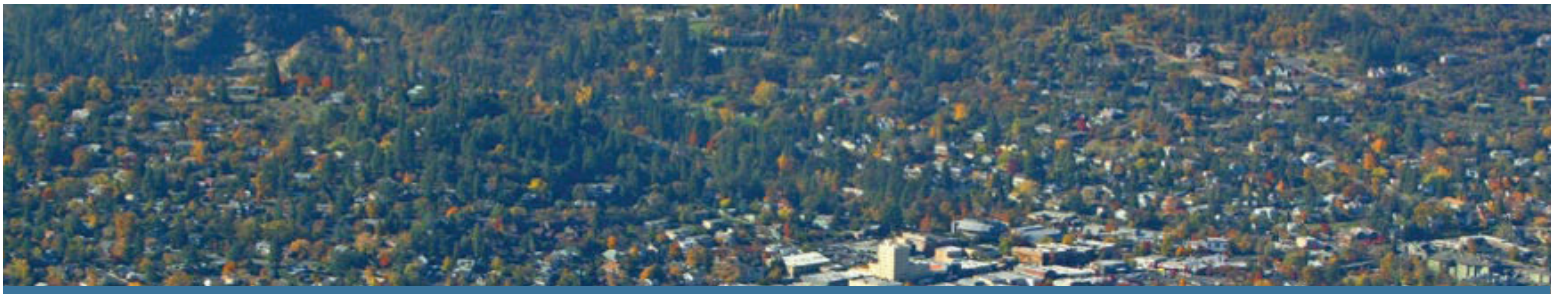
DLCD Grant: Ashland received a technical assistance grant from the Oregon Department of Land Conservation and Development (DLCD) to fund the creation of the MHPZ ordinance.

Design Standards: The project called for set standards for density, lot size, setbacks, utilities, and more to preserve existing parks and possibly allow higher-density development and smaller unit sizes.

MHPZ Project
Engagement

- **The MAC met 3 times over the course of the project to give feedback**
- **A joint study session between the HHSAC, PC, CC was held on January 27, 2026 to review work products**
- **Code changes were reviewed by:**
  - **MAC on March 11, 2026**
  - **HHSAC on April 23, 2026**
  - **PC on April 28, 2026**
- **An online open house is available on the city webpage showing work products and materials**
- **A survey was published on the webpage**
  - **It was open from April 27 to May 31, 2026**
  - **Approximately 46 people responded to the survey**

CITY OF ASHLAND



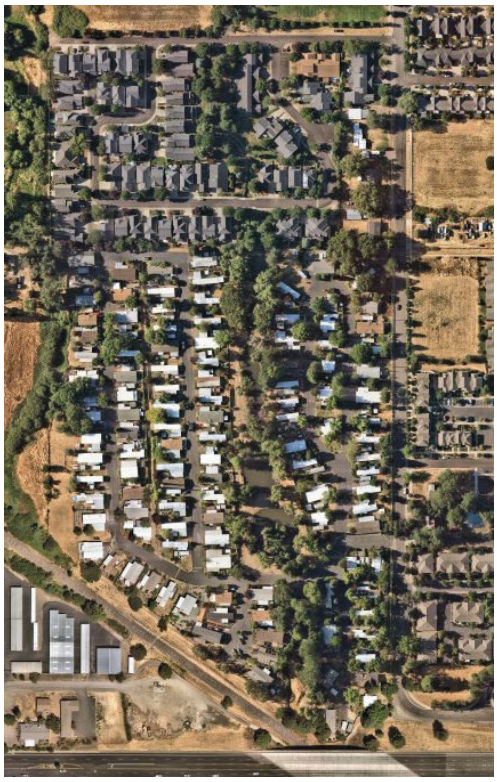
Proposed MHP Zone

Proposed MPH Zone

The Manufactured Home Park Zone (MHPZ) is proposed for 4 existing manufactured housing communities.

2 are located within the Ashland city limits:
- Wingspread Manufactured Home Park
- Tolman Creek Manufactured Home Park

2 are located within the Ashland Urban Growth Boundary (UGB):
- Siskiyou Village Manufactured Home Park
- Navoo Park Estates



Proposed Code Changes

Code Changes Summary

AMC 18.2.2.030

- ✓ Add the Manufactured Home Park Zone (MHPZ) to the Allowed Uses by Zone table.
- ✓ Update the childcare facilities to be permitted on lands zoned for multiunit residential or institutional uses to comply with HB 3560.
- ✓ Update residential treatment facilities and residential homes to be permitted on lands zoned for residential, commercial, employment, industrial, and public lands (excluding parks) to comply with HB 2005.

Code Changes Summary

AMC 18.2.3.170

- ✓ Revise standards for manufactured homes on individual lots to comply with state-required clear and objective standards to comply with HB 2347 and ORS 197A.400.

Code Changes Summary

AMC 18.2.3.180

- ✓ Revise manufactured housing development standards to implement updated clear and objective standards.
- ✓ Update density, dimensional, and design standards to support higher-density manufactured housing developments.
- ✓ Remove minimum lot size standards and instead reference applicable building and fire code requirements.
- ✓ Revise maximum lot coverage standards to allow up to 65 percent lot coverage.
- ✓ Update setback standards to reference applicable building and fire code separation requirements and allow limited encroachments for porches and decks where compliant with applicable codes.
- ✓ Update private street and circulation standards, including turnaround requirements consistent with applicable fire code standards.

Code Changes Summary

AMC 18.2.3.180

- ✓ Add permanent pedestrian walkway and ADA accessibility requirements.
- ✓ Update landscaping standards and require landscaped open areas for a minimum of 35 percent or lot area.
- ✓ Update common open space and amenity standards.
- ✓ Add standards for community-serving buildings, including permitted and conditional accessory uses.
- ✓ Revise manufactured housing unit standards, including removal of minimum size, width, and patio requirements and allowing smaller units under 500 square feet to count toward density calculations at a reduced ratio.
- ✓ Revise standards applicable to nonconforming manufactured housing developments to allow phased or partial compliance approaches.

Code Changes Summary

AMC 18.3.9.020

- ✓ Revise Performance Standards Option (PSO) applicability provisions to allow cottage housing and manufactured housing developments to utilize PSO procedures.

AMC 18.3.9.030

- ✓ Add references to AMC 18.2.3.180 within PSO Overlay applicability standards.

Code Changes Summary

AMC 18.3.9.040

- ✓ Revise outline plan procedures to exempt manufactured housing developments and cottage housing developments from certain outline/final plan approval submittal requirements.

AMC 18.5.8.050

- ✓ Revise annexation standards to exempt manufactured home parks from residential annexation affordability requirements and allow manufactured housing developments up to 18 dwelling units per acre upon annexation.

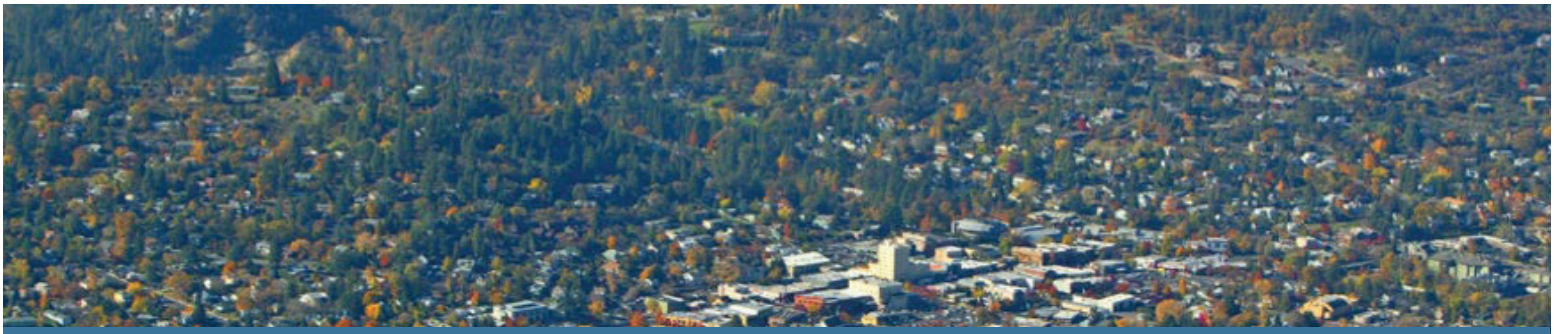
Code Changes Summary

AMC 18.6.1.030

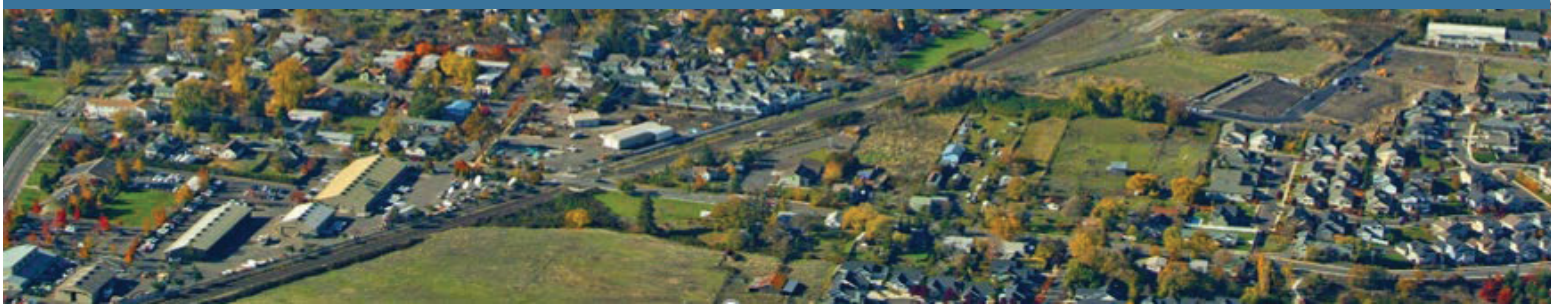
- ✓ Add and revise definitions related to manufactured housing, including Manufactured Dwelling, Prefabricated Dwelling, Manufactured Dwelling Park, Recreational Vehicle, and Proportionate Impact.

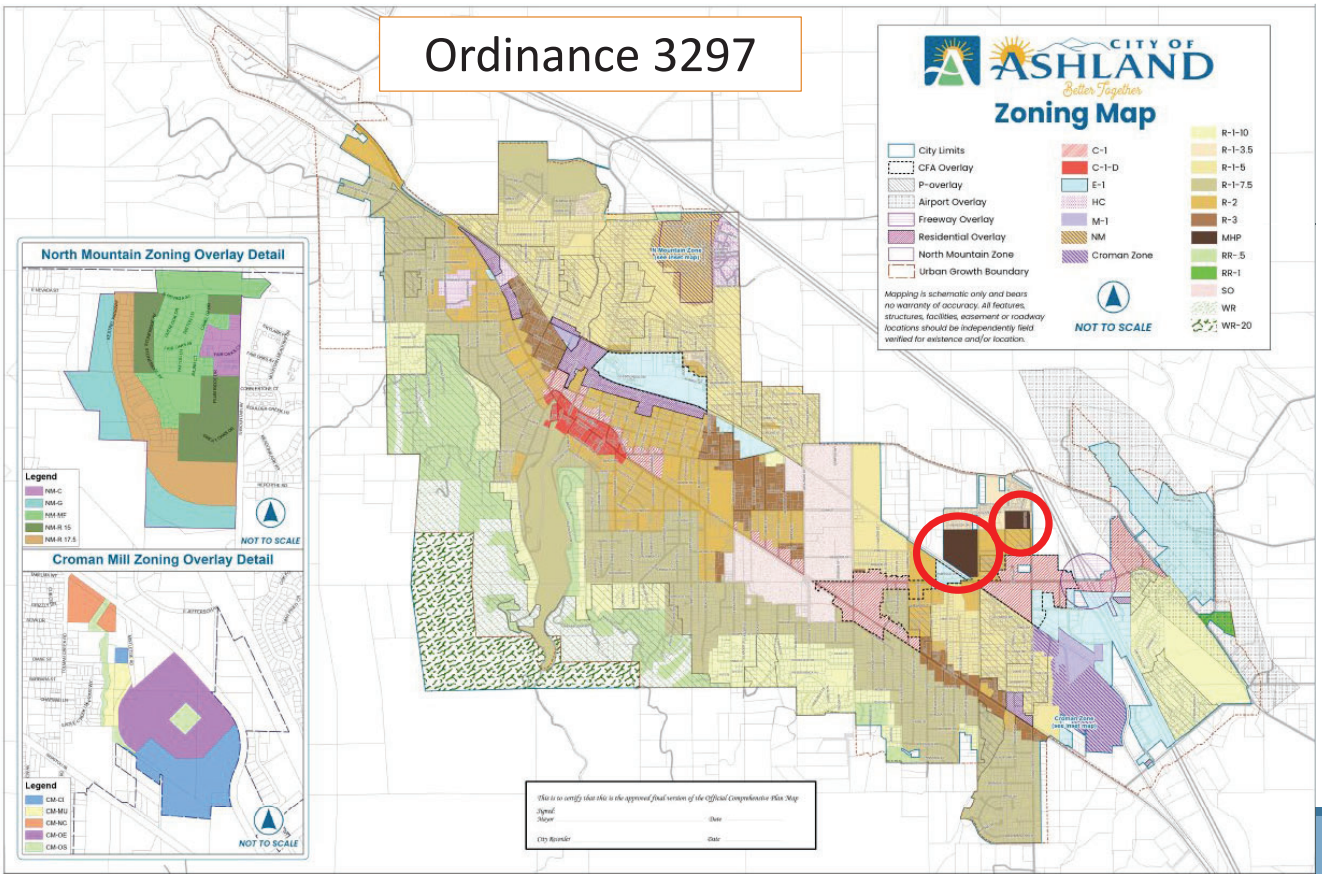
AMC 10.116

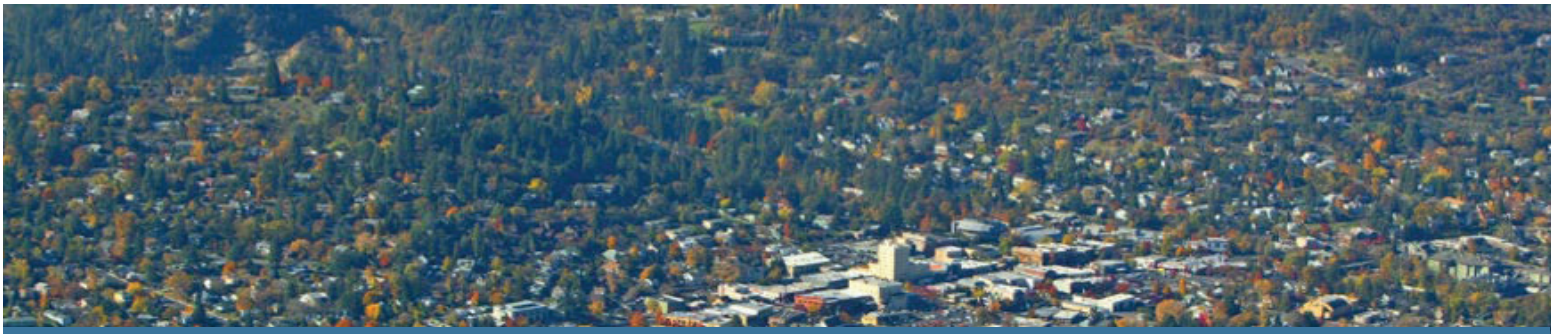
- ✓ Add a new chapter establishing standards related to manufactured home park sale, closure, conversion, and tenant protections, including notice requirements, opportunity to purchase provisions, relocation assistance standards, relocation plan review procedures, anti-harassment provisions, notice requirements to City housing staff, and enforcement provisions.



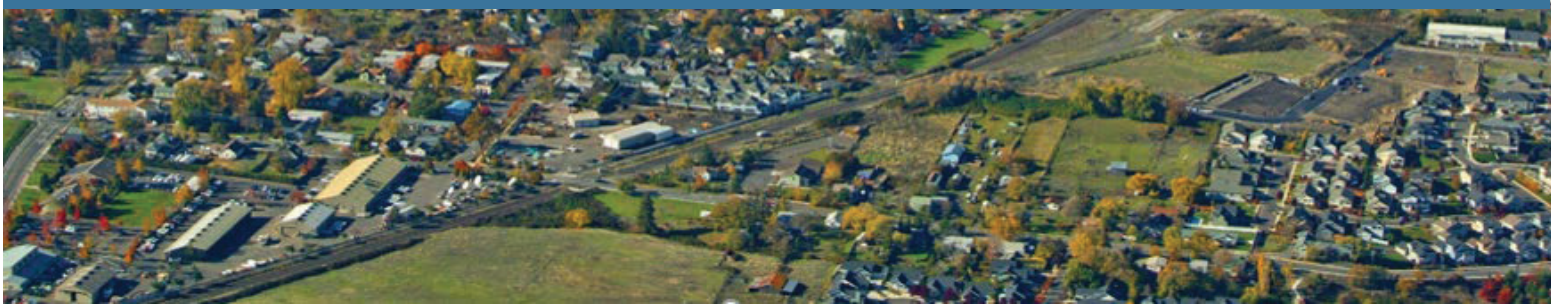
Updated Zoning Map

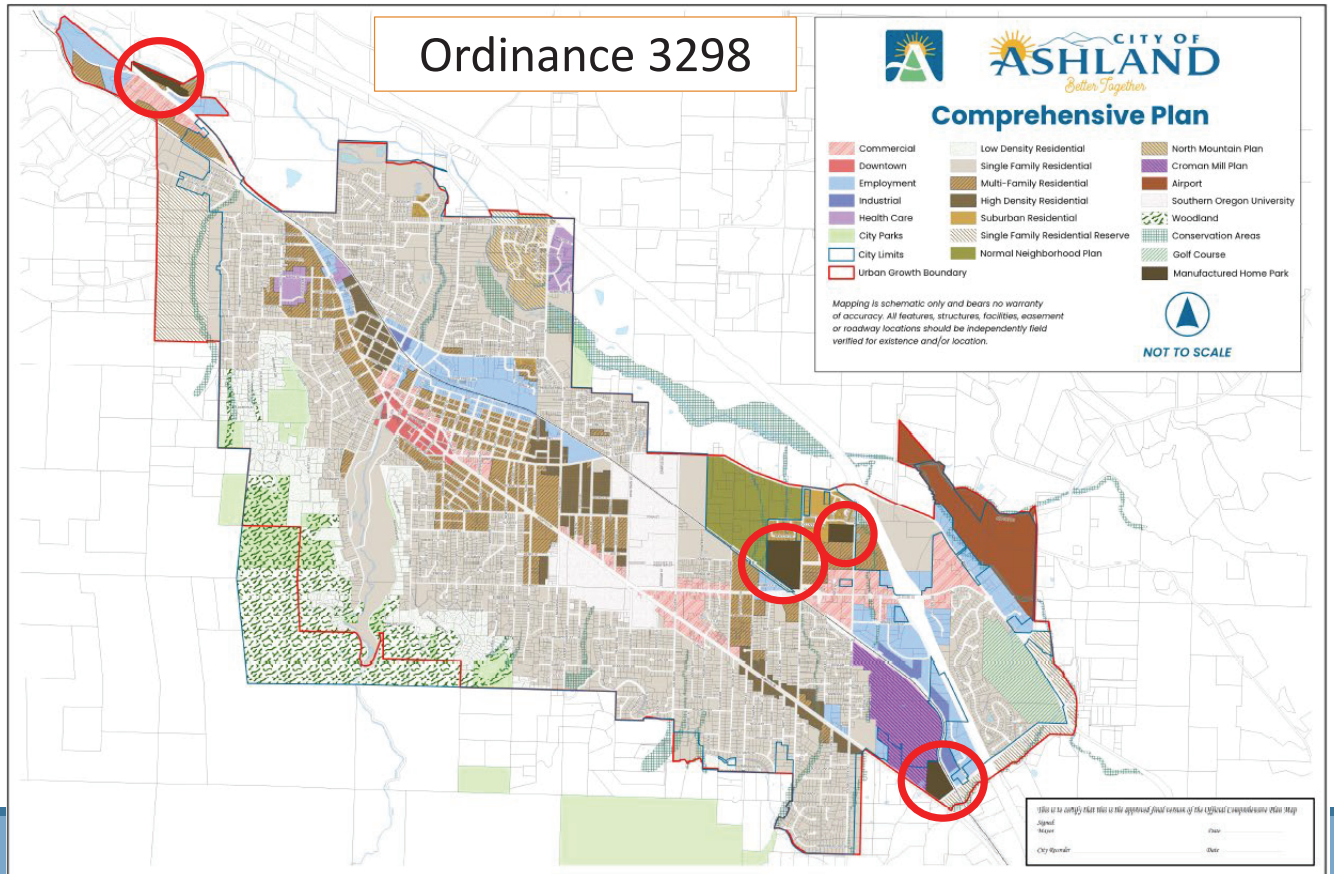


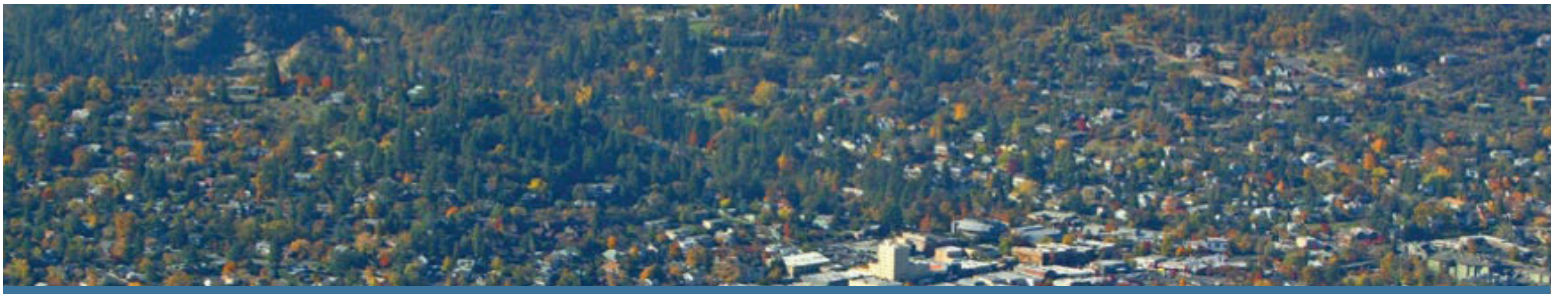




Updated Comprehensive Plan Map



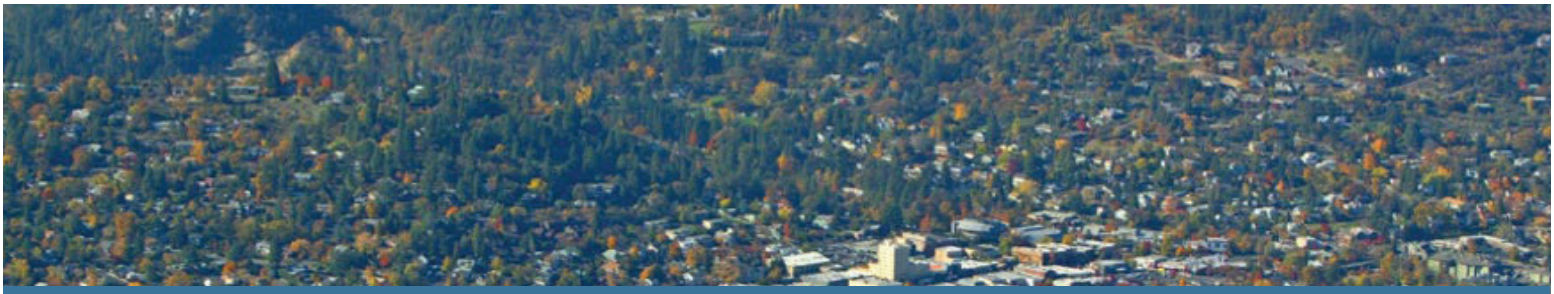




Next Steps

Next Steps:

- Adoption Schedule:
- City Council Public Hearing First Reading – 6/16
- City Council Second Reading- 7/21



Recommendations

Planning Commission Recommendation

Commissioners Phillips/Herron m/s to recommend that City Council adopt the proposed manufactured home park zone ordinance package for PA-L-2026-00018, including Ordinances 3296, 3297, and 3298, together with the supporting findings as recommended by staff and as amended on the record, specifically: amending Ordinances 3297 and 3298 to remove Upper Pines and 278 Idaho Street from the proposed MHP zone and comprehensive plan designations, excluding Jackson Wells Springs from the maps, and amending the definition of "manufactured dwelling park" to recognize "manufactured home park" and "manufactured housing development" as synonymous terms; and further recommending that Ordinance 3306 (AMC Chapter 10.116) be forwarded to City Council with the Planning Commission's comments but receive additional city attorney review before adoption.

Roll Call Vote: Commissioners Phillips, Herron, Maher, MacCracken Jain, KenCairn, Lininger, and Verner: All AYES. Motion passed 7-0.

Staff Recommended Council Motions for Public Hearing on 6/16

Motion 1 – Ordinance No. 3296
I move to approve first reading of Ordinance No. 3296 amending Ashland Municipal Code Sections 18.2.2.030, 18.2.3.170, 18.2.3.180, 18.3.9.020, 18.3.9.030, and related provisions to establish the Manufactured Home Park Zone (MHPZ), modify manufactured home park standards, and implement state law requirements relating to childcare facilities and residential care uses, as presented [or as amended].

Motion 2 – Ordinance No. 3297
I move to approve first reading of Ordinance No. 3297 amending the Ashland Zoning Map to establish the Manufactured Home Park Zone, as presented [or as amended].

Motion 3 – Ordinance No. 3298
I move to approve first reading of Ordinance No. 3298 amending the Ashland Comprehensive Plan Map to establish the Manufactured Home Park designation, as presented [or as amended].

Motion 4 – Ordinance No. 3306
I move to continue consideration of Ordinance No. 3306 adding Chapter 10.116 to the Ashland Municipal Code establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents to July 21, 2026, and direct staff to return with any revisions recommended following further legal review.

Questions & Comments

Thank You!

ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, June 16, 2026

I. EXECUTIVE SESSION 4:00 p.m.

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

In attendance: Mayor Graham; Councilors Sherrell, Dahle, Bloom, Kaplan, DuQuenne (via Zoom), and Hansen. Staff members Jordan Rooklyn and Johan Pietila. From the Daily Courier, Emma Maple.

Council Present: Mayor Graham; Councilors Sherrell, Dahle, Bloom (left at 8:15), Kaplan, DuQuenne (via Zoom), and Hansen.
Staff Present:

Jordan Rooklyn	City Manager
Johan Pietila	City Attorney
Alissa Kolodzinski	City Recorder
Brandon Goldman	Planning Director
Scott Fleury	Public Works Director
Rachel Dials	Interim Parks Director
Kevin Caldwell	Parks Division Manager

II. CALL TO ORDER

Graham called the meeting to order at 6:04 p.m.

a. Land Acknowledgement**

Dahle read the land acknowledgement.

III. PLEDGE OF ALLEGIANCE

Sherrell led the pledge of allegiance.

IV. ROLL CALL

V. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

a. *Proclamation for Bee City USA Pollinator Week-*

Graham read the proclamation into the record, noted that fire danger had risen to high, and encouraged residents to take steps to conserve water and reduce fire risk around their homes.

Graham also noted a request from the applicant for the Public Hearing item c. to postpone. After brief discussion, the Council agreed to postpone.

Dahle moved to postpone Legislative Planning Action PA-T1-2026-00297 to the August 4, 2026, Council meeting. Sherrell seconded the motion.

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

VI. APPROVAL OF MINUTES

a. Minutes of the June 1, 2026 – Study Session Meeting
b. Minutes of the June 2, 2026 - Business Meeting

c. Minutes of the June 3, 2026 – Joint Council and Parks Study Session Meeting

Hansen moved to approve the study session minutes from June 1, regular business meeting from June 2, and June 3 joint study session minutes as stated in the packet. DuQuenne seconded the motion.

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

VII. CONSENT AGENDA

a. Committee Member Appointment

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

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

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM

Seventeen speakers addressed the Council during Public Forum:

- Several individuals requested the allocation of a $4,000,000 settlement from a breach of contract into an interest-bearing account to fund the restoration of a community hospital in Ashland. It was highlighted that the funds symbolize longstanding community investment and should not be added to the general fund.
- There were objections to a decision to reduce the meeting frequency of the Social Equity and Racial Justice Advisory Committee and Public Arts Advisory Committee from monthly to quarterly. Concerns were raised that reducing meetings would hinder the committee's ability to effectively serve the community.
- Fire safety concerns were raised, with calls to restrict vehicle access on specific roads during the high fire danger season and enforce penalties for unauthorized vehicles.
- Concerns for the homeless community were expressed, advocating for allowing tents to remain up during the day to protect vulnerable individuals from heat-related health risks.
- A petition for traffic calming on Granite Street was presented, noting that bicycle boulevard designation had been implemented, but crosswalk requests were deferred due to pending infrastructure projects.
- Support was voiced for a future resolution opposing ICE detention centers.
- A previous testimony error was corrected, retracting a statement alleging edited council meeting videos.

X. PUBLIC HEARING

a. First Reading of Ordinance 3305 Amending AMC 6.04 Business Licenses

Rooklyn presented this item as a housekeeping measure consolidating fee schedules out of ordinance language and into the annually adopted miscellaneous fee resolution. Councilors noted that the city was also bringing both business license and food & beverage tax administration back in-house from a third-party vendor, which Rooklyn confirmed would enable stronger customer service, improve auditing, and enhance engagement with the business community.

Public Hearing open

No speakers

DRAFT

Public Hearing Closed
Bloom moved to approve first reading of Ordinance 3305 An Ordinance Amending 6.04 Business Licenses Sections 6.04.105 Duplicate License, 6.04.120 Temporary License, and 6.04.130 Delinquent Payment. The motion was seconded by Hansen.
Roll Call Vote: Dahle, Bloom, Sherrell, Kaplan, and Hansen -YES. DuQuenne - No. Motion passed.

b. *Public Hearing and First Reading of Ordinances 3296, 3297, 3298, and 3306 Establishing the Manufactured Home Park Zone (MHPZ), Amending Manufactured Housing Development Standards, Adopting Related Comprehensive Plan and Zoning Map Amendments, and Establishing Manufactured Home Park Resident Protections*

Goldman explained that the ordinances would establish a dedicated Manufactured Home Park Zone (MHPZ) and a corresponding Comprehensive Plan designation to be assigned to existing manufactured home parks. Key provisions included: increasing allowable park density to 18 units per acre; allowing proportional improvements to nonconforming parks through a conditional use permit; permitting a broader range of housing types including prefabricated, modular, and recreational vehicle (RV) units in alignment with state law (ORS 197.463); and allowing limited park-serving amenities such as management offices and community buildings. The two parks within city limits proposed for rezoning were Wingspread and Tolman Creek manufactured home parks. Two parks outside city limits but within the Urban Growth Boundary, Siskiyou Village and Nauvoo Park, would receive the new Comprehensive Plan designation to ensure they enter the city as manufactured home parks upon any future annexation.

Ordinance 3296 — *Establishing the Manufactured Home Park Zone and Amending Development Standards*
Councilors asked for clarification on the RV definition, protections for existing RV residents, and whether there was opportunity to identify new land for manufactured home parks in the future. Goldman explained that RVs currently in parks are nonconforming but would become conforming outright permitted uses under the new ordinance. The revised definition aligns with DMV standards and covers park model RVs through ANSI 119.5 certification. Goldman also confirmed that the new zone could be applied to other properties by rezoning, and that the ordinances do not restrict manufactured home park development in existing R-1 and R-2 zones.

Public Hearing open

- Bruce Davis (via Zoom): Expressed frustration about the process and past difficulties expanding a manufactured home park and expressed concerns about investing in rent-controlled properties.
- Mary Lou Gross: Spoke as a resident of a mobile home park and highlighted the community's diversity and the increasing rental costs and urged protection for such communities.
- Dolores Nims: Expressed concern regarding a housing association's letter as a last-ditch effort by owners to oppose protection and stressed the importance of preserving low-cost housing.
- Alan Akroyd: Compared the power imbalance between park owners and residents to a feudal system, explained recent legal protections on rent increases, and supported the ordinances.

- Mary Ann Shank: Spoke in support of the ordinances and welcomed Ashland's potential precedent-setting role in tenant protections.
- Rich Rohde: Shared his experience with organizing displaced manufactured home park residents, urged adoption of the ordinance to prevent similar losses in Ashland, and dismissed the opposition's concerns as protecting investors rather than tenants.
- Dylan Dahle: Representing local Realtors, expressed concern that the 180-day right of refusal is excessive and risky, and that the relocation plan provisions lack clarity and could cause legal uncertainty, urging further revisions before adoption.
- Teresa Cisneros: Supported the ordinances, highlighted the demographic and economic challenges in Ashland, and supported resident ownership as a long-term solution.
- Cate Hartzell: Criticized the late opposition by industry groups, praised community efforts to resist displacement, and shared personal experiences with housing insecurity.

Public Hearing Closed

Councilor discussion recognized the significance of protecting mobile home parks from conversion and encouraging local resident investment in homes.

Kaplan moved to approve first reading of Ordinance No. 3296 amending Ashland Municipal Code Sections 18.2.2.030, 18.2.3.170, 18.2.3.180, 18.3.9.020, 18.3.9.030, and related provisions to establish the Manufactured Home Park Zone (MHPZ), modify manufactured home park standards, and implement state law requirements relating to childcare facilities and residential care uses, as presented. Seconded by Bloom.
Roll Call Vote: Dahle, Bloom, Sherrell, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

Ordinance 3297 — *Amending the Ashland Zoning Map to Establish the Manufactured Home Park Zone*

Councilors asked why the Upper Pines mobile home park and the Ashland RV Park were excluded. Goldman explained that Upper Pines is within a Climate Friendly Area overlay zoned C-1, where applying an 18-unit-per-acre cap would constitute a potential loss; and that Ashland RV Park does not include manufactured dwellings, whose units are typically relocated every two to three years, making park zone protections less applicable.

Public Hearing open

No speakers

Public Hearing Closed

DuQuenne moved to approve first reading of Ordinance No. 3297 amending the Ashland Zoning Map to establish the Manufactured Home Park Zone, as presented. Kaplan seconded the motion.
Roll Call Vote: Dahle, Bloom, Sherrell, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

Ordinance 3298 — *Amending the Ashland Comprehensive Plan Map to Establish the Manufactured Home Park Designation*

Goldman noted that this ordinance designates four sites on the Comprehensive Plan map: Wingspread and Tolman Creek within the city limits, and Siskiyou Village and Nauvoo Park within the Urban Growth Boundary. He specifically noted that the new Comprehensive Plan designation would change the prior E-1 Employment designation for Siskiyou Village, meaning that future expansion of

that park would be consistent with the Comprehensive Plan rather than requiring employment use, addressing a concern raised by the park's owner in earlier testimony.

Public Hearing open

No speakers

Public Hearing Closed

Dahle moved to approve first reading of Ordinance No. 3298 amending the Ashland Comprehensive Plan Map to establish the Manufactured Home Park designation, as presented. Sherrell seconded the motion.

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

Ordinance 3306 — *Establishing Notice of Sale, Opportunity to Purchase, Relocation Standards, and Tenant Protections for Manufactured Home Park Residents*

Goldman explained that this ordinance would add a new Chapter 10.116 to the Ashland Municipal Code and differs from the land use ordinances in that it establishes tenant protection standards including: 180-day notice of park sale; an opportunity for residents to organize and make a purchase offer; relocation assistance; anti-harassment provisions; and enforcement mechanisms. The ordinance was modeled in part on the existing Chapter 10.115 governing condominium conversion tenant protections. The Planning Commission had forwarded the ordinance to Council with a recommendation that the City Attorney's office review it prior to adoption. Concerns flagged by the commission and legal staff included: the appropriateness of the 180-day notice period and whether a shorter window might be more effective without creating unintended consequences; ambiguous terminology such as "may require" versus "shall require" a relocation plan; potential state law preemption given existing ORS provisions governing park closure timelines; and language that would better align with contract law.

Councilors discussed whether a 90-day minimum was sufficient for organizing a purchase, potential impacts of excessively long timelines such as causing financing to fall through or forcing closures that would not otherwise have occurred. Pietila indicated that Bellingham, Washington had established a 120-day notice period and that the legal office intended to bring back a revised proposal. Chapter 10.116, once adopted, would apply to all manufactured home parks in the city, not only those rezoned as MHPZ. Councilors expressed support for the intent of the ordinance while agreeing that a brief continuance to allow legal review was prudent.

Public Hearing open

No speakers

Public Hearing Closed

Dahle moved to continue consideration of Ordinance No. 3306 adding Chapter 10.116 to the Ashland Municipal Code establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents to July 21, 2026, and direct staff to return with any revisions recommended following further legal review. Seconded by Hansen.

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

Short recess taken

c. *Public Hearing- Legislative Planning Action PA-T1-2026-00297 a request for a "similar use" interpretation as provided at AMC 18.1.5.040 regarding the distinction between "private parking" and "public parking" as a regulated use.*

Note: This item was previously taken up and postponed to the August 4, 2026, Council meeting during the Mayor's Announcement section of the agenda.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. *Approval of a Construction Contract with Knife River Materials for the Ashland Municipal Airport Pavement Rehabilitation Project*

Rooklyn presented the contract, noting that the project was almost entirely grant funded. Councilors asked about the line item for Foreign Object Debris (FOD) management and Fleury explained that FOD management involves sweeping and brooming the runway and taxiways to prevent loose material from being ingested by aircraft engines or propellers, and confirmed the prices were reasonable.

Dahle moved to approve a construction contract with Knife River in the amount of $1,025,144.80 for the Ashland Municipal Airport Runway and Taxi lane Rehabilitation and Reconstruction Project – Phase 2: Construction, and authorize the City Manager to sign the final agreement. Sherrell seconded the motion.
Roll Call Vote: Sherrell, Dahle, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

b. *Approval of a Construction Contract with Knife River Materials for the Hunter Park Tennis Court Rehabilitation Project #000864*

Dials presented the contract. One bid was received from Knife River Materials. The project is partially grant funded and matching funds comprised approximately 60% of the cost. Councilors noted the success of a recent youth tennis tournament at Hunter Park and thanked staff for including community meetings to navigate the balance between tennis and pickleball use.

Kaplan moved to approve the construction contract with Knife River Materials for the Hunter Park Tennis courts Rehabilitation Project with a contract amount not to exceed $643,430.00. Sherrell seconded the motion.
Roll Call Vote: Dahle, Sherrell, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

c. *Approval of a Construction Contract with Outlier Construction LLC for the East Main Street Community Park Phase One Park Improvements*

Dials presented this contract, noting that Phase 1 includes a restroom, parking lot, bike pump track, dog park, landscaping, and perimeter paths. Four bids were received and the low bid from Outlier Construction LLC came in at $2,130,151.66. The project has been in public process since the 2017 sale of the YMCA Park (which it replaces) and is partially grant funded through the state. Staff noted the grant deadline would require an extension, with substantial completion anticipated by July of the following year.

Councilors noted that the park would complete the goal for a park within a quarter mile for all Ashland residents and noted the high concentration of low-income housing in the surrounding area. The main entrance would be on East Main Street with a secondary pedestrian entrance on Abbott. Rooklyn cautioned against any delays given the grant funding deadlines. Councilors expressed concern about the absence of a finalized operations plan but acknowledged the strong synergies between the park and surrounding improvements.

Hansen moved to approve the construction contract with Outlier Construction LLC for phase one of the East Main Street Community Park improvements with a contract amount not to exceed $2,130,151.66. Seconded by Kaplan.
Roll Call Vote: Sherrell, Kaplan, and Hansen -YES. Dahle, DuQuenne- NO. Motion passed.

d. *Approval of a Construction Contract with Pilot Rock Excavation Inc. for the East Main Street Community Park Public Improvements*

Dials presented this contract for the public improvement portion of East Main Park, covering sidewalk, street, and storm drain work. Three bids were received, with the low bid from Pilot Rock Excavation Inc. at $386,340. The project is also grant funded. Caldwell confirmed the contract focused on sidewalk and street improvements rather than traffic calming features, with Public Works heavily involved in those elements.

Councilors clarified that the infrastructure work accounted for potential future sewer improvements anticipated for future development in the adjacent neighborhood. Councilors discussed the project as an investment for south Ashland and an economic development driver, noting that the street improvements would also improve safe routes to school.

Hansen moved to approve the construction contract with Pilot Rock Excavation Inc. for the East Main Street Community Park public improvements with a contract amount not to exceed $386,340.00. Seconded by Sherrell.
Roll Call Vote: Sherrell, Dahle, Kaplan, and Hansen -YES. DuQuenne- NO. Motion passed.

e. *Resolution 2026-13 - Placing the Fremont Cottonwood at 380 Clay Street on the City of Ashland Heritage Tree List*

Due to time constraints, Graham reordered the agenda. This item was not reached. It is automatically continued to the next regularly scheduled Council meeting.

f. *Resolution 2026-14 - Relating to Solid Waste Management Service Rates and repealing Resolution No. 2025-14*

Rooklyn introduced Recology General Manager Robert Long who presented the annual rate increase request. The proposed increase of 8.75% is driven primarily by added labor to comply with Oregon OSHA heat and noise regulations, rising insurance and fuel costs, and a need to return operating margins to the contracted floor of 8%. Long noted that over the last ten years, the average annual rate increase has been 3.9%, in part because Recology did not request increases during the pandemic.

Manually opening the lids for bear carts is still required, and an order for over 1,500 new bear carts has been placed. The Recycling Modernization Act (RMA) provides Ashland residents access to expanded recyclable materials, with increased labor for sorting and auditing being a primary cost driver. Councilors raised ongoing constituent concerns about rate increases, early morning collection hours in summer, and about bears getting into unprotected cans in lower-elevation neighborhoods. Graham noted that the franchise agreement obligates the city to approve the rate increase if Recology meets the contractual parameters of maintaining an 8–12% operating margin and a minimum CPI increase. Pietila confirmed the Council lacked a legal basis to deny a compliant request.

Dahle moved to adopt Resolution 2026-14. Hansen seconded the motion.
Roll Call Vote: Sherrell, Dahle, Kaplan, and Hansen -YES. DuQuenne- NO. Motion passed.

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

a. Development of Concept Plan & Management Plan for the Madrone Ridge Property

This item was not reached due to time constraints and is automatically continued to the next regularly scheduled Council meeting

b. Consideration of Temporary Halt on City Herbicide Use in Parking Lots, Medians, and Curb Strips

Rooklyn presented this item due to Council request at a prior study session. Staff reported that herbicide is currently being applied by certified parks employees on non-park-designated city land (parking lots, medians, and curb strips), saving an estimated 700–1,000 labor hours per year. The city is not currently spraying the Grove parking lot due to its proximity to the Night Lawn. Staff proposed a temporary suspension while a citywide Integrated Pest Management (IPM) policy is developed, which was estimated to take three to five months. Staff indicated that additional mulching and manual weeding could mitigate weed dispersion. Exceptions requested by staff included the three north entryway medians along North Main Street due to safety concerns for workers in high-speed traffic areas. Rooklyn noted that contractors apply herbicides at the airport (per FAA regulations), at Ashland Pond (per restoration contract with Freshwater Trust), and at electrical substations (per PUC requirements) and those uses were not proposed for inclusion in the temporary suspension.

Public Comment
Three public speakers addressed the Council with concerns including the accuracy of the 4.4-acre estimate used to calculate labor savings, that glyphosate appeared to be damaging existing plants in the medians, and about the public sitting on recently sprayed grass strips during the July 4th parade.

The city's future IPM policy has the potential to support Ashland's designation as an herbicide-free Bee City USA affiliate, which could be incorporated into the proclamation if the policy's direction aligns. The public engagement process for the IPM policy would involve a proposed Management Advisory

Committee consisting of various local stakeholders, and public input would be gathered alongside a concurrent median redesign process.

Dahle moved to direct staff to suspend the use of herbicides on parking lots, medians, and curb strips, with the exception of the three north entryway medians along North Main Street, until a citywide Integrated Pest Management Policy is adopted. DuQuenne seconded the motion.
Roll Call Vote: Dahle, Sherrell, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

c. *Proposed Ordinance: Utility bill fees*

This item was not reached due to time constraints and is automatically continued to the next regularly scheduled Council meeting

d. *Proposed Resolution: Public Meeting Records Policy - Video Recording, Ownership, Retention and Access; Minutes Content Standards*

Dahle and Kaplan introduced this item. Three principal concerns were identified: (1) the city currently pays approximately $99,000 per year for RVTV to produce council, parks commission, budget committee, and planning commission meeting videos but retain copies; (2) Oregon state law requires audio and video recordings to be retained for one year; and (3) the policy should extend recording and minutes requirements to all advisory committees, in the interest of transparency and equity of access for community members who cannot attend in person.

Councilors discussed this proposal in relation to a recent reduction in some advisory committees' meeting frequency, and whether the resolution's provision allowing committee chairs or staff liaisons to prepare agendas and minutes could reduce staff time burden. Due to time constraints, council members were mindful about positioning motions before the 9:30 pm deadline and ending the meeting by 9:40.

Kolodzinski noted that staff liaisons are the only individuals with access to the city's video and software platforms. Rooklyn confirmed that RVTV content can be downloaded by the city at any time given its public domain nature, and that RVTV's director had expressed no intellectual property concerns. The need to avoid delays beyond the June 30, 2026 contract expiration was emphasized. Pietila sought clarification on the concept of "ownership" of recordings, noting that public meeting content is specifically designed not to be copyrighted. It was clarified that the intent was physical possession and local storage of content on city infrastructure, so that no third party could remove access to it.

Dahle moved to adopt Resolution No. 2026-, with a number to be determined by the City Recorder, establishing the City of Ashland Public Meeting Records Policy, and to direct the City Manager to initiate renegotiation of the RVTV services agreement prior to any extension; and to retrieve and assume ownership of and make publicly available all past recordings from SOU/RVTV within 90 days. Kaplan seconded the motion.
Roll Call Vote: Sherrell, Dahle, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

XIV. CITY MANAGER REPORT –

a. Look Ahead

b. Administrative Services Director

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

XVI. ADJOURNMENT

The meeting was adjourned at 9:39 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

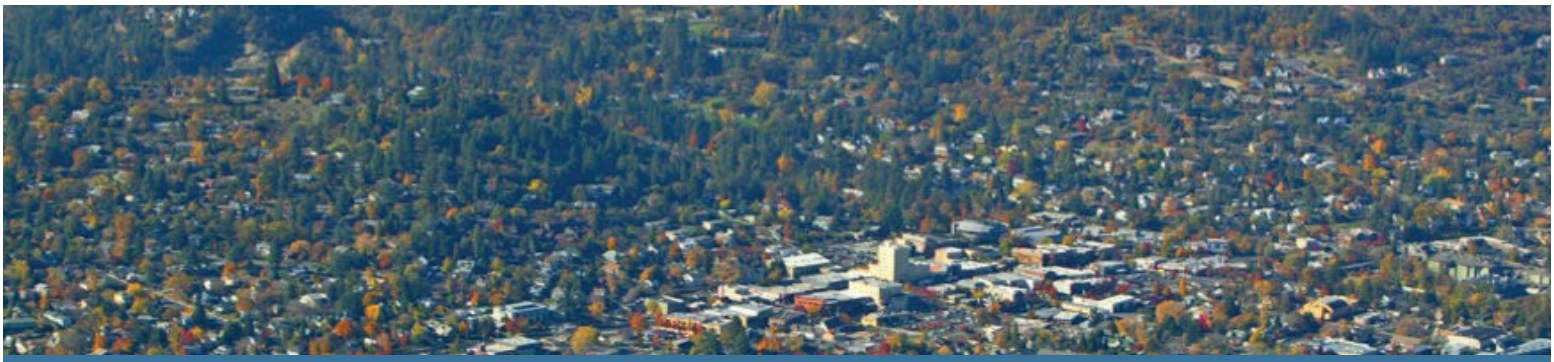
DRAFT

Manufactured Home Park Zone (MHPZ)

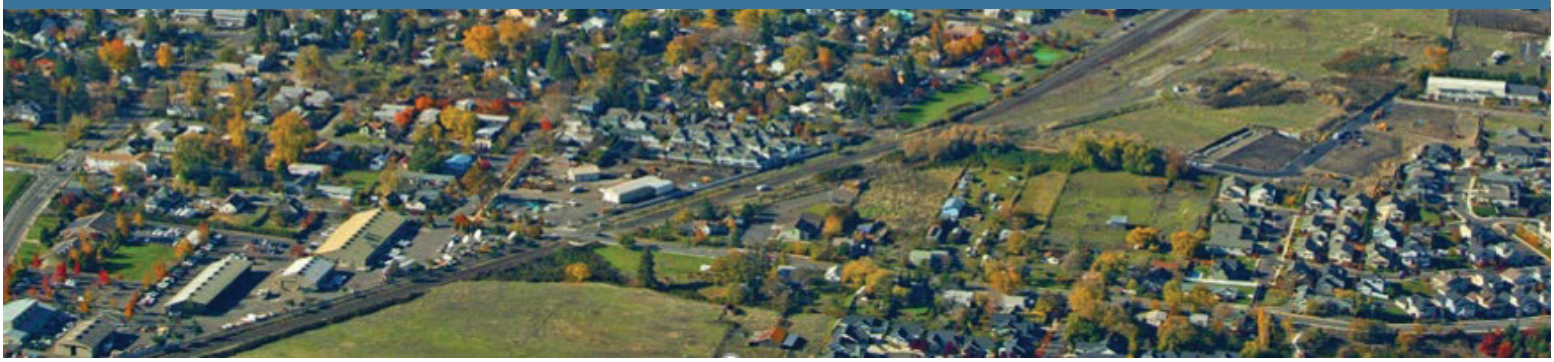
CITY OF ASHLAND
Better Together

City Council Public Hearing

June 16 2026



Project Overview

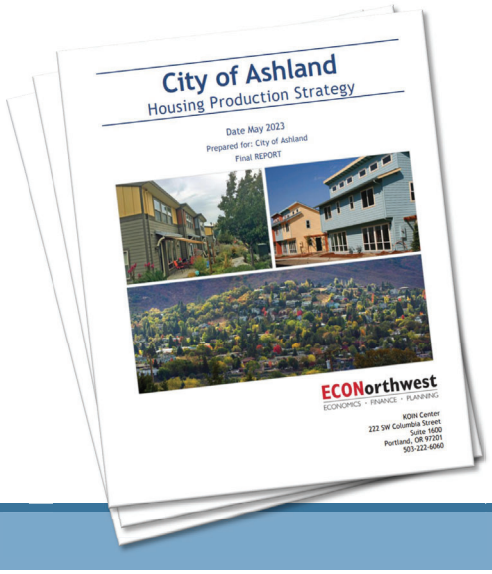


MHPZ Project

Overview

Ashland's Housing Production Strategy

Strategy G: *Maintain quality and support preservation of existing manufactured home parks*



Adopted by the City Council in 2023 and acknowledged by the State of Oregon, the Housing Production Strategy identifies actions to address Ashland's housing needs. Establishment of the Manufactured Home Park Zone is one of the City's adopted HPS implementation measures to preserve manufactured home parks and support their long term viability.

MHPZ Project

Overview

Purpose: Preserve manufactured home parks while supporting reinvestment and modernization.

- Establishes a dedicated Manufactured Home Park Zone and Comprehensive Plan designation.
- Facilitates reinvestment in existing parks by allowing partial improvements in existing nonconforming parks without requiring full upgrades , through Conditional Use Permit review.
- Modernizes existing standards to newly accommodate smaller homes, modular units, and RVs as allowed by state law.
- Newly allows limited park serving amenities, such as management offices, community buildings, and coffee shops, through Conditional Use Permit review.
- Increases allowable densities up to 18 units per acre.

CITY OF ASHLAND

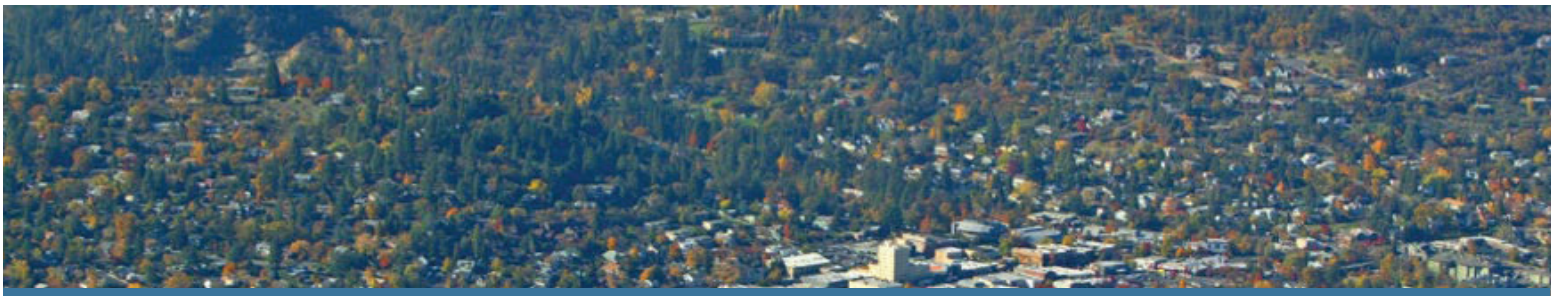
MHPZ Project

Overview

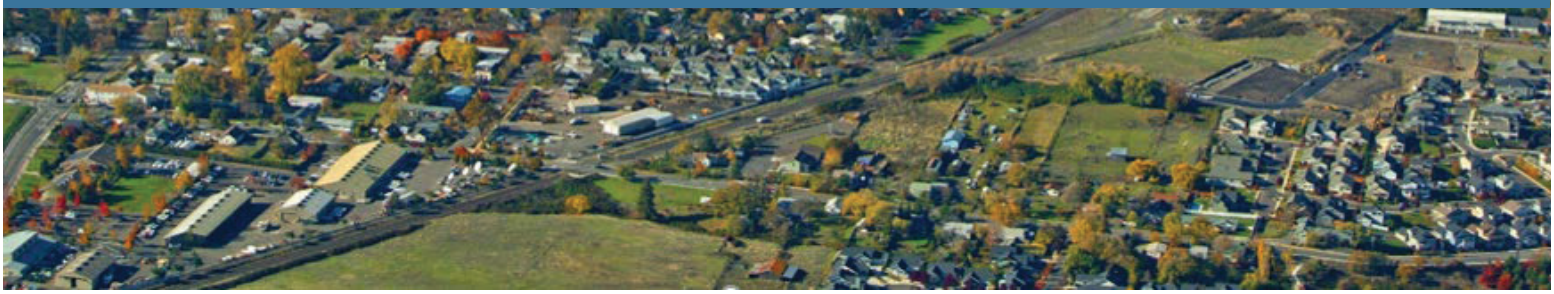
Purpose: Support long term housing choice and align local regulations with Oregon law.

- Preserves existing manufactured home parks as a needed housing resource.
- Protects existing manufactured home parks from conversion to non park uses.
- Provides residents notice and an opportunity to organize in the event of a proposed park sale.
- Aligns local standards with state requirements for manufactured housing.
- Incorporates state mandates for childcare facilities, residential care facilities.
- Reduces regulatory uncertainty through clear standards and procedures.

CITY OF ASHLAND



Proposed MHP Zone

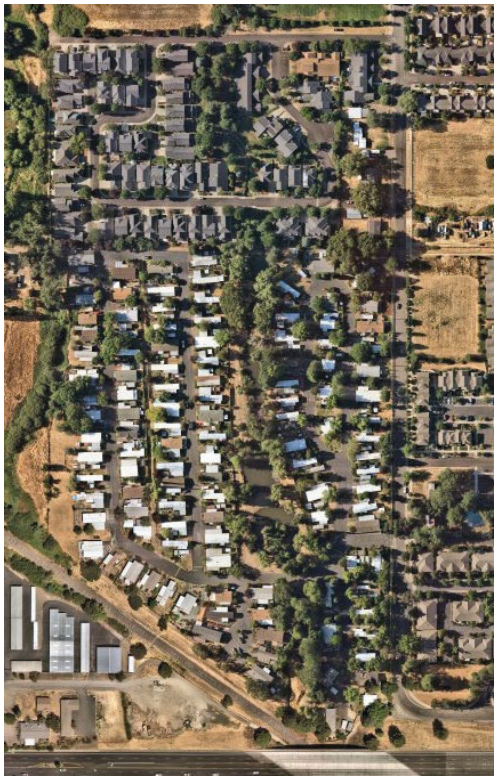


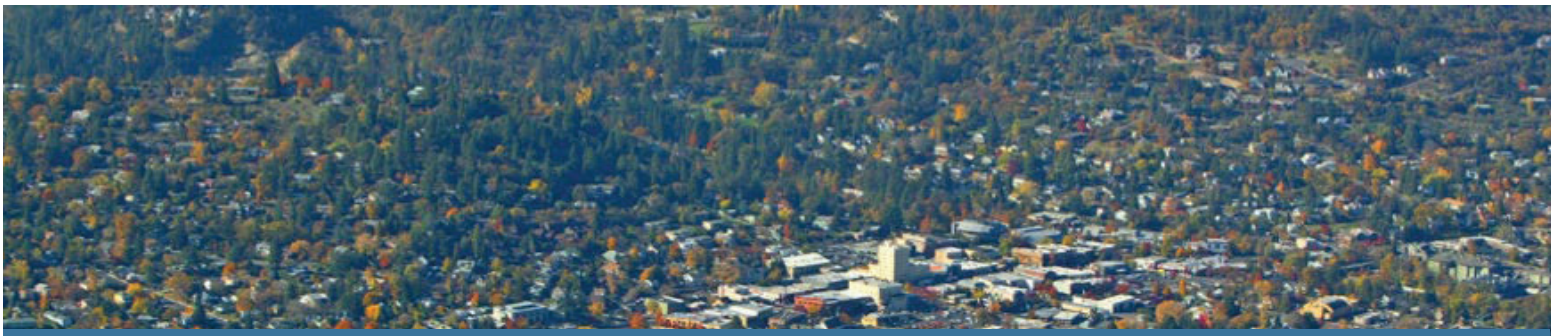
Proposed MPH Zone

The Manufactured Home Park Zone (MHPZ) is proposed for 4 existing manufactured housing communities.

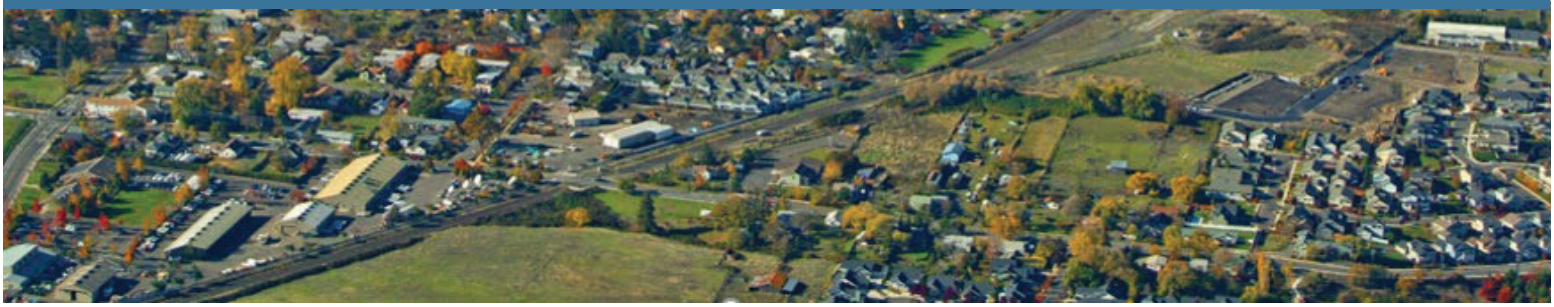
2 are located within the Ashland city limits:
- Wingspread Manufactured Home Park
- Tolman Creek Manufactured Home Park

2 are located within the Ashland Urban Growth Boundary (UGB):
- Siskiyou Village Manufactured Home Park
- Navoo Park Estates





Proposed Ordinances



Ordinance 3296

Land Use Ordinance Amendments Establishing the MHPZ

Create the Manufactured Home Park Zone and modernize existing park development standards to support reinvestment, flexibility, and long term park viability.

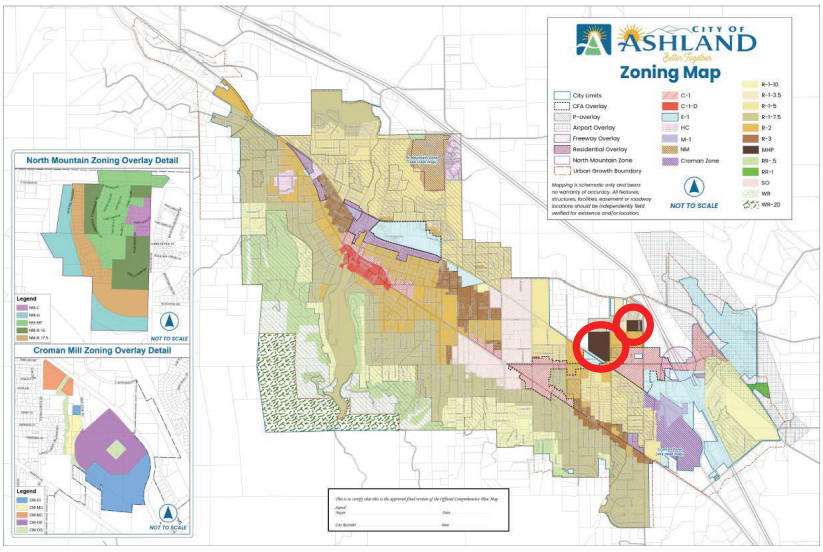
Key Changes

- Increases allowable MHP density to 18 units per acre.
- Increases lot coverage allowances to 65% covered 35% landscaped
- Accommodates a wider range of housing types, including manufactured homes, prefabricated modular units, and RVs as allowed by state law.
- Replaces traditional zoning setbacks with Fire Code separation standards.
- Allows proportional improvements and expansion of existing nonconforming parks.
- Removes minimum lot size and unit dimensional requirements.
- Clarifies annexation standards and zoning treatment for manufactured home parks entering the City.
- Updates and clarifies standards to implement recent state housing legislation, including citywide allowances for childcare facilities and residential care uses.

Ordinance 3297

New Zoning Map reflecting the MHPZ

Apply the Manufactured Home Park Zone to 2 existing manufactured home parks in the City.



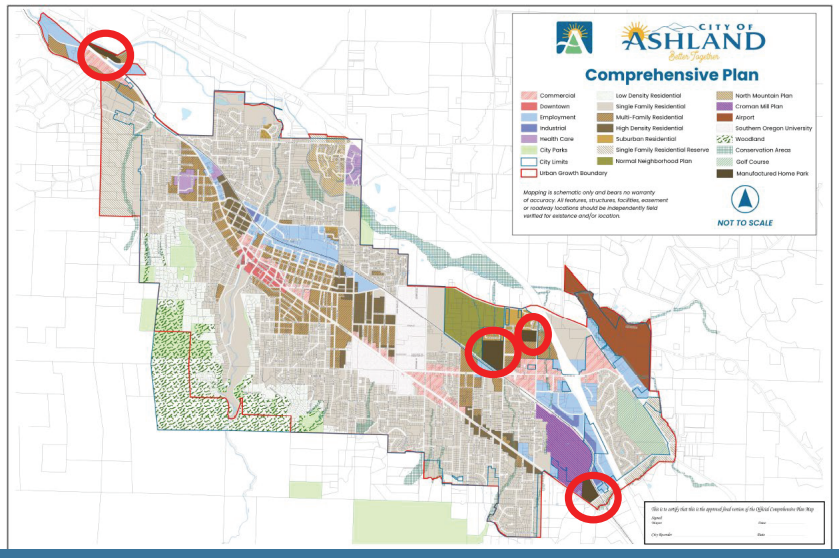
Key Changes

- Applies the MHPZ to existing manufactured home parks within the City.
- Preserves these sites for manufactured home park use.
- Implements the Housing Production Strategy preservation action.

Ordinance 3298

New Comprehensive Plan Map reflecting the MHP designation

Apply the Manufactured Home Park Designation to 2 existing manufactured home parks in the City, and 2 within the Urban Growth Boundary



Key Changes

- Establishes a new Manufactured Home Park designation.
- Applies the designation to existing manufactured home parks within the City and UGB.
- Aligns the Comprehensive Plan Map with the proposed zoning changes.

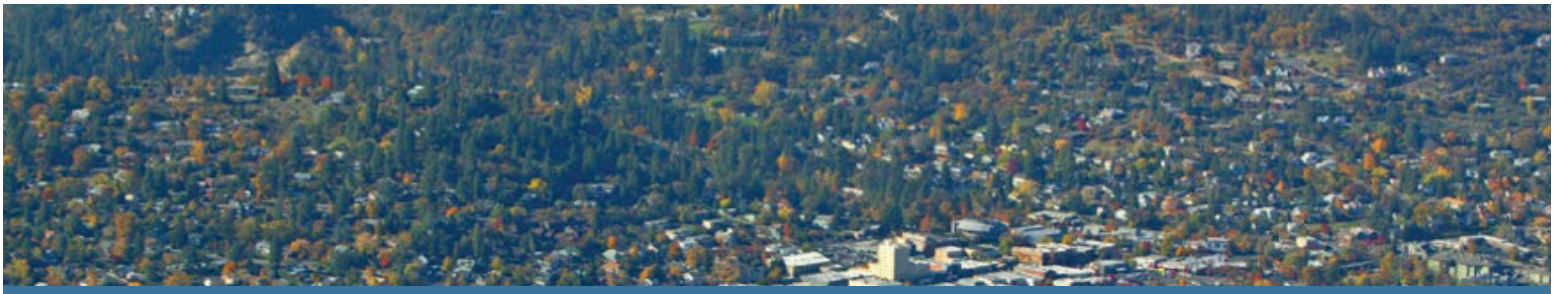
Ordinance 3306

New Manufactured Home Park Resident Protections

Add a new chapter (10.116) establishing standards related to manufactured home park sale, closure, conversion, and tenant protections, including notice requirements, opportunity to purchase provisions, relocation assistance standards, relocation plan review procedures, anti-harassment provisions, notice requirements to City housing staff, and enforcement provisions.

Key Changes

- Requires 180 day notice of a proposed park sale.
- Provides time for residents to organize and explore Resident Owned Community purchase opportunities.
- Establishes local resident protection measures.



Recommendations

Housing and Human Services Advisory Committee Recommendation

Ordinances 3296, 3297, 3298, and 3306

HHSAC forwarded a recommendation to the Planning Commission and City Council to support the code changes as presented with the following amendment:

- Remove Upper Pines in the Manufactured Home Zone Ordinance because of its inclusion in the Climate Friendly Area overlay.

Planning Commission Recommendation

Ordinances 3296, 3297, and 3298

The Planning Commission recommend approval of the proposed manufactured home park zone ordinance package for PA-L-2026-00018, including Ordinances 3296, 3297, and 3298 with amendments as incorporated in the Council packet.

- **Ordinance 3296:** Amended definitions to clarify that "Manufactured Home Park," "Manufactured Housing Development," and "Manufactured Dwelling Park" are synonymous terms.
- **Ordinance 3297:** Removed Upper Pines Mobile Home Park and Ashland RV Park (278 Idaho Street) from the proposed Manufactured Home Park Zone map.
- **Ordinance 3298:** Removed Upper Pines Mobile Home Park, Ashland RV Park (278 Idaho Street), and Jackson Wellsprings from the proposed Manufactured Home Park Comprehensive Plan designation map.

Planning Commission Recommendation

Ordinance 3306 (AMC Chapter 10.116)

The Commission forwarded the ordinance to the City Council for consideration, together with its comments, and recommended additional City Attorney review prior to adoption.

Planning Commission Comments on Ordinance 3306

- Supported resident protection objectives and extension of notice of park sales.
- Requested clarification of notice requirements, duration of notice periods, and key terminology (e.g., tendered vs. executed agreements).
- Raised potential state law preemption concerns.
- Recommended further legal review prior to adoption.

Staff Recommended Council Motions for Public Hearing on 6/16

Motion 1 – Ordinance No. 3296

I move to approve first reading of Ordinance No. 3296 amending Ashland Municipal Code Sections 18.2.2.030, 18.2.3.170, 18.2.3.180, 18.3.9.020, 18.3.9.030, and related provisions to establish the Manufactured Home Park Zone (MHPZ), modify manufactured home park standards, and implement state law requirements relating to childcare facilities and residential care uses, as presented.

Motion 2 – Ordinance No. 3297

I move to approve first reading of Ordinance No. 3297 amending the Ashland Zoning Map to establish the Manufactured Home Park Zone, as presented.

Motion 3 – Ordinance No. 3298

I move to approve first reading of Ordinance No. 3298 amending the Ashland Comprehensive Plan Map to establish the Manufactured Home Park designation, as presented.

Motion 4 – Ordinance No. 3306

I move to continue consideration of Ordinance No. 3306 adding Chapter 10.116 to the Ashland Municipal Code establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents to ***July 21, 2026****, and direct staff to return with any revisions recommended following further legal review.*

Questions

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: 6/16/26

Name: (Please Print) Bruce Davis (via zoom)

Ashland Resident:

☐ YES ☐ NO City: _____

Agenda Topic/Item Number:

MHPZ

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: 6/16/2026

Name: (Please Print) Mary Lou Gross

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Zoning Ordinance

Public Forum Topic (Non-agenda Item):

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

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SPEAKER REQUEST FORM

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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: 6/16/26

Name: (Please Print)
Delores Nims

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:
Zone Ordinance

Public Forum Topic (Non-agenda Item):

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Date: 6/16/26

Name: (Please Print)

Alan Ackroyd

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Zoning ordinance

Public Forum Topic (Non-agenda Item):

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Date: June 17, 2026

Name: (Please Print) MARY ANN SHANK

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Mobile home park zoning

Public Forum Topic (Non-agenda Item):

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Date: June 16, 2026

Name: (Please Print) Rich Rohde

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: X-b Mean fuckers, First Zoom

Public Forum Topic (Non-agenda Item):

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Date: 6/16/26

Name: (Please Print) Dylan Dahle

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: 10b - Manufactured Park Zoning

Public Forum Topic (Non-agenda Item):

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Date: 6/16/2026

Name: (Please Print) Teresa Cisneros

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Public Hearing 'b'

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Date: 6/16/26

Name: (Please Print) Cate Hartzell

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Manf Home Park Zone

Public Forum Topic (Non-agenda Item):

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Date: 6/16/26

Name: (Please Print)
John Mauer

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
Healthcare

Public Forum Topic (Non-agenda Item):

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Date: 2016/04/16

Name: (Please Print) Benjy Bell-Baruch

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): County 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.

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Date: 6/16/2026

Name: (Please Print)
SUZANNE HAVEMAN

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
NO

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

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Date: JUNE 16, 2026

Name: (Please Print) JOHN TYLER

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): ADVISORY COMMITTEE SCHEDULING

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

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Date: 6/10/26

Name: (Please Print) NATE (NATHAN) WITEMBERG

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): FIRE DANGER

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

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Date: June 16, 2026

Name: (Please Print) PAUL MOZINA

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): 2025-2027 Biennial Budget

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

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Date: June 16, 2026

Name: (Please Print) Allison Mendel

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: SERVAC

Public Forum Topic (Non-agenda Item):

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Date: 6/16/26

Name: (Please Print) SUSAN MACCRACKEN STAUB

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: ~~Committee Staffing~~

Public Forum Topic (Non-agenda Item): Committee Staffing

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Date: 6/10/26

Name: (Please Print)
Emily Simon (SERJAC)

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
Cuts to SERJAC meetings

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

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Date: 6/16/2026

Name: (Please Print)

ALLAN SANDLER

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Wildfire Code

Public Forum Topic (Non-agenda Item):

✓

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Date: 6/16/26

Name: (Please Print) Debbie Neisewander

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Heat Stroke

Public Forum Topic (Non-agenda Item):

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Date: June 16, 2026

Name: (Please Print) Mardi Mastain

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Non Agenda Items

Public Forum Topic (Non-agenda Item): Traffic Calming Petition, Granite St

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

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Date: 6/16/26

Name: (Please Print) Carey Mastain

Ashland Resident:

☒ YES ☐ NO City: Ashland

Agenda Topic/Item Number: Public Forum

Public Forum Topic (Non-agenda Item): Granite St. Safety

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Date: 6/16/26

Name: (Please Print) Brandon Polanco (SERJAC)

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): SERJAC Cuts

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Date:

Nomad

Name: (Please Print)

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Nightlwn Heat Issues

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

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Date: 6/16/26

Name: (Please Print)
Doug Huston

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
~~Proclamation against~~

Public Forum Topic (Non-agenda Item):
encourage proclamation against any ICE detention facility

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Did not speak

SPEAKER REQUEST FORM

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Date: 6/16/26

Name: (Please Print) Hilary Avalon

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

dead trees / fire hazard / notice to residents of public works activity / bikes in Lithia Park

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Date: 6/16/26

Name: (Please Print) Bruce Davis (via zoom)

Ashland Resident:

☐ YES ☐ NO City: _____

Agenda Topic/Item Number:

MHPZ

Public Forum Topic (Non-agenda Item):

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Date: 6/16/2026

Name: (Please Print) Mary Lou Gross

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Zoning Ordinance

Public Forum Topic (Non-agenda Item):

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Date: 6/16/26

Name: (Please Print)
Delores Nims

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:
Zone Ordinance

Public Forum Topic (Non-agenda Item):

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Date: 6/16/26

Name: (Please Print)

Alan Ackroyd

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Zoning ordinance

Public Forum Topic (Non-agenda Item):

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Date: June 17, 2026

Name: (Please Print) MARY ANN SHANK

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Mobile home park zoning

Public Forum Topic (Non-agenda Item):

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Date: June 16, 2026

Name: (Please Print) Rich Rohde

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: X - b Mean fuckers, First Zoom

Public Forum Topic (Non-agenda Item):

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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: 6/16/26

Name: (Please Print) Dylan Dahle

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: 10b - Manufactured Park Zoning

Public Forum Topic (Non-agenda Item):

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

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

SPEAKER REQUEST FORM

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4) Provide any written materials to the meeting Secretary

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

Date: 6/16/2026

Name: (Please Print) Teresa Cisneros

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Public Hearing 'b'

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

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

Date: 6/16/26

Name: (Please Print) Cate Hartzell

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Manf Home Park Zone

Public Forum Topic (Non-agenda Item):

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

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Date: 6/16/26

Name: (Please Print) SHARON BAYSON

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Halt Herbicide Use

Public Forum Topic (Non-agenda Item):

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

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SPEAKER REQUEST FORM

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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: 6/16/26

Name: (Please Print)

Angelina McClean

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

6. Consideration of Halt on City Herbicide Use

Public Forum Topic (Non-agenda Item):

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

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SPEAKER REQUEST FORM

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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: 6/16/26

Name: (Please Print)
Cate Hartzell

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
Glyphosate Spray/Pesticide Moratorium

Public Forum Topic (Non-agenda Item):

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

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To: Ashland City Co

6/16/26

copy of petition submitted on

June 5, 2025

Dear City of Ashland, Public Works Department,

Residents of Granite Street and surrounding area are
initiation of the City of Ashland Traffic Calming pro
concerns of Pedestrian Safety Measures and Traffic-
urgently needed on Granite Street and adjoining stre
Street, from High Street all the way to the end of the
miles) and Nutley Street, from Winburn Way to Scen
streets, including High Street and Baum Street.

Please find attached Petition to Initiate Neighborhoo
Program and accompanying signatures.

With best wishes,

Mardi Carey

Mardi Mastain (114 Granite St) and Carey Mastain (

Petition to Initiate Neighborhood Traffic Ca
For City of Ashland, Public Works Departme

Location: Granite Street, from High Street all the way to the end and Nutley Street, from Winburn Way to Scenic Drive and nearb and Baum Street.

Statement of Need: Pedestrian Safety Measures and Traffic-Cal needed on Granite Street and adjoining streets.

DETAILS OF THE PROBLEM:

Granite Street, the street that runs along Ashland's world-famous Lithia Park has ONLY ONE PEDESTRIAN CROSSWALK, and meets North Main Street. Every other spot along the 1.2 miles of pedestrians to cross the street without the safety and protection of busy intersections at High Street and at Nutley do not have crossv

Whereas Ashland's downtown streets are models of pedestrian sa does not extend to the nearby major street of Granite.

Pedestrians, both children and adults, are risking life and limb ev Street from the west side to the east side, to play pickleball, to att climb and swing at the children's playground, to wander through along the creek, or to access the downtown area using Alice Peil Guanajuato Park stairway. And they are again at risk when they c west side of Granite to reach their cars or homes.

There is a school bus stop on Granite near High Street, so childre the bus and again to return to their homes west of Granite. No cr safest place for the students to cross, and since Granite Street cur especially dangerous blind spot. In addition to students, the hund live west of Granite Street (off of High, Baum, Nutley, and Straw place to cross.

exasperating.

Bicycle riders, both children and adults, do not have the safety of navigate their way on Granite to the Ashland Watershed Mountai

In summary, these are the four parts to the safety problem in our **of crosswalks** on Granite Street, 2) the **speeding traffic** along th due to a lack of traffic calming features and non-enforcement of **absence of sidewalks** (or painted pedestrian lanes) south of whe Parks and Recreation entrance and 4) the **absence of a designate** Street.

These safety issues have been present for many years and have g worse. Approximately 6 years ago, several residents were succe a speed trailer in two different locations at two different times: First on Granite Street near the park steps that are up the hill fro on Granite Street at Nutley Street. In both of those studies, drive considerably upon seeing the speed sign. As soon as they crosse would speed up again. And as soon as the trailer was removed, t 30 to 40 mph speeds. As a deterrent, the speed trailer worked w problem, it did not. The results were skewed and did not show th the data collection device should be concealed from drivers duri and/or a permanent speed sign should be installed.

PROPOSED SOLUTIONS:

Crosswalks

The first proposal of this petition is for the City of Ashland Publ of pedestrians by painting crosswalks at the following locations:

1. On High Street and on Granite Street where they meet (2
2. At the intersection of Granite and Nutley Streets (4 crossv
3. On Granite, from 143 Granite Street to the inclined path t Fountain (1 crosswalk);
4. On Granite, from 163 Granite Street to the steps and path Fountain (1 crosswalk);
5. On Granite, from 205/207 Granite Street to the steps that

10. At Nutley and Winburn (2 crosswalks);

Traffic-calming Features

The second proposal of this petition is to request traffic-calming following:

1. Installation of two additional stop signs at the intersection should be a four-way, not a two-way, stop;
2. Two stop signs on Granite Street at the High Street interse
3. Speed bumps, strategically placed all along Granite Street, bumps so a fire engine can pass without needing to go ove
4. Reduce the speed limit from 25 mph to 15 or 20 mph all al Nutley Street from Windburn to Scenic. It is well establish the more likely someone is to die from being hit.
5. A permanent digital speed indicator;
6. A bike lane on Granite Street between North Main and the
7. Other features as described in your Traffic Calming and S

Additional Sidewalk or Designated Pedestrian Path Where T

The third proposal of this petition is to request safe passage for p where there is neither a sidewalk nor a dirt path. This occurs on t from S. Pioneer Street (also known as the entrance to the Parks a the hill, to the place where there is a dirt path, on the east side of solutions include the following:

1. Installation of a sidewalk;
2. Creation of a pedestrian lane by painting a safe zone on th
3. Creation of a dirt path on the perimeter of the park on that

CONCLUSION:

In conclusion, this is a heartfelt plea from many Ashland residen overdue actions that will increase the safety of pedestrians and b neighborhood. Let's not wait for a fatal accident before doing th

Printed name:	Mardi Mastain	Phone:	541-
Address:	114 Granite Street		Suppo
Signature:	Mardi Mastain		

Printed name:	Carey Mastain	Phone:	916 -
Address:	227 Granite Street		Suppo
Signature:	Carolyn L. Mastain		

Printed name:	Juliann Mastain	Phone:	707-
Address:	70 Granite street		Suppo
Signature:	Juliann Mastain		

Printed name:	Connie Lynn	Phone:	541-
Address:	74 Granite St		Suppo
Signature:			

Printed name:	CARLA BONNETT	Phone:	408 -
Address:	55 GRANITE ST		Suppo
Signature:			

Printed name:	Christian Langenstein	Phone:	561-
Address:	47 Granite St.		Suppo
Signature:			

Printed name:		Phone:	

Printed name: Lorena Harris	Phone: 530.520.
Address: 52 Granite St Ashland	Supp 4
Signature: Lorena Harris	

Printed name: Susan Reid	Phone: 541 5
Address: 155 Granite St Ashland	Supp
Signature:	

Printed name: Katie Nollenberger	Phone: 509
Address: 185 Granite St	Supp
Signature:	

Printed name: Leslie Reeve	Phone: 503
Address: 189 Granite St.	Supp
Signature: Leslie S Reeve	

Printed name: Mark Reeve	Phone: 503
Address: 189 Granite St	Supp
Signature:	

Printed name: Kim Kubik	Phone: 415-8
Address: 119 Granite St	Supp
Signature:	

Printed name:	CHERYL HARDEN	Phone: (408)
Address:	61 Baum St, Ashland	Suppo
Signature:		

Printed name:	ROBIN DONALDSEN	Phone: 907-
Address:	40 GRANITE ST.	Suppo
Signature:		

Printed name:	Abigail Harris	Phone: 3107
Address:	35 Granite St	Suppo
Signature:		

Printed name:	NANCY FOSTER JACOBS	Phone: 650 -
Address:	26 HIGH STREET	Suppo
Signature:		

Printed name:	STELLA (BERNADETTE) GLUNAC	Phone: 408
Address:	25 GRANITE STREET	Suppo
Signature:		

Printed name:	Tracy Stoehr	Phone: (650
Address:	135 Granite St.	Supp
Signature:		

Printed name: Wendell Sharp	Phone: 508	
Address: 135 Nutley	Suppo	
Signature: Wendell M Sharp		

Printed name: Ed Zobel	Phone: 541-4	
Address: 29 Granite St.	Suppo	
Signature:		

Printed name: David & Parvaneh Scoggin	Phone: 541-	
Address: 73 Granite St.	Suppo	
Signature: Parvaneh Scoggin		

Printed name: Justin Petersen	Phone: 612-3	
Address: 111 Granite St	Suppo	
Signature:		

Printed name: Michael O'Hare Allegheny Bicycles	Phone: 908-40	
Address: 41 Granite St	Suppo	
Signature:		

Printed name: Susan Brown	Phone: 541	
Address: 139 Granite St	Suppo	
Signature:		

Printed name:	Phone:	

Paul Mozina Oregon DOR Letter

Why hasn't Ashland added this letter from the Oregon Departmer
reprimanding them for violating ORS 294.456 to city's archive of (

.456

Oregon
Tina Kotek, Governor

April 13, 2026

City of Ashland
ATTN: Bryn Morrison, Interim Finance Director

Sent via email: bryn.morrison@ashland.or.us

The Department of Revenue is responsible for providing municipal corporations
budgeting practices, Local Budget Law, and the laws relating to property taxes. A
role under ORS 294.495, we will review a district's budget process upon request
compliance with Local Budget Law. We have recently received an inquiry into th
budget hearing and adoption process for the 2025-2027 biennium. I have review
and am bringing forward the following issue:

- ORS 294.453 requires the governing body to hold a hearing on the budget as
budget committee. ORS 294.456 allows the governing body to make change
budget only after that budget hearing. That amended budget can then be a
body (although in some cases a second hearing may be required).

- Based on a review of the minutes and video from the budget hearing and ad
2025, City Council Meeting, the hearing was held on an amended version of
the budget as approved by the budget committee. While the changes were
the council to make and did not require a second hearing, they could only be
hearing and prior to adoption.

We are not directing the city to make any changes to the budget for the 2025-2C
the city will need to revise its budget process to ensure the proper order is follo

If you have any questions or wish additional assistance, call or email me at the n
you need a copy of the *Local Budgeting Manual*, you can access the current vers
https://www.oregon.gov/dor/forms/pages/default.aspx.

In addition, we will be providing a free Local Budget Law workshop in Medford t
have not already done so, feel free to sign-up for our email list at
https://omls.oregon.gov/mailman/listinfo/localbudget to be notified once detail

Regards,

From: noreply@civicplus.com
To: Ashland City Recorder
Subject: Online Form Submittal: City Council Public Comment Form
Date: Friday, June 05, 2026 1:43:28 PM

[EXTERNAL SENDER]

City Council Public Comment Form

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

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

Full Name	Jaime Stephens
Meeting Date	6/15/2026
Email Address	[redacted]
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Imperatrice
Comments (Leave this section blank if you are requesting to speak electronically.)	I have attached a comment letter submitted on behalf of Klamath Bird Observatory, a non-profit organization based in Ashland, with regards to the Imperatice property.
Upload a file or image	KBO Imperatice City of Ashland 20260417.pdf

Email not displaying correctly? View it in your browser.

Klamath Bird Observatory

Advancing bird and habitat conservation through science, education, and partnerships

April 17, 2026

Dear City of Ashland,

Klamath Bird Observatory first submitted a letter to the City of Ashland about the conservation value of the Imperatice property in 2017. I am writing again because it has come to my attention that Southern Oregon Land Conservancy is seeking to acquire the property, with the goal of supporting high conservation values on the site and retaining and improving wildlife habitat and biodiversity.

Protection, restoration, and sustainable management of oak woodland and grassland habitats, such as those found on the Imperatice property, are key components of effective bird conservation in the west, as highlighted in the *Prairie, Oaks, and People: An Investment Strategy* (Pacific Northwest Oak Alliance and Cascadia Prairie Oak Partnership 2024) and locally in the *Klamath Siskiyou Oak Network Strategic Conservation Action Plan* (2020). Specifically, the property provides conservation value for oak and grassland associated birds, as identified in *Population and habitat objectives for landbirds in prairie, oak, and riparian habitats of western Oregon and Washington* (Partners in Flight 2022).

Klamath Bird Observatory, in partnership with Southern Oregon Land Conservancy and Rogue Valley Audubon Society, completed bird monitoring on this site in 2016 and found a diversity of bird species associated with oak and grassland habitats, including the Chipping Sparrow, Grasshopper Sparrow, Western Bluebird, and Western Meadowlark – all are Species of Greatest Conservation Need in the *Oregon Conservation Strategy* (ODFW 2026).

The Grasshopper Sparrow presence is particularly noteworthy. Thirty-two Grasshopper Sparrow singing males were recorded. These results are substantially greater than previously documented 'colonies' in the Rogue Valley. In addition to being an ODFW Species of Greatest Conservation need, this species is identified as a 'common bird in steep decline' throughout its range in *The State of the Birds*, indicating it has lost more than 50% of its population over the last 40 years (NABCI 2014). Breeding Bird Survey data show a -2.82 annual decline throughout North America for the period 1966-2013 and -2.13 annual decline from 2003-2013 (Sauer et al. 2014).

Southern Oregon Land Conservancy's management of the Imperatice property consistent with oak and grassland conservation objectives will benefit a suite of priority songbird species, including the Grasshopper Sparrow population on this site. If you have further questions on this matter, please feel free to contact me.

Sincerely,

Jaime L Stephens

Jaime Stephens
Director of Conservation
Klamath Bird Observatory
jlh@klamathbird.org
(541) 944-2890

From: George Kramer
To: City of Ashland Public Testimony
Cc: City Council
Subject: Absolutely Unbelievable...
Date: Friday, June 12, 2026 10:53:08 AM

[EXTERNAL SENDER]
In Reference to Item XIII: New Business (c): Proposed Ordinance Utility Bill Fees

I cannot believe Mayor Graham's attempt to circumvent the will of the people regarding their interest in VOTING on whether or not we should have a voice on new fees and fee increases on our utility bills.

Ashland voter's signatures haven't even been verified, the issue has not been on the ballot yet, and you are here, eight months after declining to put the issue on the ballot when asked, now attempting to subvert the will of the people before they even have a chance to consider an amendment to the charter.

HOW DARE YOU.

Despite the Mayor's position, perhaps shared by some of you, there is NOTHING the proposed amendment language suggesting that the term "fee increases" excludes inflationary/CPI increases whether already approved by council or not. Council Kaplan raised that issue last October and I don't recall if I was given a chance to respond or not, but language is clear. The Charter Amendment language does not support such an exclusion. A "increase," in the simple understanding of the term, means an increase, a raise in the rate that exists currently. Any other interpretation, including the mayor's, has no basis.

If you all agree that this issue needs to be clarified, then I suggest you propose an amendment to do so AFTER the Charter Amendment is considered by the voters. If you chose to that, I hope to see the Mayor and members of council with clipboards, talking to residents, and gathering signatures.

Bringing this up now, EIGHT MONTHS after you voted to "wait until the voters weigh in" is underhanded, dirty, politicking with few goals beyond confusing the issue.

Shame on you, if there aren't for votes to table this discussion until after November. Shame on you, as four you may not even be serving after January, should you move forward with this ludicrous, insulting, proposal.

George Kramer
Chief Petitioner, Initiative 2025-0084

[redacted]
Ashland, OR 97520

From: Cynthia Wright
To: City of Ashland Public Testimony
Subject: Conservation option for Imperatrice Property
Date: Thursday, June 11, 2026 8:14:11 PM

[EXTERNAL SENDER]

Dear Council members,
I've been an Ashland resident for 32 years.
I just found out there is a possibility that you will sell the Imperatrice property on the open market. Please reject this option.
That property is a critical area for plant and animal species protection, migratory birds, carbon reduction, as well as viewshed preservation. There is also potential for lovely hiking trails for us to enjoy.
I urge you to support a conservation transaction for this entire property.
Think of the big picture and highest value (non monetary) outcome. Conservation would be a benefit to future generations of ashlanders as well as the important ecosystem there.

Thank you for your attention to this matter.
Cynthia Wright
[redacted]
Ashland, OR

Sent from my iPad

BEFORE THE CITY COUCIL
FOR CITY OF ASHLAND, OREGON:

IN THE MATTER OF A CODE INTERPRETATION FOR A PARKING LOT USE ON LAND ZONED C-1-D; T.39S, R.1E, SEC.09BB, TAX LOTS 10100, 10600 AND 10801; PACIFIC RENTAL PROPERTIES, LLC, APPLICANT; LANIER LAND CONSULTING, LLC, AGENT	)	**SUPPLIMENTAL FINDINGS OF COMPLIANCE FOR FILE NO. PA-T1_2026-00297**

I. BACKGROUND INFORMATION:

OWNER: Pacific Rental Properties, LLC
800 Ellendale Dr. OFC
Medford, OR 97504

APPLICANT: Same as Owner

AGENT: LaNier Land Consulting, LLC
310 Crater Lake Ave., Ste 103
Medford, OR 97504
(541) 897-3477

APPLICATION: The applicant requests a code interpretation for a "Similar Use" regarding parking lot use on privately owned land zoned C-1-D, located at Township 39S, Range 1E, Section 9BB, Tax Lots 10100, 10600 and 10801; 40 N Main St, Ashland, Oregon.

The Ashland Plaza Mall, which has historically been used by downtown visitors, customers, and employees of neighboring businesses since the 1960s. Over time, the parking lot has functioned as an informal public parking resource supporting the surrounding commercial areas.

In recent years, the property owner and tenants have experienced a significant increase in unauthorized overnight occupancy and related activities within the parking lot. Reported issues have included camping, sanitation concerns, drug use, unleashed animals, open fires, and other activities that have resulted in safety concerns for tenants, customers, and neighboring property owners. These conditions have generated complaints from tenants, their patrons, and surrounding businesses.

To address these concerns while maintaining the parking lot's longstanding role as a downtown parking resource, the applicant proposes implementing a managed pay-to-park system with time-based parking tiers. The purpose of the system is to allow continued public access to the parking facilities while establishing a mechanism to support active management and enforcement of parking regulations.

Procedurally, the Applicant continues to have concerns regarding how this application has evolved. The Applicant participated in a pre-application conference with Staff, followed the direction provided by the City, and submitted a Type I "Similar Use" interpretation request based on the straightforward language and definitions contained within the Ashland Municipal Code. Rather than processing the request through the standard interpretation procedure, the matter was elevated into a broader legislative proceeding focused on generalized policy concerns and potential future code amendments.

The Applicant's request, however, remains narrow and fact specific. The proposal simply asks the City to interpret whether the proposed use falls within the existing definition of "Public Parking Area or Lot," or alternatively qualifies as a similar use under the current code framework. The Applicant is not requesting a legislative amendment or seeking to create a new land use category. Given the clear definition already contained in the ordinance, the Applicant remains concerned that the proceeding has shifted away from interpretation of the adopted code language and into broader policy discussions regarding whether the City should permit such uses in the future.

While the City may ultimately choose to consider legislative amendments to regulate parking differently moving forward, those policy considerations should not prevent application of the ordinance as it currently exists today.

II. STAFF REBUTTAL:

In the C-1-D zoning district, Public Parking is an allowed use. The property owner seeks to allow the existing Ashland Plaza Mall parking area to operate as a public parking facility open to the general public, with parking available for a fee. Planning Staff has taken the position that the proposed use constitutes a "Private Parking Area," which is not permitted as a primary use within the zone. While the Applicant disagrees with Staff's interpretation, Staff recommended pursuing a formal code interpretation to determine whether the proposed use qualifies as Public Parking, or alternatively, whether it is sufficiently similar to Public Parking under the Ashland Land Use Ordinance.

The City's interpretation improperly rewrites the adopted ordinance. The Ashland Land Use Ordinance defines "Public Parking Area or Lot" as "a parking area available to the public, with or without payment of a fee." The proposed use satisfies that definition precisely. Nothing in the ordinance requires public ownership, governmental control, or municipal operation. Staff's interpretation inserts requirements that do not exist in the adopted code and replaces the City's enacted definition with a new policy preference. If the City wishes to narrow the definition of "Public Parking" in the future, it may do so legislatively, but it may not accomplish that result through interpretation in this proceeding.

The Applicant is simply requesting that the City interpret the proposed use as falling within the existing definition of "Public Parking Area or Lot" under the Ashland Land Use Ordinance and confirm that it is an allowable use within the C-1-D zoning district. The proposal involves opening the existing parking area to the general public, with parking available for a fee, which directly aligns with the ordinance definition of a parking area "available to the public, with or without payment of a fee." The Applicant is not requesting a code amendment or creation of a new use category, but rather application of the ordinance as currently written so the property owner may proceed with the appropriate land use application for a public parking facility.

There are several areas we need to address in the Staff report provided to us after the Planning Commission Meeting on May 12, 2026.

1. The adopted code definition controls. The City must not ignore their own definitions.
The Ashland Land Use Ordinance already defines "Public Parking Area or Lot" as "a parking area available to the public, with or without payment of a fee." The proposed use fits that definition directly. The City cannot disregard the adopted definition and substitute a new ownership-based standard that does not appear in the ordinance. Ashland Municipal Code Reads:

> *18.6.1.030 Definitions*
> *Parking Area or Lot. Any area inside, under, or outside of a building or structure, designed and used for parking motor vehicles, including parking lots, garages, or structures.*
> - *Private Parking Area or Lot. A parking area for the exclusive use of the owners of the lot on which the parking area is located or whomever else they permit to use the parking area.*
> - *Public Parking Area or Lot. A parking area available to the public, with or without payment of a fee.*

2. Staff cannot add words to the code.
Nothing in the definition of "Public Parking Area or Lot" requires public ownership, public operation, governmental control, municipal enforcement, or public dedication. Staff's interpretation inserts each of those requirements into the ordinance. That is not interpretation; that would be an amendment. Which is not what we are requesting with this application, strictly just an interpretation to apply for the use of a public parking area.

If Ashland intended "public parking" to mean municipally owned parking, publicly operated parking, or government-controlled parking, then the ordinance would have to say so. Instead, the city expressly defined public parking by accessibility available to the public. Staff's interpretation improperly replaces the enacted definition with a policy preference unsupported by the ordinance text.

3. The proposal is not "private parking" as defined.
The code defines private parking as parking for the exclusive use of the property owner or whomever the owner permits. The proposed use is not exclusive tenant, owner, or accessory parking. It would be made available to the public, with or without payment of a fee, which is exactly how the ordinance defines public parking.

The city tries to say that because the owner controls the property it is private. But every privately owned public accommodation is still privately owned, for instance hotels, theaters, restaurants, retail stores. The Code definition is not based on title ownership [Emphasis Added]. It is based on functional availability. Private Parking by code Definition is not what we are proposing to do. The owner wants to make it open to the public.

4. The City's policy concerns cannot override the text.
Staff's concerns about downtown redevelopment, surface parking, and pedestrian-oriented development are legislative policy arguments. Those concerns may support a future code amendment, but they do not allow the city to rewrite the current definition through an interpretation proceeding.

5. State towing statutes do not determine zoning use classifications.
Saff and the City Attorney place significant emphasis on the fact that enforcement of the proposed parking facility would occur through private-property towing statutes under ORS Chapter 98 rather than through municipal parking enforcement mechanisms. However, the existence of private towing authority does not determine or transform a land use classification under the zoning ordinance.

ORS Chapter 98 governs towing and enforcement procedures on privately owned property. It is not a land use statute and does not define whether a parking facility qualifies as "Public Parking" under the Ashland Land Use Ordinance. If the City's interpretation were accepted, then any privately owned parking facility open to the general public would automatically be excluded from the definition of Public Parking solely because the underlying property remains privately owned. That limitation does not appear anywhere in the ordinance.

The Ashland Land Use Ordinance already provides the controlling definition. A "Public Parking Area or Lot" is defined as "a parking area available to the public, with or without payment of a fee." The ordinance does not require public ownership, governmental control, or municipal enforcement authority. By importing concepts from ORS Chapter 98 into the zoning code, Staff effectively adds requirements that do not exist in the adopted ordinance.

The relevant question before the City is **not** who owns the property or who has towing authority. The question is whether the parking area is available to the public, with or without payment of a fee. Because the proposed use satisfies that definition directly, the existence of private towing authority is irrelevant to the zoning interpretation at issue in this proceeding.

6. The City chose an access-based definition, not an ownership-based definition.
If the City intended "Public Parking" to apply only to parking facilities owned or operated by a governmental entity, the ordinance could have expressly stated that requirement. It does not. Instead, the Ashland Land Use Ordinance defines "Public Parking Area or Lot" as a parking area "available to the public, with or without payment of a fee," establishing a definition based on public availability rather than ownership or operational control.

7. Staff's interpretation creates uncertainty.
Staff's interpretation creates unnecessary uncertainty in the administration of the Land Use Ordinance. Property owners and applicants are entitled to rely on the plain language of adopted code provisions and definitions when evaluating allowable uses and development opportunities. Here, the ordinance expressly defines "Public Parking Area or Lot" as "a parking area available to the public, with or without payment of a fee." The Applicant relied on that language in pursuing this proposal. If the City may later narrow or reinterpret clear ordinance definitions based on policy concerns or unstated assumptions regarding ownership or operational control, the code becomes unpredictable and difficult to administer consistently and fairly.

Property owners and applicants must be able to rely on the plain language of the code. If clear definitions can be narrowed after the fact based on unstated policy preferences, the ordinance becomes unpredictable and difficult to administer fairly.

8. A code amendment is the proper remedy if the City wants a different rule.
If the City believes that "Public Parking" should be limited only to government-owned or government-operated facilities, the appropriate remedy is a legislative code amendment, not a reinterpretation of the existing ordinance language. The City retains full authority to amend its code prospectively if it wishes to adopt a narrower definition or impose additional standards on privately operated parking facilities. Until such amendments are adopted through the legislative process, however, the current ordinance must be applied as written.

III. SUMMARY:

In the C-1-D zoning district, Public Parking is an allowed use. The Applicant seeks an interpretation confirming that the existing Ashland Plaza Mall parking area qualifies as Public Parking, or alternatively as a similar use, so that the property owner may proceed with the appropriate land use application. The Applicant is not seeking approval of a parking facility through this proceeding, nor is the Applicant requesting a code amendment or the creation of a

new use category. Rather, the request is limited to interpretation and application of the existing Ashland Municipal Code.

The Applicant followed the process outlined by the City, participated in a pre-application conference, and submitted a request for interpretation based on the definitions already contained within the Ashland Municipal Code. The question before the City is therefore straightforward: whether a parking area that is open to the general public, with parking available for a fee, falls within the City's adopted definition of "Public Parking Area or Lot."

The Ashland Municipal Code defines a Public Parking Area or Lot as "a parking area available to the public, with or without payment of a fee." The proposed use satisfies that definition directly. In contrast, the code defines Private Parking as parking intended for the exclusive use of property owners, tenants, or others specifically permitted by the owner. Because the Applicant proposes to make the parking area available to the general public, the proposal aligns with the definition of Public Parking rather than Private Parking.

Staff's interpretation is based primarily on ownership and operational control rather than the language of the ordinance itself. However, nothing in the adopted definition of Public Parking requires public ownership, governmental operation, municipal enforcement authority, or governmental control. By introducing those concepts into the analysis, Staff effectively adds requirements that do not exist in the ordinance and substitutes a new ownership-based standard for the City's existing access-based definition.

The Applicant respectfully submits that the City's adopted definitions must control. Property owners and applicants are entitled to rely on the plain language of the ordinance when evaluating allowable uses. If the City intended Public Parking to be limited to government-owned or government-operated facilities, it could have expressly included those requirements in the code. It did not. Instead, the City adopted a definition based on public availability and expressly contemplated parking available with payment of a fee.

Similarly, Staff's reliance on private-property towing statutes under ORS Chapter 98 is misplaced. Those statutes govern towing and enforcement procedures on private property; they do not establish land use classifications under the Ashland Municipal Code. The relevant question before the City is not who owns the property or who possesses towing authority, but whether the parking area is available to the public with or without payment of a fee.

Finally, many of the concerns raised in the Staff Report regarding redevelopment patterns, downtown vitality, transportation policy, and future regulation of parking facilities are legislative policy issues that may be considered if the City chooses to amend its code in the future. Those concerns, however, do not alter the plain language of the ordinance currently before the City. If the City wishes to narrow the definition of Public Parking or impose additional requirements on

privately operated parking facilities, the appropriate remedy is a legislative amendment. Until such amendments are adopted, the existing ordinance should be applied as written.

For these reasons, the Applicant respectfully requests that the City interpret the proposed use as Public Parking, or alternatively as a similar use to Public Parking, under the current provisions of the Ashland Municipal Code and allow the Applicant to proceed with the appropriate land use application.

Based on this information, the applicant respectfully requests approval of this application.

RESPECTFULLY SUBMITTED,

Megan LaNier
LaNier Land Consulting, LLC

LaNier Land Consulting, LLC
Phone: 541-879-3477 Fax: (541) 500-1826
310 Crater Lake Ave., Suite 103 – Medford, OR 97504
web: www.lanierconsultingor.com email: megan@lanierlandconsulting.com

June 15, 2026

Planning Commission and City Council
City of Ashland
51 Winburn Way
Ashland, OR 97520

RE: PA-T1-2026-00297 – Request for Continuance

Dear Chair, Commissioners, Mayor, and Councilors:

On behalf of the Applicant, Pacific Rental Properties LLC, we respectfully request a continuance of the June 16, 2026, hearing for the above-referenced application.

The Applicant intends to submit supplemental information into the record responding to the Staff Report and issues raised during the Planning Commission proceedings. Unfortunately, due to an emergent scheduling conflict, the Applicant and the Applicant's representative are unable to attend the June 16 hearing at 6 pm.

Given the nature of the application and the additional information being prepared for the record, the Applicant respectfully requests a continuance to a future hearing date so that we may provide oral testimony for the Council's consideration and be able to answer any questions they may have.

Thank you for your consideration of this request. We respectfully ask that this matter be continued to the next available hearing date, date and time certain.

Sincerely,

LaNier Land Consulting, LLC
Agent for Pacific Rental Properties LLC

From: noreply@civicplus.com
To: Ashland City Recorder
Subject: Online Form Submittal: City Council Public Comment Form
Date: Monday, June 15, 2026 10:18:50 PM

[EXTERNAL SENDER]

City Council Public Comment Form

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

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

Full Name	Echo E Fields
Meeting Date	06/16/2026
Email Address	[redacted]
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Manufactured Home Park Zoning
Comments (Leave this section blank if you are requesting to speak electronically.)	See below attached file testimony re Public Hearing and First Reading of Ordinances 3296, 3297, 3298, and 3306 Establishing the Manufactured Home Park Zone (MHPZ)
Upload a file or image	2026 Manuractured Housing Zone.docx

Email not displaying correctly? View it in your browser.

2026 June 15

From: Echo Fields. Ashland resident.

Public testimony Council Business Meeting June 16 *re: Public Hearing and First Reading of Ordinances 3296, 3297, 3298, and 3306 Establishing the Manufactured Home Park Zone (MHPZ), Amending Manufactured Housing Development Standards, Adopting Related Comprehensive Plan and Zoning Map Amendments, and Establishing, Manufactured Home Park Resident Protections, I support the proposed manufactured home park zones in Ashland*.

Zone changes to protect existing manufactured home parks and to identify areas where new manufactured units/developments could be built have been in the works since 2021, starting with the Ashland Housing Capacity Analysis (HCA), then our Housing Production Strategy (HPS). Having been one of the people involved in the past in some of these meetings, I learned that local manufactured home zones can support the cultural and demographic diversity in our City.

The current proposed ordinance changes support the goal of providing diverse housing types, "middle housing." We know that we lack housing that is attainable and affordable for residents at all income levels. Manufactured housing units were identified in the HCA and HPS as among ways to respond to our affordability crisis.

State policy (for example ORS197.303) mandates cities to diversify the types and price points of housing. Public input from various stakeholders was part of the HCA and HPS working groups process. What Council sees in your packet is the fruit of 5 years of work by the HCA and HPS working groups, the Ashland housing program & planning staffs, the Housing and Human Services Advisory Committee, and the MHPZ Management Advisory Committee.

State policies matter, too. State or federal legislation can mitigate the impact of the "financialization of housing:" i.e. private equity firms that buy existing older "mobile home" parks, raise space rents (often as much as $1000/month now), push out residents who can't pay, then profit from converting parks to uses that make profit for investors. As the "mom & pop" owners of older parks age and retire, private equity or hedge funds too often swoop in. States and cities must act to put guardrails on profiteering and maintain existing manufactured home stock.

Policies that encourage park residents to form co-operative ownership are another strategy. Representative Pam Marsh has been a leader in those efforts here in Oregon. I

am pleased to see that there is discussion by Council on how we can make those efforts possible.

Non-profit developers also play a key role: CASA of Oregon, Coalicion Fortaleza, Age + have been role models in Talent and in Phoenix where manufactured homes were lost in the Almeda Fire. The manufactured, modular homes at the former Talent Mobile Estates and at the Oro Vista community off Hwy 99 in Talent are examples of the quality and appearance of today's factory-built housing. They can be built far more quickly than "stick-built" construction, use better materials, and comply with fire codes and climate-friendly policies.

I encourage the Council to see Ashland's manufactured home park zones should be seen in this larger context. There are no magic wands for rapidly building the "middle housing" and attainable housing types we know we need. But these zoning changes are one step we CAN take.

From: noreply@civicplus.com
To: Ashland City Recorder
Subject: Online Form Submittal: City Council Public Comment Form
Date: Monday, June 15, 2026 8:11:16 PM

[EXTERNAL SENDER]

City Council Public Comment Form

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

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

Full Name	Cate Hartzell
Meeting Date	6/16/26
Email Address	[redacted]
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Mobile Home Zoning Public Hearing
Comments (Leave this section blank if you are requesting to speak electronically.)	The MANUFACTURED HOUSING COMMUNITIES OF OREGON (MHCO) submitted a letter to the Ashland City Council and Mayor requesting additional time to: 1. Review the full text of all three proposed ordinances in detail; 2. Consult with park owners and operators directly affected by the proposed rezoning; 3. Assess consistency with state law, including HB 4064, ORS 197.478, and ORS 446; 4. Prepare substantive written comments for the record. An industry interest group with paid staff and a budget is asking for an exception. They want to stop a legally noticed and

convened public process that has drafted legislation that:
• Directly responds to the top priority in Ashland's published Housing Production Strategy
• Is similar to that adopted in 2019 in Portland, OR.
Their arguments (in italics) fall into categories that I group below. I provide some factual information and my analysis.

DISCRIMINATORY:
"Singling out manufactured home communities for a separate zone is discriminatory."
No protected class is mentioned in the argument and I'm aware of no similar letter from MHCO arguing against Ashland's zoning laws that historically forbid new mobile home parks, manufactured homes or tiny homes, etc. The link below accesses a useful guide for municipal decision makers on exemptions to the Fair Housing Act that applies to zoning and land use. For example, housing for older persons is exempt from the portion of the Fair Housing Act that prohibits discrimination against families with children.
https://www.equalhousing.org/resources/fair-housing-guide-for-local-governments-25-pages/

RENT CONTROL
"Rent control combined with a restrictive MHP zone creates an unconstitutional squeeze on park owners."
"The combined effect of rent control and MHP zoning may constitute a regulatory taking."
"Rent control already discourages the reinvestment these communities need."
"Oregon's rent control law was never designed to work in tandem with use-restrictive zoning."

The question has been settled on this matter. The Oregon Legislature has adopted legislation on rent control in Mobile home parks. SECTION 1. ORS 90.324 was finalized through Oregon State Legislature on 9/1/25:
"Relating to residential tenancies for a space in a facility; amending ORS 90.324, 90.545, 90.600 and 90.680; and declaring an emergency.
(1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed [by ORS 90.323 (2) or 90.600 (1)] for the following calendar year:
(a) For tenancies subject to ORS 90.600 (1) in facilities with more than 30 spaces, as six percent. (b) For tenancies subject to ORS 90.600 (1) in facilities with 30 or fewer spaces or for tenancies subject to ORS 90.323, as the lesser of: [(a)] (A) Ten percent; or [(b)] (B) Seven percent plus [the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States

Department of Labor] CPI.

UNINTENDED CONSEQUENCES:
“A standalone MHP zone may trigger closure and conversion pressure rather than prevent it.”
The legislation is designed to protect and retain Mobile Home Parks, so the argument for this impact is weak.

“The ordinance does not address the root cause of park closures. …The primary driver of park closures in Oregon is economic pressure.”
“Re-zoning may complicate financing and insurance for park owners.”

The MHCO isn’t a new association and it lobbied against the adoption of Portland’s legislation protecting Mobile Home Parks. If MHCO has information documenting financing and insurance closure issues that resulted from Portland or other cities’ protections, their letter to the City Council would have been the optimal way to enter it on 6/15/26 into an ongoing planning process with a public hearing on 6/16/26. The absence of that and other documentation of its objections should not be inflated to anything more than it is.

GENERIC ARGUMENTS AGAINST ANY REGULATION:
“Clear and objective standards” can become barriers to redevelopment and investment.”
“The ordinance lacks a meaningful hardship or exit provision for park owners.”
“The ordinance was developed without a comprehensive economic impact analysis.”

Much zoning is changed and adopted without comprehensive economic impact analysis. This legislation doesn’t prevent mobile park owners from selling their property.

“Increased density allowances could destabilize existing communities.”
In its opposition to Portland’s parallel legislation protecting mobile home parks, MHCO argued that converting mobile home parks to high-density apartments is a positive strategy to create affordable housing. The proposed legislation defines a pathway for resident-purchases and property sales.

“Community-serving uses” is vague and undefined.”
This is answered somewhat in a subsequent objection:
“Conflict with state preemption under ORS 446. Oregon’s manufactured dwelling park statutes (ORS 446) establish statewide standards for park development and operation.”

“The ordinance sets a precedent that other Oregon cities may

follow."
Portland adopted a similar zoning in 2019; Ashland's proposal is a response to a national shortage of low- and middle-income housing. It's not surprising that an association of land owners is advocating for landowners. Alternative strategies that respond to community needs have not been forthcoming from the housing industry over the past 30 years, (other than Habitat for Humanity-type programs).

"Residents themselves may be harmed by well-intentioned restrictions."
"The process has lacked adequate notice and stakeholder engagement."

This legislation is the top priority on Ashland's Housing Production strategy, has been the subject of many meetings (with notes available online) and has had at least one Planning Commission Public Hearing. Local owners and operators were notified, were asked to be part of the process and adjustments in the proposal were made in response to their input.

"The city has not demonstrated that existing zoning tools are inadequate."
The market has demonstrated that existing zoning tools are inadequate to protect this housing. The City has no obligation to pass alternative types of legislation and wait 10 years to see if the market responds favorably.

CONCLUSION:
"MHCO stands ready to work collaboratively with the City of Ashland on these issues."
Sending a letter at the eleventh hour to stop what has been an open, visible process is not collaboration. Their letter lacks any constructive information or suggestions that respect where the process is at.

"We simply ask for a fair opportunity to participate meaningfully in the process."

Presumably, at least one local mobile park owner in Ashland and Ashland's UGB is a member of MHCO and notified the association of this initiative when it started years ago. The association is funded specifically to monitor legislation across the state; MHCO weighed in on Portland's legislation. Nothing prevented them from participating in Ashland's multi-year effort. Either they seriously dropped the ball, or have membership they don't communicate with, or are exercising a tried and true method to derail a local community's process to protect its residents.

"Decisions of this magnitude deserve the time and deliberation

necessary to get them right. We respectfully urge the Commission and Council to continue this hearing to a date that allows for proper notice, stakeholder engagement, and thorough legal and economic review of the proposed ordinances."

Proper notice was given, stakeholders were informed and invited. It's presumptive for the association to assert that legal review is missing.

Upload a file or image	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: Steve Wise
To: City of Ashland Public Testimony; Scott Fleury
Cc: Paul Belson; Kristi Mergenthaler
Subject: Imperatrice land conservation recommendations
Date: Thursday, June 11, 2026 4:48:58 PM
Attachments: SOLC Imperatrice letter 6-26.pdf

[EXTERNAL SENDER]

Dear Scott and City Council,

Please see the attached regarding SOLC's ideas regarding conservation of the Imperatrice lands. Please let me know if you have questions or any trouble reading the file.

We remain interested in partnering with the City for to secure the exceptional conservation values of this land for the community and its future.

Thank you,

-=- Steve

--
Steve Wise, Executive Director
he | him | ours
Office: 541. 482. 3069 ext. 102
www.landconserve.org

Southern Oregon LAND CONSERVANCY

PO BOX 954, ASHLAND, OR 97520 / 541 482 3069 / LANDCONSERVE.ORG

June 11, 2026

City Council &
Scott Fleury
Director
Department Public Works
City of Ashland

Dear Scott and City Councilors:

Southern Oregon Land Conservancy (SOLC) is writing to reiterate our support for conservation of the Imperatrice property and our interest in exploring potential conservation scenarios to permanently secure the numerous natural and scenic values the land represents. We have encouraged this path in past reviews, and continue to see conservation of this land as a unique opportunity to secure the permanent public benefits of Imperatrice's large open space, an outstanding city viewshed, natural habitats, and rare species.

As we stated at the prior public hearing, SOLC encourages the City to maintain the entire 876-acre Imperatrice land as a single, combined property in any surplus transaction. Conservation of the entire area as a single ownership with consistent conservation management has greater ecological value than partition of the irrigated lower area from the upper dryland segment. The irrigated land has conservation value while managed as working land for grazing or other agriculture.

SOLC has been exploring funding sources, and we believe we can assemble sufficient financial resources to acquire the entire Imperatrice land assemblage. Although we would seek to respond to whatever process the City determines to surplus the land, we would encourage consideration of a multi-year lease-to-own or other staged payment structure, as time may be required to work through sometimes lengthy public agency grant application procedures, and associated transaction due diligence.

As noted in past city studies and SOLC's assessments, the Imperatrice land fulfills a number of exceptional conservation values whose protection represent a once-in-a-lifetime value for the city and its future.

The Imperatrice lands conservation values include:

- its extensive grasslands, sensitive and rare native plants, and oak woodlands and savannahs, possibly the largest such undeveloped, low elevation grassland in our region, and its place as a central open space natural area in the city's viewshed;
- a refuge of several rare native plants, as well as a population of threatened grasshopper sparrows, confirmed in recent field surveys, and as a migration corridor identified by ODFW for deer, elk, birds, pollinators and other priority wildlife;

Board of Directors: Dan Thorndike, President; Molly Morison, Vice President; Heather Hickmann, Treasurer; Gordon Gray, Secretary; Jordan Bruyn-Fry; Ingrid Edstrom; Jim Huber; Dan Kellogg; Erica Ledesma; Stasie Maxwell; Donald Rubenstein; Kris Wall. **Trustee Council**: Karen DeBoer; Paul Imperia, MD; Dan O'Connor; Sarah Sameh; Karen Smith; Nancy Tait; Sam Whitford. **Staff:** Jennifer Abdo, Marketing and Communications Manager; Paul Belson, Conservation Project Manager; Rebekah Bergkoetter, Stewardship Manager; Macy Canete, Office Manager; Alex Liston Dykema, Attorney; Paige Gerhard; Event and Volunteer Coordinator; Tara Laidlaw, Education Program Manager; Kristi Mergenthaler, Stewardship Director; Myco Schroeder, Education and Engagement Specialist; Wyatt Stein, Land Steward; Steve Wise, Executive Director.

- grasslands serving as highly effective carbon sinks, with value for climate resilience, a city and global policy priority;
- the potential for managed public trail access, that can be restored in a conservation outcome along with its ecological services, both of which SOLC would prioritize in our management.

We would also recommend that if partitioned, the upper Imperatrice area would require a defined access easement from the lower acreage. Also, a deed restriction prior to any sale by the City preventing subdivision and limiting residential or infrastructure development would be a useful step to ensure conservation if the city puts the land out for open bid. If the council decides to partition and sell the lower irrigated acreage separately, securing a conservation easement prior to a sale would be the strongest way to restrict subdivision and development, while encouraging continued agricultural use, as a workable step toward conservation.

SOLC remains very interested in exploring conservation opportunities and funding arrangements for a potential Imperatrice land purchase. We would be pleased to discuss potential conservation futures for Imperatrice, and hope the city moves forward on a path that directs this extraordinary land to permanent conservation status.

Thank you for considering a conservation future for the Imperatrice land. SOLC looks forward to collaborating to secure its grasslands, forests, open vistas and habitats is a deserving outcome for this land and the people of Ashland and the Rogue Valley.

Sincerely,

Steve Wise

Steve Wise,
Executive Director

Cc: City Council

From: Mike D
To: City of Ashland Public Testimony
Subject: Imperatrice
Date: Friday, June 12, 2026 8:32:07 AM

[EXTERNAL SENDER]

Hello. I'm writing to express my support for the conservation of the entire Imperatrice parcel. I realize the temptation to maximize monetary returns during this challenging budgetary situation, however that is looking at the snapshot, not the video. If the parcel is segmented and developed the people of Ashland will never get that back. What I'm referring to is the scenic viewshed available in most/all of Ashland along with the conservation of imperiled species and opportunities for public recreation. You can't put a price on these attributes and once it's gone it's gone forever. Thanks for your consideration and support in preserving this invaluable social and ecological treasure.

/s/ Michael Derrig
Ashland, OR

From: Pat Acklin
To: City of Ashland Public Testimony
Subject: Information for June 16 Executive Session
Date: Monday, June 15, 2026 8:22:46 PM

[EXTERNAL SENDER]

June 15, 2026

Dear Mayor and Council Members:

I am writing to ask you to postpone a decision to sell the Imperatrice Property. The time is right to ask the citizens of our community to pitch in to help preserve this important property. The Southern Oregon Land Conservancy (SOLC) is just the group to accomplish this task.

SOLC has been working on this for quite some time. When saving this letter in my computer, I found another letter entitled "Imperatrice Letter to Council, 2014." It was a follow up to a presentation SOLC made to the Council in a Study Session regarding Conservation Easements when I was SOLC Board President. Prior to the meeting I met with every Council Member and the Mayor, all of whom agreed that conservation of this property was a worthy pursuit. Later that year SOLC moved to acquire the 352-acre Rogue River Preserve, postponing activity on the Imperatrice project and the City had other priorities. I also found an earlier City of Ashland document dated 2009 discussing a conservation easement on this property. This has been under discussion for over 17 years!

I confess that as a member of the City Council (14 years!) who chose to acquire this land, I realized that in addition to the property being a good candidate for land irrigation with treated wastewater (another story), this project would ensure that the viewshed of our city would remain uncluttered by housing and outbuildings with security lighting, crisscrossed by roads and driveways.

The property, in addition to being the viewshed of the City, is also home to endangered plants and animals. The Round-leaf filaree, listed as "Threatened, Endangered or Extirpated from Oregon," and the Southern Oregon buttercup, endemic to Jackson County and a candidate for state listing, are both present. There are also important native grass species. And there are birds, grasshopper sparrows, a Species of Greatest Conservation Need in the Oregon Conservation Strategy, listed as Sensitive and Vulnerable by the Oregon Department of Fish & Wildlife. Conserving this property and these species fits well with the values of our citizenry. Here is a chance for us all to put these values into action.

Past Councils were called upon to make courageous decisions that turned out to be visionary. Think of the Council that preserved the housing lining North Main and Siskiyou Boulevard. There was strong pressure to change the zoning to commercial to reap the benefits of property tax revenue and strip development but they resisted. Their decision, in a word, visionary. Please join them by embracing the vision of conservation for this property. Let's work together to save this important landscape.

Pat Acklin
Former Member and President, Ashland City Council
Past President, Southern Oregon Land Conservancy Board

From: Hank Hampton
To: City of Ashland Public Testimony
Subject: MHPZ Hearing by Council on June 16, 2026
Date: Saturday, June 13, 2026 8:16:10 PM

[EXTERNAL SENDER]

To: Mayor Tonya Graham and Members of the Ashland City Council:

My name is Hank Hampton and I am the General Manager of Wingspread Mobile Home Park, [redacted], Ashland, Oregon. The Hampton family have been stewards of Wingspread for the past 49 years, taking pride in providing affordable and enjoyable living spaces for our tenants occupying the 116 homes there, several of whom have been there for decades.

All of these years, we have been governed the current R-2 zone with a specific subset for mobile home parks. Now, with this targeted ordinance effectively freezing the zoning to Mobile Home Parks, you are taking away our ability to ever change the housing usage, regardless of the situation. The Park is over 60 years old.

While strictly limiting our usage of this 20-acre site, you are at the same time effectively placing a moratorium on our selling it by extending the timeline for tenant response from 15 days to 6 months. Oregon law strictly prohibits a City from altering, extending, or disrupting the sale of mobile home parks in the manner contemplated by ORS 90.842. The proposed 6-month delay for a tenant response to a first refusal offer, while the buyer is supposed to stand by for that long, is totally unreasonable and confiscatory. The law already allows tenants 15 days to form a committee and start their process, then they have and additional 90 days to form their entity, line up the financing, and make their offer. The State will be helping them along the way and would likely provide the financing. The 15-day notice has been the law for a while and seems to have worked regarding other tenant-owned communities in Oregon.

This proposed zone change will effectively render Wingspread as a Nonconforming Use, subject to possibly severe and expensive consequences if not administered correctly, or with bias. For that

reason we are formally requesting that explicit "Safe Harbor" language be integrated into the final text of the proposed Manufactured Home Park Zone (MHPZ) Ordinance. Specifically, we request an absolute exemption from retroactive fire lane, street width, and hydrant radius overhauls when a pre-HUD park undertakes critical in-kind maintenance and modernization of its existing underground utility systems. Our park plans to invest significant private capital to replace our 60-year-old water mains and laterals in order to secure environmental safety and utility reliability for our 116 families. To make this vital infrastructure reinvestment viable and be able to obtain financing for it, the MHPZ text needs to explicitly clarify that the direct repair, replacement, or upgrading of existing utility footprints does not constitute a "site alteration," "new development," or "change of use," and shall not trigger mandatory, retroactive compliance reviews by Fire District #3 or the Planning Division.

Thank you for consideration of these comments.

Could you please confirm receipt of this email/letter for presentation at the June 16 meeting.

Sincerely,

Hank Hampton
General Manager, Wingspread Mobile Home Park

and for: Henry Hampton, Managing Partner, Wingspread, LLC
Joshua Hampton, Partner, Wingspread, LLC
Jane Rice, Partner, Wingspread, LLC

From: Marisue Crystal
To: City of Ashland Public Testimony
Subject: proposed sale of Imperatrice property
Date: Tuesday, June 09, 2026 12:16:04 PM

[EXTERNAL SENDER]
Admittedly, I am not a resident of Ashland. I live in Grants Pass. However, I strongly believe that what happens to our forests and our open spaces affects all Oregonians. Especially in these fraught times where the agencies that oversee our public lands are being "reorganized" in very detrimental ways..
So...I am appealing to this City Council to keep this land, which is home to many species of plants, animals,birds, etc, undeveloped. Please sell this property to an organization(s) like the Southern Oregon Land Conservancy, so that this valuable natural area can continue to support the species that live there and the hearts of all of us.

Thank you for your consideration,

Marisue Crystal
[redacted]

From: Douglas Davis
To: City of Ashland Public Testimony; Bruce Davis
Subject: Proposed zoning changes for Mobilehome parks
Date: Monday, June 15, 2026 5:05:47 PM

[EXTERNAL SENDER]

Please postpone action on the pending changes until adequate time is allowed for the four park owners to review the hundreds of pages of documents. It sounds like there are issues that that could cost us hundreds of thousands of dollars and seriously affect our property rights. We have provided an affordable housing alternative in Ashland for 27 years at Siskiyou Village. It is incredible that we have not been contacted for input to the proposed ordinances. After more than 40 years experience owning and operating mobilehome parks in three states, we have our opinions on what, if anything, needs to be changed. Our one and only contact from the city was notice of hearings received May 26, 2026. After retrieving it from my inbox, I see that comments were due by 10:00 am on June 1th for the planning commission hearing, **which is 3 days after first being notified!** The city council meetings also have extremely short lead times. Why is it scheduled to be rammed through so quickly? Somewhere in the 8 page notice it refers us to a 140 page document to review! Impossible. The statewide Manufactured Housing Communities of Oregon (MHCO) sent an urgent message after normal business hours Friday night urging opposition. There is simply not enough time to adequately review the proposals. How long has the city been working on this?

The four or five affected park owners will be the most impacted. Please give us a reasonable amount of time to study the documents and respond accordingly.

Sincerely

Douglas Davis
Co-General Partner of the owner of Siskiyou Village [redacted]

From: noreply@civicplus.com
To: Ashland City Recorder
Subject: Online Form Submittal: City Council Public Comment Form
Date: Monday, June 15, 2026 4:59:51 PM

[EXTERNAL SENDER]

City Council Public Comment Form

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

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

Full Name	Rich Rohde
Meeting Date	June 15, 2026
Email Address	[redacted]
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Manufactured Home Zone Ordinance
Comments (Leave this section blank if you are requesting to speak electronically.)	With only 24hrs before the city council is set to vote on our Manufactured Home Park Zoning Ordinance the MH Park Owners have sent a letter of opposition that is filled with such BS. The lawyers of the powerful think and often do is to come in at the very end of a community policy process with confusing information that tries to stop good community improvements and policy. I get extremely mad to see this kind of odious politics. There is so much disinformation that it hard to address each issue. We have already had a very serious and comprehensive process led by local community people from different interest areas.

	What I would like to see is that our city council and staff see this as a useless and duplicitous letter as wrong, and not the kind of politics we do in Ashland
Upload a file or image	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: Cate Hartzell
To: City of Ashland Public Testimony
Subject: Testimony for Mobile Home Park zoning
Date: Monday, June 15, 2026 8:24:20 PM

[EXTERNAL SENDER]
Sending in case the online submission failed:

The MANUFACTURED HOUSING COMMUNITIES OF OREGON (MHCO) submitted a letter to the Ashland City Council and Mayor requesting additional time to:

1. *Review the full text of all three proposed ordinances in detail;*
2. *Consult with park owners and operators directly affected by the proposed rezoning;*
3. *Assess consistency with state law, including HB 4064, ORS 197.478, and ORS 446;*
4. *Prepare substantive written comments for the record.*

An industry interest group with paid staff and a budget is asking for an exception. They want to stop a legally noticed and convened public process that has drafted legislation that:

- **Directly responds to the top priority in Ashland's published Housing Production Strategy**
- **Is similar to that adopted in 2019 in Portland, OR.**

Their arguments (in *italics*) fall into categories that I group below. I provide some factual information and my analysis.

DISCRIMINATORY:

Singling out manufactured home communities for a separate zone is discriminatory.

No protected class is mentioned in the argument and I'm aware of no similar letter from MHCO arguing against Ashland's zoning laws that historically forbid new mobile home parks, manufactured homes or tiny homes, etc. The link below accesses a useful guide for municipal decision makers on exemptions to the Fair Housing Act that applies to zoning and land use. For example, housing for older persons is exempt from the portion of the Fair Housing Act that prohibits discrimination against families with children.

https://www.equalhousing.org/resources/fair-housing-guide-for-local-governments-25-pages/

RENT CONTROL

Rent control combined with a restrictive MHP zone creates an unconstitutional squeeze on park owners.

The combined effect of rent control and MHP zoning may constitute a regulatory taking.

Rent control already discourages the reinvestment these communities need.

Oregon's rent control law was never designed to work in tandem with use-restrictive zoning.

The question has relatively been settled on this matter. The Oregon Legislature has adopted legislation on rent control in Mobile home parks. SECTION 1. ORS 90.324 was finalized through Oregon State Legislature on 9/1/25:

"Relating to residential tenancies for a space in a facility; amending ORS 90.324, 90.545, 90.600 and 90.680; and declaring an emergency.

(1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed [by ORS 90.323 (2) or 90.600 (1)] for the following calendar year:

(a) For tenancies subject to ORS 90.600 (1) in facilities with more than 30 spaces, as six percent. (b)

For tenancies subject to ORS 90.600 (1) in facilities with 30 or fewer spaces or for tenancies subject to ORS 90.323, as the lesser of: [(a)] (A) Ten percent; or [(b)] (B) Seven percent plus [the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor] CPI.

UNINTENDED CONSEQUENCES:

"A standalone MHP zone may trigger closure and conversion pressure rather than prevent it."

The legislation is designed to protect and retain Mobile Home Parks, so the argument for this impact is weak.

"The ordinance does not address the root cause of park closures. …The primary driver of park closures in Oregon is economic pressure."

"Re-zoning may complicate financing and insurance for park owners."

The MHCO isn't a new association and it lobbied against the adoption of Portland's legislation protecting Mobile Home Parks. If MHCO has information documenting financing and insurance closure issues that resulted from Portland or other cities' protections, their letter to the City Council would have been the optimal way to enter it on 6/15/26 into an ongoing planning process with a public hearing on 6/16/26. The absence of that and other documentation of its objections should not be inflated to anything more than it is.

GENERIC ARGUMENTS AGAINST ANY REGULATION:

"Clear and objective standards" can become barriers to redevelopment and investment."

"The ordinance lacks a meaningful hardship or exit provision for park owners."

"The ordinance was developed without a comprehensive economic impact analysis."

Much zoning is changed and adopted without comprehensive economic impact analysis. This legislation doesn't prevent mobile park owners from selling their property.

"Increased density allowances could destabilize existing communities."

In its opposition to Portland's parallel legislation protecting mobile home parks, MHCO argued that converting mobile home parks to high-density apartments is a positive strategy to create affordable housing. The proposed legislation defines a pathway for resident-purchases and property sales.

"Community-serving uses" is vague and undefined."

This is answered somewhat in a subsequent objection:

"Conflict with state preemption under ORS 446. Oregon's manufactured dwelling park statutes (ORS 446) establish statewide standards for park development and operation."

"The ordinance sets a precedent that other Oregon cities may follow."

Portland adopted a similar zoning in 2019; Ashland's proposal is a response to a national shortage of low- and middle-income housing. It's not surprising that an association of land owners is advocating for landowners. Alternative strategies that respond to community needs have not been forthcoming from the housing industry over the past 30 years, (other than Habitat for Humanity-type programs).

"Residents themselves may be harmed by well-intentioned restrictions."

The process has lacked adequate notice and stakeholder engagement.

This legislation is the top priority on Ashland's Housing Production strategy, has been the subject of many meetings (with notes available online) and has had at least one Planning Commission Public Hearing. Local owners and operators were notified, were asked to be part of the process and adjustments in the proposal were made in response to their input.

"The city has not demonstrated that existing zoning tools are inadequate."

The market has demonstrated that existing zoning tools are inadequate to protect this housing. The

City has no obligation to pass alternative types of legislation and wait 10 years to see if the market responds favorably.

CONCLUSION:

"MHCO stands ready to work collaboratively with the City of Ashland on these issues."

Sending a letter at the eleventh hour to stop a process is not collaboration. Their letter lacks any constructive information or suggestions that respect where the process is at.

"We simply ask for a fair opportunity to participate meaningfully in the process."

Presumably, at least one local mobile park owner in Ashland and Ashland's UGB is a member of MHCO and notified the association. The association is funded specifically to monitor legislation across the state; they weighed in on Portland's process. Nothing prevented them from participating in Ashland's multi-year effort. Either they seriously dropped the ball, or have membership they don't communicate with, or are exercising a tried and true method to derail a local community's process to protect its residents.

"Decisions of this magnitude deserve the time and deliberation necessary to get them right. We respectfully urge the Commission and Council to continue this hearing to a date that allows for proper notice, stakeholder engagement, and thorough legal and economic review of the proposed ordinances."

Proper notice was given, stakeholders were informed and invited. It's presumptive for the association to assert that legal review is missing.

Council Business Meeting

Date: July 21, 2026

Agenda Item	Resolution 2026-13 - Placing the Fremont Cottonwood at 380 Clay Street on the City of Ashland Heritage Tree List
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE
5 minutes

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

SUMMARY
If approved, the Fremont Cottonwood at 380 Clay Street will be placed on City of Ashland's Heritage Tree list.

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 as 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 the 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 the 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 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.

On April 7, 2026, City Council directed the City Manager to submit a Heritage Tree nomination for the Fremont Cottonwood to the Tree Management Advisory Committee. The City Manager submitted the nomination on April 16th, the Tree Management Advisory Committee reviewed the nomination on April 30th, and have recommended the tree for designation. The attached memo represents the final written recommendation to designate the Fremont Cottonwood as a Heritage Tree.

If Resolution 2026-13 is approved, the Fremont Cottonwood at 380 Clay Street will be placed on City of Ashland's Heritage Tree list.

FISCAL IMPACTS
None

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to approve Resolution 2026-13.

REFERENCES & ATTACHMENTS
1. Resolution 2026-13 Heritage Tree
2. Written Recommendation from Tree Management Advisory Committee
3. Heritage Tree Nomination Packet_380 Clay St

RESOLUTION NO. 2026-13

A RESOLUTION PLACING THE FREMONT COTTONWOOD AT 380 CLAY STREET ON THE CITY OF ASHLAND HERITAGE TREE LIST

RECITALS:

A. Ashland Municipal Code 18.4.5.060 establishes the City of Ashland Heritage Tree designation for trees that are deserving of special status due to distinctive form, size, age, location, species, unique qualities, or historical significance.

B. The Fremont Cottonwood (Populus fremontii) located at 380 Clay Street and referred to as the 'Tree of Hope' is of significant size, age, and importance to the Ashland community.

C. The tree stands approximately 75 feet tall, measures 6 feet in diameter at breast height, and spreads its canopy over 70 to 90 feet. As a fully mature specimen of exceptional stature and community significance, it has prompted substantial citizen efforts to protect it from development and was designated Ashland's Tree of the Year in 2013.

D. The Tree Management Advisory Committee has recommended the Tree of Hope for a Heritage Tree designation.

E. The City of Ashland owns 380 Clay Street and it is the desire of City Council to designate the Tree of Hope as a Heritage Tree.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The "Tree of Hope" Fremont Cottonwood located at 380 Clay Street is designated as a local Heritage Tree and is thus included on the City of Ashland Heritage Tree List.

SECTION 2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this _____day of _____, and takes effect upon signing by the Mayor.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

May 5, 2026

MEMO

RE: Nomination of the Tree of Hope for designation as an Ashland Heritage Tree

To: Admin

From: Aaron Anderson, *Senior Planner*

Background: The Ashland City Council, at its regular meeting on April 7, 2026, directed the City Manager to formally request that the Fremont cottonwood (Populus fremontii) located at 380 Clay Street be considered for inclusion on the City's Heritage Tree list pursuant to AMC 18.4.5.060, in recognition of its significance and contribution to the community.

The Ashland Tree Management Advisory Committee (Tree-MAC) reviewed the April 16th letter from the City Manager at their April 30th meeting. The Tree MAC enthusiastically agree and endorse the Heritage Tree nomination for the 'Tree of Hope' at 380 Clay St.

If there are any questions, please don't hesitate to contact me at 541-552-2052.

Respectfully,

/s/ Aaron Anderson

Aaron Anderson, Senior Planner
City of Ashland, Planning Division
(541) 552-2052 or aaron.anderson@ashland.or.us

ADMINISTRATION
CITY MANAGER'S OFFICE
Sabrina Cotta, City Manager
Jordan Rooklyn, Deputy City Manager

To: Tree Management Advisory Committee
RE: Nomination for Heritage Tree at 380 Clay Street
Date: April 16, 2026

This letter confirms that the Ashland City Council, at its regular meeting on April 7, 2026, directed the City Manager to formally request that the Fremont cottonwood (Populus fremontii) located at 380 Clay Street be considered for inclusion on the City's Heritage Tree list pursuant to AMC 18.4.5.060, in recognition of its significance and contribution to the community. Materials submitted by local citizens, including documentation of the tree's age, size, ecological value, and longstanding community recognition, substantiate its significance and support its eligibility for designation and are hereby attached. As the City of Ashland is the owner of the property at 380 Clay Street, this letter serves as the City's consent as property owner for the nomination and consideration of this tree for Heritage Tree designation.

In the submission of this nomination, I want to give special recognition to community members Cici Brown, Bryan Holley, and Carol Voisin for collecting and preparing the attached nomination materials.

Sincerely,

Sabrina Cotta

Sabrina Cotta
City Manager

ADMINISTRATION
CITY MANAGER'S OFFICE
20 East Main Street
Ashland, Oregon 97520
ashlandoregon.gov
Tel: 541.488.6002
Fax: 541.488.5311
TTY: 800.735.2900
sabrina.cotta@ashlandoregon.gov
jordan.rooklyn@ashlandoregon.gov

Nomination of Fremont Cottonwood
To City of Ashland's Heritage Tree List

We are nominating the Fremont cottonwood (*Populus fremontii*), referred to for many years as the 'Tree of Hope' located at 380 Clay Street, to be added to the City of Ashland's Heritage Tree list based on the language in Ashland Municipal Code Section 18.61.025 (Heritage Trees).

This tree stands 75 feet tall, is 6 feet in diameter at breast height, and spreads its canopy over 70 to 90 feet. Although this species is native to America's southwest, this tree and four others that used to stand with it in a small grove, (now gone) has adapted to Ashland's weather and climate and has survived everything from strong winds to heat domes and extended droughts. A city arborist recently assessed the tree as being healthy with a projected lifespan of at least 50 more years. A tree-coring conducted by an arborist some years ago suggested that the tree might be about 250 years old. As one of the largest and most beautiful trees in Ashland, the Tree of Hope was voted by citizens as Tree of the Year in 2013.

Apart from the pleasure humans derive from appreciating this magnificent tree, it also provides habitat to many bird species and no doubt provides home to many insects as well as a healthy mycelium structure underground. Over the last 20 years, it has also prompted citizen efforts to protect it, with over a thousand signing a petition and many citizens joined in community to lobby elected officials and city staff to save it from development and/or removal. Until the property was fenced, a respected local arborist donated many hours to pruning this tree to keep it healthy and strong. Its location near housing developed by the Housing Authority of Jackson County means it is a landmark and a treasure to the neighbors who live near it.

We are including photographs of the Tree of Hope as well as an online link to a short, locally produced video at YouTube that documents both the tree and citizen efforts to save it. Previous city councilors and city staff knew the history of this tree and citizen efforts to save it, but recent city councils have voted to sell the property with little or no memory of this tree's civic history.

To remedy this loss of historical memory and continuity, we feel the best way to recognize and honor citizen efforts over time to protect this tree is to complete the process by naming it a Heritage Tree. Since this property is owned by the city, we ask the mayor, a councilor, the council or city staff to write a statement that confirms the property owner's support and consent for the nomination and designation. In so doing, the City of Ashland will acknowledge the wishes of many, many citizens and the hope that the Tree of Hope will be permanently protected will finally be realized.

Respectfully submitted,
Cici Brown
Bryan Holley
Carol Voisin

2 Ft. Of Snow 2013

FREMONT COTTONWOOD
(POPULUS FREMONTII)
SELECTED AS ASHLAND'S
TREE OF THE YEAR
2013

Council Business Meeting

Date: July 21, 2026

Agenda Item	Committee Member Appointment to HHSAC
Department	Mayor and Council
From	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 Jack Davis to Position #7 to the Housing & Human Services Advisory Committee Appointment with a term ending December 31, 2029.

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

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

REFERENCES & ATTACHMENTS
1. Davis_ Appointment Application for HHSC_Redacted

From: noreply@civicplus.com
To: Ashland City Recorder; Ashland City Recorder; Dorinda Cottle; Dorinda Cottle
Subject: Online Form Submittal: Appointment Application for City Committee or Commission
Date: Friday, May 08, 2026 2:57:48 PM

[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	Jack Davis
Preferred Pronouns	*Field not completed.*
Committee or Commission You Wish to Serve On	housing and human services committee
Date You Attended a Meeting	*Field not completed.*
Or Date You Will Attend a Meeting	May 28, 2026
I have reviewed the following documents:	Commission and Committee Handbook, Social Media Policy
Address	[redacted]
Phone	[redacted]
Email	[redacted]
Occupation	Lawyer

Educational Background	Ashland schools K-12, bachelor's degree at Rutgers Univ. in New Jersey, law degree at the Univ. of British Columbia in Vancouver
Related Experience	I have lived here virtually all my life, raised two children here, and have been a real estate lawyer in Ashland for 50 years. I have a pretty condensed and extensive experience with life and the people here
Interests	I love this town and would like to do more to benefit the poorest and most challenged who live here; especially those without homes and life's necessities
Availability	I would be open to special meetings and would prefer evenings because I work full time
Additional Information	see above
Signature	Jack Davis

Email not displaying correctly? View it in your browser.

Council Business Meeting

Date: July 21, 2026

Agenda Item	Affordable Childcare Committee Grant Awards
Department	City Manager's Office
From	Alissa Kolodzinski, City Recorder

TIME ESTIMATE
consent

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
Created in the summer of 2023, the Ad Hoc Committee on Affordable Childcare and Early Learning's mission is to create a tangible network of early learning care options within our community, supportive of working families, the Ashland economy, and most importantly, our children.

POLICIES, PLANS & GOALS SUPPORTED
- Community affordability, including available housing and childcare
- Belonging through mutual respect and openness, inclusion and equity
- Quality of life that underpins the City's economic vibrancy

BACKGROUND AND ADDITIONAL INFORMATION
On May 16, 2023, the Council voted to establish an Ad Hoc Committee on Affordable Childcare and Early Learning to create a tangible network of early learning care options within the Ashland community. The 2023-2025 BN Budget included funding appropriations of $240,000 for an affordable childcare initiative.

The 2025-2027 BN Budget includes funding appropriations of $235,000. In fiscal year 2026, the committee awarded $135, 000 to the Ashland Family YMCA, Avery Street Montessori, Ella's Classroom, and Mountain Star Preschool.

This fiscal year, the ad hoc committee recommends awarding $25,000 to Avery Street Montessori, $25,000 to Ashland Family YMCA, $17,800 to Ella's Classroom, and $7,200 to Mountain Star Preschool, for a total of $70,000.

The Affordable Childcare Committee will present to Council a recommendation for awarding the remaining portion of the funds at the August 18 Business meeting.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
Staff supports the committee's recommendation.

REFERENCES & ATTACHMENTS
1. received - Ashland Family YMCA- Redacted
2. Received - Avery Street Montessori LLC -Redacted
3. Received - Ella's Classroom -Redacted
4. received - Mountain Star Preschool LLC - Redacted

From: noreply@civicplus.com
To: City Managers Office
Subject: Online Form Submittal: Early Childcare Affordability Grant Application
Date: Friday, June 19, 2026 3:22:39 PM

[EXTERNAL SENDER]

Early Childcare Affordability Grant Application

Contact Name	Heidi Hill
Email Address	[redacted]
Phone Number	[redacted]
Address	540 YMCA Way
City	Ashland
State	OR
Zip Code	97520
Organization Legal Name	Young Men's Christian Association of Ashland
DBA or Alternative Name	Ashland Family YMCA
Amount Requested	$99,999
Federal Employer ID Number (FEIN)	93-0386976
Outline of organizational priorities/mission and values, equity commitment, childcare philosophy, history, board membership, etc.	Organizational Priorities: • Serve people of all ages, races, religions and incomes by creating a community focused on wellbeing and bringing people together. • Deliver excellent Health and Wellness activities, facilities, and programs for audiences and people of all ages. • Offer quality youth development programs and opportunities to ensure every child has a chance to reach their full potential. No one is turned away for the inability to pay. Mission: The Ashland Family YMCA exists to fulfill human potential and enrich the quality of life for those we serve through youth development, healthy living, and social responsibility. Values: caring, honesty, respect and responsibility.

Equity Commitment: The Ashland Family YMCA is committed to creating a diverse, inclusive, and safe space for all. We are dedicated to building bridges, increasing our knowledge, understanding, and bringing people together to advance equity and create positive change at our YMCA. All are welcome here.

Childcare Philosophy: We are dedicated to providing high-quality early childhood education and childcare for our community. The Y offers a place where children are safe, loved, and encouraged to develop socially, emotionally, physically, and academically. Preschool with the Ashland Family YMCA is a developmental, play-based learning program emphasizing child interest and exploration. We teach a research-based curriculum called "Smart Teach."

History in Youth Development: The Ashland Family YMCA has been serving our local community since 1899 and is committed to nurturing the potential of children and teens, promoting healthy living and fostering a sense of social responsibility. The Y is dedicated to building healthy, confident, connected and secure children, adults, families and communities. We are a trusted childcare provider in the Rogue Valley, with afterschool care at four sites in Ashland and preschool at four sites (two in Ashland, one in Talent and one in Medford at Orchard Hill Elementary), and summer day camps at our main facility and overnight camp at YMCA Camp DeBoer.

Board Membership: The Ashland Family YMCA has a history of governance by a voluntary board of directors, whose membership includes donors, members, small business owners, and representatives of the community's faith, civic, business, health and legal sectors. Our board members are Ty Hisatomi, President; Chris Hearn, Vice President; Juli DiChiro, Secretary; Dwaine Dawson, Treasurer; Members at large: Alan DeBoer, Andrea Zundel, Carl Thomas, Emily Stone Rydbom, Jeff Schlecht, Kelly Burns, Kelly Madding and Paul Rostykus.

List of staff including any formal and continuing education and licensing.

Heidi Hill, CEO Ashland Family YMCA since September 2022. Heidi has worked administratively in Rogue Valley’s health sector for over a decade. She holds a master's in healthcare administration, and a BS in Public Policy and Public Administration, from Walden University. Heidi’s work has focused on the intersection of healthcare and investments in the Social Determinants of Health. She recognizes that education and early learning are key cornerstones to long term health and educational outcomes.

Suzie Sanders, YMCA Preschool Director. Suzie has been teaching preschool in the Rogue Valley for 22 years. She has an Associate of Arts in Early Childhood Education, from Rogue Community College. Suzie has her Qualified Mental Health

Associate (QMHA) from the Mental Health and Addiction Certification Board of Oregon. Suzie is a step 10 on the Oregon Registry, as well as being bilingual in Spanish and English.

Kayla Douglas, Lead YMCA Preschool Teacher at Walker Elementary. Kayla has a BA in Elementary Education with a minor in Social Emotional Learning from SOU. Kayla is a step 10 on the Oregon registry. Kaylam has been teaching in preschool classrooms for two years and will be starting with the Ashland Family YMCA this summer.

Jules Boufford, Lead YMCA preschool teacher at Helman Elementary. Jules has a master's degree in teaching from SOU. Jules is a step 11 on the Oregon registry. Jules has been teaching for seven years, with the last two at the Ashland Family YMCA.

Tiffany Welch, Lead YMCA Preschool Teacher at Helman/ Preschool Coordinator. Tiffany has a Child Development Associate (CDA) credential. Tiffany is a Step 7.5 in the Oregon Registry and has been teaching in the field for seven years.

Description of type of childcare services offered

A community partnership with the Ashland School District has made our program possible. Families have the convenience of local site locations, and preschool students stand to benefit from educational transitions into elementary school settings that will be familiar to them through the Y's Preschool Program. The goal for the Ashland Family Y is to support working families by providing preschoolers with a strong foundation for their elementary years.

The Ashland Family YMCA's licensed preschool programs in Ashland serve children ages 3-5 at Helman and Walker Elementary Schools with full and half day options available Monday-Friday 7:45 a.m.-5:30 p.m., and 7:45 a.m.-12 p.m., respectively. Total number of seats available at the two classroom sites is 37, and we expect all 37 seats to be full by the beginning of the 2026-2027 school year.

The current licensing capacity per room is 20, for a total of 20 seats. However, due to the currently size of the Walker Elementary play yard, we are only able to accommodate 17 at that site until expansion of the play yard occurs, as noted in the infrastructure investment request portion of this grant.

Staffing ratio: We aim for a ratio of 1:6, while licensing requires 1:10

Program year - Calendar or Academic Calendar: September 8, 2026 – August 27, 2027

	If you are licensed to serve infants and/or toddlers: toddlers age 3-5 only Website, if any: ashlandymca.org
Select Grant Application Type	Sliding Scale Scholarships (complete section A.), Infrastructure Investment (complete section B), Staffing Support, Inclusive Special Needs Programming and/or Behavioral Support (complete section C)
List any other funding sources that have been considered or received. (Such as Preschool Promise, Head Start, SNAP, foundations/donors, local employers, etc.)	The Ashland Family YMCA seeks multiple areas of funding to assure all families can access our early childhood education programs. These sources include: • Employment related day care (ERDC) benefits: 1 family awarded in 25-26 year • Foundation and agency grants: Reed and Carolee Walker foundation (26-27 confirmed), United Way of Jackson County (26-27 confirmed), City of Ashland (9 children awarded in 25-26 in the amount of $50,000. 26-27 grant pending), • Ashland Family YMCA financial assistance: (9 children awarded in 25-26 in the amount of $54,450, 26-27 funding depending on other supports) One support for this funding is through a YMCA volunteer led annual scholarships for kids campaign that raises funds for memberships and child focused programs. Dollars are allocated to programs based on need.
	(Section Break)
If you are applying for Sliding Scale Scholarships, fill out section A, below	
A. Proposed draft sliding scale used to identify/verify the level of need and priority in awarding affordability scholarships.	We are applying for $55,000 in scholarship support. Please view the submitted document “2026-27 YMCA Preschool Flyer and Financial Assistance Sliding Fee Scale” (uploaded under Provider Rate and Pricing structure) . This flyer provides information for applying for state assistance through ODHS along with qualifying income per household. It also has a chart showing YMCA preschool assistance if a family does not qualify for state assistance. The chart shows the percentage discount by income and household size. If applying for YMCA financial assistance, the family will submit a “Membership and Program Support” application along with documentation. Their documentation will verify if they live/work in Ashland and their income via submission of a W-2, pay stub and/or verification of address. We will use this data to identify all eligible families for the City of Ashland Early Childhood Affordability grant Program (ECAP). Those eligible will then be divided into levels of need and be awarded a percentage discount per month based on the grant funds received. In the 2025-2026 school year, Ashland Family YMCA was awarded $50,000 from the ECAP program and used this to support requests from 9 families living and/or working in

Ashland.

Full time (7:45 – 5:30 pm) childcare tuition is $1,600 per child per month or $16,000 for a 10-month school year (Sept – June). Part time (7:45 – 12 pm) childcare tuition is $1,200 per child per month or $12,000 for a 10-month school year (Sept – June).

These prices will not increase in the 2026-2027 school year.

Depending on requests, the Ashland Family YMCA will allocate funding dollars as appropriate from the various funding sources (foundations, ECAP, Y financial assistance dollars). Our mission is to turn no children away for inability to pay.

A. Outline of required information from the household used to evaluate their potential scholarship.	We ask families to provide the number of people in their household and to provide either page 1 of their most recent tax return showing dependents and gross income or other documents showing 30 days of income (pay stubs, child/spousal support, student loans, social security, unemployment, other.) We also provide a space for additional information regarding the need for financial assistance (i.e. medical bills, recent job loss, fleeing domestic abuse, etc.)

If you are applying for Infrastructure Investment, fill out section B, below
For projects between $0 and $24,999, include two quotes. For projects between $25,000 and more, provide three quotes. If three quotes are not received, make a note of which agencies did not respond to the request for quote.

B. Project description, including the need you are addressing and how this investment will solve the need.	We are applying for $24,999 in Infrastructure Investment support. The request for funding is to upgrade/enhance the section of the play yard at Walker Elementary that is allotted for the Y's preschool program at that location and is not used for other purposes. The outside area is in dire need of redoing to ensure it is safe, adequate, and enlarged slightly to extend the approval for 3 more preschool slots. This is a shovel ready project, pun intended, one time investment that will assure future sustainability of this space thru increased expansion of the number of children who can access this site. This work will involve the removal of current sod and dirt, installation of synthetic grass in the outdoor area, mounting a secure gate for the area and assuring the area meets the adequate size for 20 children (currently only adequate size for 17 children per regulations). This will not only make the play space more usable year-round, which is particularly subject to becoming unusable when muddy, but will also make it more secure and increase the overall capacity for the program. Note:

The Walker Elementary preschool program does have a waiting list, so we are certain those three additional slots can be filled quickly upon completion of this project. Parents have expressed desire to only have their children at Walker, as that will be the school they would eventually attend in kindergarten. This reinforces the Early Childhood Affordability Grant Program's goal to propel kindergarten readiness.

We have pasted two quotes for the work below as there was not upload option. (hard copies available upon request):
1: Figueroa's Landscaping @ $29,676
2: Evolved Landscaping @ $18,775

Upon consultation with Ashland School District Department Director, Steve Mitzel, we are seeking funding to support the lowest quote from Evolved Landscaping. However, please note this quote does not cover the synthetic grass or staples, so we are requesting a higher amount to cover those eventual costs. The quote also does not cover the installation of a gate, and without that quoted amount we are not asking for coverage of that cost at this time but will work with the Ashland School District to ensure installation of a gate for safety purposes.

Timeline of activities:
July 2026: Notification of ECAP award
July 2026: seek permits as necessary
August 2026: begin work as noted by quotes: Removal of lawn and soil, installation of ¾ minus and compact, installation of sand, installation of synthetic lawn.
August 2026: seek inspection as necessary
September 2026: School starts with 3 new seats available!

QUOTES:
Quote #1: LANDSCAPING PROPOSAL
Figueroa's Landscaping & Construction, LLC 04/13/2026
P.O. Box. 4709. LCB #9664
Medford, Oregon 97501 CCB # 222017
[redacted]
INS#BKS54495468
Ashland School District
c/o Walker Elementary.
885 Siskiyou Boulevard
Ashland, OR 97520
Figueroa's Landscaping & Construction, LLC. will furnish all required materials, labor and dump
fees for the proposed project at Walker Elementary, 364 Walker Ave. Ashland, OR 97520 The
scope of work for this project is as follows.
Installation of 1,092 sq. ft. of ForeverLawn Playground Grass.
Components and Materials
• Remove existing sod and 6" of soil for the preparation of the

sub-base.
• Playground Grass Academy turf will be used as the primary surface material.
• Envirofill, a non-rubber, non-toxic and mold resistant infill, will be applied.
• Glue and seam tape will be utilized for proper installation to secure joining turf sections.
• Nailer boards around existing concrete edge and all necessary materials for the sub-base
preparation with compacted 3” of 3/4” minus clean gravel.
The total cost for the above scope of work is $ 29,676.00
We look forward to hearing from you.
Thank you for your consideration.

_____
Gumaro Figueroa – Owner.
Figueroa’s Landscaping & Construction, LL

Quote #2:
Proposal

DATE:

05/12/26

Evolved Landscapes

OWNER-Jake Contreras

OFFICE
725 Beach St.
Ashland Oregon, 97520
Phone
[redacted]
Email
[redacted]

Jobsite: Walker Elementary

Ashland

Description of work performed: remove all lawn and 6 inches of soil. import 3/4 minus and compact. One inch of sand will be evenly distributed over 3/4 minus before synthetic lawn is installed.

NOTE:price does not include synthetic lawn and staples.

Item Price
Labor $9,875

Kx 18 Excavator $3,450
SVL 75 skid steer $1,125
¾ minus $850
Sand $550
Wheelbarrow on tracks $300
Trucking $2,150
Soil/lawn removal $475
Total $18,775

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If you are applying for Staffing Support, fill out Section C, below

C. Please describe the type of staffing resources supported by this grant request.

We are applying for $20,000 in staffing resources support.

These funds will be used for on-going staff skills development throughout the year, and not for FTE/wage support. The training funds will support approximately 22 staff members for required and ongoing training opportunities to meet both licensure requirements and educational needs. Ashland Family YMCA always seeks free training supports first before using grant or program funds. There are many supports provided through the State Department of Early Learning and Care (DELC) and the Southern Oregon Early Learning HUB (SOELS), however, there are still costs incurred with some trainings. Please see the inserted budget below.

The Ashland Family YMCA’s philosophy to early childhood education involves three fundamental pillars:

1. Attract and retain high-quality staff: we offer livable wages with benefits; a majority are full-time positions. We also offer ongoing training and support for licensing requirements.
2. Maintain a lower than required staffing ratio: we aim to maintain a 1:6 ratio, while our licensure requires a 1:10 ratio. This helps to prevent staff burnout while dealing with challenging behaviors and maintaining a quality educational environment at the same time.

	3. Reduce disruptions in classrooms: we are proud that our investment in staff (FTE and training) resulted in zero closures last year, due to staff shortages. Closure disruptions are difficult for families and children, and therefore we train all early childhood staff to work in all of our centers to maintain flexibility in staffing as needed. Note: We have uploaded the documentation for licensure at Walker Elementary. We have a similar licensure at Helman Elementary, but there was not a space to upload both. It is available by request.
C. How many full-time equivalents (FTE's) will the grant request support, and for what duration (ex. 6-months, 1 year)?	These funds will be used for approximately 19.7 FTE (22 total staff) to access training opportunities throughout the year from July 2026 to June 2027. Staff training funded through the grant allows us to maintain a lower ratio, through better supported staff, and to better support all children in our program. Staff support allows us to maintain a quality program that allows for maintaining staff retention by decreasing burnout. As the State of Oregon moves to implement the Every Child Belongs Oregon (ECB) program, we plan to keep our staff to student ratios low to help teachers manage challenging behaviors in the classroom and teach the necessary social emotional skills for children to remain safely in the classroom. The Every Child Belongs program, formerly known as the Early Childhood Suspension and Expulsion Prevention Program, is designed to help early learning and care providers create inclusive, nurturing, and responsive environments for children from 6 weeks to 5 years old in Oregon. The program addresses the disproportionate rates of suspension and expulsion among children of color and children with disabilities, aiming to promote equity and prevent negative long-term outcomes in education, social development, and family stability.
C. What qualifications are required to meet the staffing resource objectives?	There are three levels of training that the Ashland Family YMCA supports for our early childhood staff: Level one – Onboarding: The Ashland Family YMCA assures staff joining the agency meet all of the required onboarding training needs, including but not limited to: an orientation within the first 10 days of hire; before having unsupervised access to children, training in - reporting child abuse and neglect, within 30 days of hire; introduction to child care health and safety within 30 days of hire; food handlers within 30 days of hire; pediatric first aid and CPR within 90 days of hire; and the foundation of learning training within 90 days of hire.

Level two – Licensing training: Staff that have met initial training requirements also have ongoing training requirements, including but not limited to: All teachers, substitutes (some exceptions), aides 1 & 2, and Multi-Site Coordinators must have: 15 ongoing annual training hours, which includes 8 hours in the child development category, and at least 1 hour in the health, safety and nutrition category.

Level three – Program Director support: As our early childhood education program continues to grow, with the addition of new sites in the Phoenix/Talent school district in 26-27, we are reorganizing our staffing model to assure adequate program management. Preschool program Directors are required to have 10 hours of training in Program Management within the first year. Additionally, our current Preschool Director, Suzie Sanders, has obtained her Qualified Mental Health Associate (QMHA) degree from the Mental Health and Addiction Certification Board of Oregon (MHACBO) to ensure the Ashland Family YMCA is able to effectively implement the Every Child Belongs Oregon program.

Funding requests for 3 levels of training:
Level one: 3 new staff for onboarding training at $1000
Level 2: 20 staff for ongoing licensure training at $10,000
Level 3: 1 Director for Program management training at $5,000, 1 Director for ongoing QMHA training hours at $1,800, plus test costs $200, 1 Director attendance at National YMCA conference at $2000
Total cost: $20,000

C. How does the addition of the staff member enable greater program capacity, expand program offerings, or add program support?

These funds will be used for on-going staff skills development throughout the year, and not for FTE/wage support. The training funds will support approximately 22 staff members for required and ongoing training opportunities to meet both licensure requirements and educational needs.

By having all staff trained in a variety of social emotional, programmatic and behavioral health areas, we can support our goal of reducing disruptions and closures in classrooms. All staff are able to fill in at multiple locations to ensure ongoing coverage for families and children. We repeatedly hear of other facilities needing to close due to lack of staffing resources, and we are proud of our ability to staff to a level where this has not been necessary to date. In addition, by having additional staff support, we can provide the full day hours at all of our sites.

Staff support also allows us to maintain a quality program that supports staff retention by decreasing burnout. This is will be increasingly important as the State of Oregon moves to implement the Every Child Belongs Oregon (ECB) program, which requires a reduction in expulsions and suspensions to

	support equity in early childhood education programming.
	(Section Break)
Upload the the following documents:	
Documentation of state certification/licensure of applicant/childcare facilities	[redacted]
Proof of Insurance	[redacted]
Documentation of organization's financial viability (990 tax form, recent income tax filings, liability insurance coverage, etc.)	[redacted]
Proof of site control – for example deed, property tax statement, lease agreement or long-term rental agreement	[redacted]
Provider rate/pricing structure	[redacted]
Documentation of non-profit status, if applicable	[redacted]
Electronic Signature Agreement	I agree.
Electronic Signature	Jenny Gunter

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: City Managers Office
Subject: Online Form Submittal: Early Childcare Affordability Grant Application
Date: Wednesday, June 17, 2026 12:36:49 PM

[EXTERNAL SENDER]

Early Childcare Affordability Grant Application

Contact Name	Andrea Johnson
Email Address	[redacted]
Phone Number	[redacted]
Address	374 Avery St.
City	Ashland
State	OR
Zip Code	97520
Organization Legal Name	Avery Street Montessori LLC
DBA or Alternative Name	*Field not completed.*
Amount Requested	40,000
Federal Employer ID Number (FEIN)	87-1380244
Outline of organizational priorities/mission and values, equity commitment, childcare philosophy, history, board membership, etc.	Avery Street Montessori opened in June 2021. It operates as a Registered Family childcare home in Ashland, OR. The program is operated by Owner and Lead Teacher Andrea Johnson. The program's core philosophy is to meet the needs of the whole child. It focuses on creating an environment that engages the senses and inspires autonomy with a major emphasis placed on teaching values of kindness and respect—specifically respecting oneself, others, the school, and showing kindness to all living things. Avery Street Montessori maintains a zero-tolerance policy for any form of racism, sexism, bigotry, or any other forms of discrimination. The parent handbook explicitly states that teachers accept and respect diversity, and focus on encouraging interactions of kindness and inclusion while welcoming and celebrating differences.
List of staff including	Staff members hold educational backgrounds in early childhood

any formal and continuing education and licensing.	education and extended higher learning in Montesssori teacher education. All staff members follow the requirements for professional development outlined by the State of Oregon's description of a Registered Family Childcare Home. Before operating, or immediately upon hire, all staff and caregivers must complete and submit verification for the following mandatory trainings: Central Background Registry (CBR): Active enrollment in the state's registry (requiring an FBI fingerprint background check) is an absolute prerequisite before having contact with children. Pediatric CPR & First Aid Certification: Must be a current, valid certification. Food Handlers Certification: A current Oregon Food Handler's card. Recognizing and Reporting Child Abuse and Neglect (RRCAN): The standard state-approved training course. Introduction to Child Care Health and Safety (ICCHS): A CCLD-approved course covering infectious disease, medication administration, and emergency preparedness. Safe Sleep for Oregon’s Infants: A CCLD-approved infant sleep safety training. Foundations for Learning: A child development training course that must be completed within 90 days of becoming a provider/staff member. To maintain and renew a Registered Family Childcare license, staff must complete professional development hours that are formally vetted and tracked by the Oregon Registry Online (ORO): 10-Hour Clock Requirement: A minimum of 10 clock hours of professional development training must be completed during the two years prior to the license renewal date. At least 6 of the 10 clock hours must be directly related to recognized Child Development Core Knowledge Categories. A minimum of 1 clock hour of training from the Health, Safety, and Nutrition category must be completed each year of the two-year licensing period.
Description of type of childcare services offered	The curriculum blends art, nature, and developmentally appropriate, hands-on academic learning inspired by the Montessori Method. The program provides lessons on peaceful conflict resolution through a guided "work it out" process that teaches children to acknowledge feelings, take ownership of actions, and understand cause and effect. While inspiring autonomy, teachers are providing direct guidance towards independent toileting, handwashing, and dressing while also allowing freedom of choice with the learning materials and environment. The program offers a curriculum that weaves together thematic learning, art, environmental education, and community. It features an indoor Montessori classroom for age-appropriate academic activities, early literacy, numeracy development, and free-choice imaginative play.The services emphasize outdoor learning and play through any weather

	conditions, rain, snow, or shine. The outdoor yard space includes areas dedicated to gardening, digging, building, and provides ample opportunity for lessons in seasonal botany and ecology. Daily services provide child guidance toward independent handwashing, dressing, and independent toileting. The program received a state childcare division exemption allowing it to expand its capacity to serve up to 8 children between the ages of 2 and 3 years old to meet local toddler-aged care needs. Such capacity requires a Four to One student teacher ratio, confirming the need for a co-teacher to be present. Services are offered 4 days a week on Monday, Tuesday, Wednesday, and Thursday from 8:30 AM to 2:00 PM. Children staying until 2:00 PM have a short rest and story time period in the afternoon. Avery Street Montessori's website is https://averystreetmontessori.com/
Select Grant Application Type	Sliding Scale Scholarships (complete section A.), Staffing Support, Inclusive Special Needs Programming and/or Behavioral Support (complete section C)
List any other funding sources that have been considered or received. (Such as Preschool Promise, Head Start, SNAP, foundations/donors, local employers, etc.)	None
	(Section Break)
If you are applying for Sliding Scale Scholarships, fill out section A, below	
A. Proposed draft sliding scale used to identify/verify the level of need and priority in awarding affordability scholarships.	Due to the growing costs of operating a small business, tuition for students was increased by $1.00 per hour for the 2026/2027 school year. To help families with this increase, Avery Street Montessori would like to offer scholarships to create more accessibility for those that qualify. The scholarship program will be used for tuition assistance for eligible families, though it may not cover the full tuition amount for the school year. Because some families experience financial struggles, this tuition assistance will make it possible for them to enroll for the full-day care option, allowing them more focused time in their professional lives.
A. Outline of required information from the household used to evaluate their potential scholarship.	Avery Street Montessori will be responsible for assessing an individual household's financial needs. Financial needs will be established and verified by reviewing the household's most recent W-2 or pay stub. Households may receive affordability scholarships through June 2027. The program will strictly serve households earning at or below 200% of the Jackson County Median Income (complying with the city's specific household tier caps from $154,216 to $285,636 depending on size).

If you are applying for Infrastructure Investment, fill out section B, below For projects between $0 and $24,999, include two quotes. For projects between $25,000 and more, provide three quotes. If three quotes are not received, make a note of which agencies did not respond to the request for quote.	
B. Project description, including the need you are addressing and how this investment will solve the need.	*Field not completed.*
If you are applying for Staffing Support, fill out Section C, below	
C. Please describe the type of staffing resources supported by this grant request.	The grant request will support two teaching positions: one "full-time" co-teacher and one part-time substitute teacher to be utilized as needed.
C. How many full-time equivalents (FTE's) will the grant request support, and for what duration (ex. 6-months, 1 year)?	The grant will support one full-time position and one part-time position. Full-time describes the length of the Avery Street is open including half hour before children arrive and as much as 1 hour after children have departed. Allowing time for reset, cleaning, and staff meeting. These staff members will be hired for the duration of the 10-month school year, with an option to work during the summer break. The grant will be elemental in off-setting payroll cost and allowing a livable wage.
C. What qualifications are required to meet the staffing resource objectives?	To meet the staffing resource objectives and satisfy the State of Oregon's Department of Early Learning and Care (DELC) and Child Care Licensing Division (CCLD) requirements for a Registered Family Childcare Home, staff must meet the following qualifications: Background Clearance: Active enrollment in the Central Background Registry (CBR). Health & Safety Certifications: A current, valid Pediatric CPR & First Aid certification and a current Oregon Food Handler's card. Mandatory Training: Completion of the standard state-approved training courses for Recognizing and Reporting Child Abuse and Neglect (RRCAN), Introduction to Child Care Health and Safety (ICCHS), and Safe Sleep for Oregon's Infants. Core Training: Completion of the Foundations for Learning child development training course within 90 days of employment. Grant Requirement: Completion of Abuse Prevention Training as

	mandated by the City of Ashland. Additional Training: Staff also has required professional development hours, the grant funds will help off set the payroll costs, making it easier for Avery Street to provide such training through meaningful trainings to better the quality of care.
C. How does the addition of the staff member enable greater program capacity, expand program offerings, or add program support?	Following an assessment by a childcare division certifier, Avery Street Montessori received an exemption allowing up to 8 children between the ages of 2 and 3 years old at any given time. To serve this many children, two teachers must be present at all times to satisfy the state's 4 to 1 student-to-teacher ratio. The addition of this staff resource directly allows the program to care for an additional 4 students, expanding the total capacity to the exempt limit of 8 children. The addition of a part-time substitute ensures continuous program coverage and maintains the required 4 to 1 student-to-teacher ratio whenever the primary staff is unavailable.
	(Section Break)
Upload the the following documents:	
Documentation of state certification/licensure of applicant/childcare facilities	[redacted]
Proof of Insurance	[redacted]
Documentation of organization's financial viability (990 tax form, recent income tax filings, liability insurance coverage, etc.)	[redacted]
Proof of site control – for example deed, property tax statement, lease agreement or long-term rental agreement	[redacted]
Provider rate/pricing structure	[redacted]
Documentation of non-profit status, if	*Field not completed.*

applicable	
Electronic Signature Agreement	I agree.
Electronic Signature	Andrea Johnson

Email not displaying correctly? View it in your browser.

Kerrick Gooden

From: noreply@civicplus.com
Sent: Monday, June 15, 2026 9:02 PM
To: City Managers Office
Subject: Online Form Submittal: Early Childcare Affordability Grant Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER]

Early Childcare Affordability Grant Application

Contact Name	Ella
Email Address	ellasclassroom.ashland@gmail.com
Phone Number	[redacted]
Address	[redacted]
City	Ashland
State	OR
Zip Code	97520
Organization Legal Name	Ella's Classroom LLC
DBA or Alternative Name	ABC Montessori
Amount Requested	$37,500
Federal Employer ID Number (FEIN)	93-3193788
Outline of organizational priorities/mission and values, equity commitment, childcare philosophy, history, board membership, etc.	ABC Montessori Early Learning Center is a certified Montessori Bilingual school located in Ashland, OR. We serve children from birth to six years old and we also offer an after school program service for children from 7 to 10 years old. Our school began operating on September 4, 2023 as a registered family childcare program covering a license only for 10 children in our own home, after a few months we increased the capacity with some modifications we added 16 children becoming a certified

	family program, this whole adventure began motivated by the desire to offer an authentic and high quality education for the community of Ashland and that would positively impact the life of my youngest daughter Charlotte. Due to the high demand of families and community growth, ABC Montessori evolved into a certified center that currently serves multiple Montessori communities. Our priority is to provide an authentic Montessori education based on deep love and respect for the child. We are committed to creating prepared environments that promote independence and integral development in addition to the love for learning, while supporting and educating children and families. We are firmly committed to equity and inclusion by receiving every child and family with dignity, respect and a sense of belonging, we value the diversity of our community and we strive to ensure that all children have access to positive, enriching learning experiences that honor their strengths and support their individual and collective needs at all times. Our educational philosophy is inspired by the principles of Dr. Maria Montessori, recognizing each child as a capable, competent and active builder of their own learning. We believe that we adults have the responsibility to create safe and enriching environments, guiding our children with sensitivity, respect and stimulating self-confidence. ABC Montessori is led by Ella Jorgensen founder and director together with my husband Chris Jorgensen who we share the commitment to build an educational community where children feel loved, respected, supported safe, independent and able to contribute actively and positively to the future of our society.
List of staff including any formal and continuing education and licensing.	We are currently a team of 13 people Ella Jorgensen - Director Chris Jorgensen - Sud Director Cesar Justo - Chef Eliezer Ramos - P.E Teacher Osleidy Ramos - Teacher (Nest Environment 0-18 Months) Yesenia Ortiz - Assistant (Nest Environment 0-18 Months) Adeline Canchola - Teacher (Nest Environment 18 - 24 Months) Yosbeidys Escalona Assistant (Nest Environment 18 - 24 Months) Carolina García - Teacher (Infant Community 2 - 3 Years) Alecxa Meza - Assistant (Infant Community 2 - 3 Years) Alisson Rozo - Teacher (Children's House 3-6 Years) Diana Nunez - Teacher (CHildren's House 3-6 Years)

	Maria Guadalupe Mora - Assistant (Children's House 3-6 Years)
Description of type of childcare services offered	ABC Montessori is a Certified Child Care Center. Our Program currently operate 4 Classrooms serving infants, toddlers and preschool-aged children through mixed-age Montessori communities designed to support each stage of development. The center is licensed to serve up to 48 children and currently has approximately 48 seats filled. Our classrooms include: Nest Environment : Moonlight: 8 Infants 2 Adults: Full Infant Community A : Starlight: 10 Toddlers 2 Adults: Full Infant Community B: Sunrise: 10 Toddlers 2 Adults: Full Children's House: Skylight: 17 Preschoolers 2 Adults: Full Infant Community C: Aurora: Currently with space for 3 children but with future expansion for 8 children We operate throughout the year from January to December.
Select Grant Application Type	Infrastructure Investment (complete section B)
List any other funding sources that have been considered or received. (Such as Preschool Promise, Head Start, SNAP, foundations/donors, local employers, etc.)	none
	(Section Break)
If you are applying for Sliding Scale Scholarships, fill out section A, below	
A. Proposed draft sliding scale used to identify/verify the level of need and priority in awarding affordability scholarships.	*Field not completed.*
A. Outline of required information from the household used to evaluate their potential scholarship.	*Field not completed.*
If you are applying for Infrastructure Investment, fill out section B, below	

For projects between $0 and $24,999, include two quotes. For projects between $25,000 and more, provide three quotes. If three quotes are not received, make a note of which agencies did not respond to the request for quote.

B. Project description, including the need you are addressing and how this investment will solve the need.	ABC Montessori is requesting infrastructure funding to renovate and expand our existing Aurora classroom to increase access to infant and toddler care within our community. Aurora is currently an operational classroom; however, the existing space is too small to accommodate the growing demand for services. This project will involve remodeling the classroom by expanding the physical space, making the necessary modifications to meet licensing requirements, and equipping the environment with age-appropriate furniture and materials. Upon completion of the renovation, Aurora will be licensed to serve up to eight children from birth to 24 months of age, operating in compliance with Oregon licensing requirements and maintaining a staffing ratio of one adult for every four children (1:4). This expansion directly addresses a critical community need. ABC Montessori currently maintains a waiting list, with the greatest demand coming from families seeking care for infants and toddlers between four months and three years of age. Increasing the capacity of the Aurora classroom will allow us to immediately offer additional childcare slots to families already waiting for services. In addition to the Aurora expansion, ABC Montessori is requesting support to purchase and install a commercial playground structure valued at approximately $13,000. During the previous grant cycle, our program successfully utilized grant funding to transform an undeveloped outdoor area into a high-quality learning and play environment that now includes safety surfacing, a sports court, a covered gathering space, and a greenhouse. The addition of a commercial playground structure will further enhance opportunities for physical development, outdoor exploration, and age-appropriate play experiences. This investment will increase access to high-quality early childhood education, expand infant and toddler capacity, and strengthen the ability of ABC Montessori to meet the needs of working families in our community.

If you are applying for Staffing Support, fill out Section C, below

C. Please describe the type of staffing resources supported by this grant request.	*Field not completed.*

C. How many full-time equivalents (FTE's) will the grant request support, and for what duration (ex. 6-months, 1 year)?	*Field not completed.*
C. What qualifications are required to meet the staffing resource objectives?	*Field not completed.*
C. How does the addition of the staff member enable greater program capacity, expand program offerings, or add program support?	*Field not completed.*

(Section Break)

Upload the the following documents:

Documentation of state certification/licensure of applicant/childcare facilities	[redacted]
Proof of Insurance	[redacted]
Documentation of organization's financial viability (990 tax form, recent income tax filings, liability insurance coverage, etc.)	[redacted]
Proof of site control – for example deed, property tax statement, lease agreement or long-term rental agreement	[redacted]
Provider rate/pricing structure	[redacted]

Documentation of non-profit status, if applicable	*Field not completed.*
Electronic Signature Agreement	I agree.
Electronic Signature	Ella Jorgensen

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: City Managers Office
Subject: Online Form Submittal: Early Childcare Affordability Grant Application
Date: Wednesday, June 17, 2026 8:01:18 PM

[EXTERNAL SENDER]

Early Childcare Affordability Grant Application

Contact Name	Jihan Nicholas
Email Address	[redacted]
Phone Number	[redacted]
Address	185 N Mountain Ave
City	Ashland
State	OR
Zip Code	97520
Organization Legal Name	Mountain Star Preschool LLC
DBA or Alternative Name	*Field not completed.*
Amount Requested	$23,000
Federal Employer ID Number (FEIN)	33-1294718
Outline of organizational priorities/mission and values, equity commitment, childcare philosophy, history, board membership, etc.	Mountain Star is entering its third school year of offering Waldorf-inspired preschool to Ashland families. Both toddlers and preschool age children enrolled during the recent school year and in previous and upcoming summer camps. We are excited to be considered for this grant as it will support Mountain Star's ability to provide high quality childcare to families who may not otherwise be able to afford it and to continue to grow as a new preschool. Organizational Mission and Priorities Our mission is to provide high-quality Waldorf early childhood education to all families in the Ashland area. We are committed to accessibility and inclusion, ensuring that families from diverse socioeconomic backgrounds can benefit from a nurturing and developmentally appropriate learning environment. We value the

preservation and protection of early childhood, providing an environment free from technology, screens and media, which can be harmful to the development of infants, toddlers and preschool age children.

Equity Commitment

As a licensed childcare center, Mountain Star is able to accept families who receive Employment Related Day Care (ERDC) assistance. This makes us the only Waldorf preschool in Ashland offering equitable access to an educational approach that is often financially out of reach for many families. Our program prioritizes inclusivity and is designed to reflect the belief that every child deserves access to holistic, high-quality early childhood education. While we accept ERDC to make our program accessible to all families, we have found many people who would qualify based on their income are not able to receive the ERDC monies because the waitlist is so long.

Childcare Philosophy

Rooted in Waldorf principles, our educational philosophy honors the developmental needs of young children. Waldorf education is based on the philosophy of Rudolf Steiner and aims to cultivate well-rounded individuals prepared for lifelong learning. We provide a therapeutic and rhythm-based environment that supports children in being fully present in their current stage of growth. Rather than pushing children to meet premature academic expectations, we focus on nurturing their natural curiosity, creativity, and emerging sense of self. We value the unique gifts each child brings and aim to foster joy, wonder, and a deep connection to the world around them. We introduce toys made of natural materials which are often hand-made, made of natural fibers and wood and metal as opposed to plastic. We seek to create a warm, gentle and lovely aesthetic in our classroom, that is calm, and sensory rich yet not overstimulating. Waldorf early childhood education emphasizes holistic development through play-based learning. It nurtures children's physical, emotional, and intellectual growth in a supportive environment.

Key Principles:

Play-Based Learning: Children engage in imaginative play, which is seen as essential for development.
Rhythms and Routines: Daily and seasonal rhythms provide stability and predictability.
Nature Connection: Outdoor activities and nature exploration are integral to the curriculum.
Artistic Expression: Creative activities like painting, music, and

	storytelling foster self-expression and creativity. Mixed-Age Classrooms: Children of different ages learn from and with each other, promoting social skills and cooperation. Teacher's Role: Teachers act as facilitators, guiding children rather than directing their learning. They create a warm, nurturing atmosphere that encourages exploration and discovery. History and Structure Mountain Star is entering its third year of operation in the 2026-2027 school year. This year brings a significant structural change: the program is transitioning from a two-owner partnership to a single owner-operator model. While Mountain Star is officially licensed as a "center," it functions as a small, home-like program that will be led this year by one teacher-owner. Our licensing terms cap enrollment at 12 children when two teachers are present, but the classroom's square footage made a two-owner arrangement financially unsustainable at that scale. Under a single-teacher license, the cap is 10 children, which is a more viable ratio for one owner-operator. This prompted a partner buyout ahead of the 2026-2027 school year. Maximum enrollment is 10 children under the single-teacher license. If enrollment exceeds 10, a teaching assistant will be hired to maintain compliance and quality of care. Mountain Star remains committed to providing an intimate, stable, and relationship-centered environment that fosters strong connections between teachers, children, and families. Governance and Leadership Mountain Star does not have a formal board. The owner-teacher has specialized training in Waldorf pedagogy and child development and meets regularly with a retired Waldorf early childhood mentor who has decades of training and experience.
List of staff including any formal and continuing education and licensing.	Jihan Nicholas - Preschool Director/Owner Mountain Star Preschool AA in General Studies, Certified Waldorf Early Childhood Teacher through Sound Circle Center for Arts and Anthroposophy, Early Childhood Development Certificate from RCC, Pediatric First Aid/CPR certified I have been approved by the State of Oregon as holding the requirements to qualify as Director of a state licensed preschool and taken all of the required continuing education courses required for licensing which included Portland State University's online class Recognizing and Reporting Child Abuse and Neglect for childcare providers. My license requires me to complete 15 hours continuing education annually.
Description of type of	Mountain Star Preschool is licensed to serve children ages 1

childcare services offered

through 6. We operate Monday through Thursday, 9:00 am to 1:00 pm.

We offer up to 12 spots total, structured as follows:

Full time (4 days a week, Monday through Thursday): One spot per child
Part time (2 days a week): Available for younger children who are new to a childcare or preschool setting. Part-time families attend either Monday/Tuesday or Wednesday/Thursday. Two part-time spots share one full-time slot, so there are 2 Monday/Tuesday spots and 2 Wednesday/Thursday spots available.

Ratios are determined by enrollment numbers, as outlined by our license:
1:10 when up to 10 children are enrolled
1:6 when 11 or 12 children are enrolled (the 12 student cap is solely due to our square footage)

Mountain Star has one classroom and a large fenced play yard featuring a play structure and a vegetable and herb garden.

Current enrollment numbers

As this school year just completed, we are in the process of enrolling for 2026-2027 7 spots (2 part time, 5 full time) are confirmed and filled, and we have interest from families who haven't completed the enrollment process for the fall, as well as open houses throughout the summer to meet new potential families. We have one, mixed age classroom and currently offer 10 full time spots for children to be enrolled M-Th and we offer 4 part time spots for children either M/T or W/Th.

Academic calendar

We begin school in September and operate through mid-June. During the summer we offer weekly camps which focus on outdoor play, gardening, games and free play.

Preschool activities

We offer enriching activities that include open ended play time, both indoors and outdoors. We provide the children opportunities for dramatic play including dress up and make believe, allowing the children to express their creativity. We offer adult led story time and puppet shows, singing, circle time, cultural activities and enrichment. We plan activities that allow children to develop both fine and gross motor skills. We prioritize outdoor play every day in all weather.

	Website www.mountainstarpreschool.com
Select Grant Application Type	Sliding Scale Scholarships (complete section A.)
List any other funding sources that have been considered or received. (Such as Preschool Promise, Head Start, SNAP, foundations/donors, local employers, etc.)	ERDC
	(Section Break)
If you are applying for Sliding Scale Scholarships, fill out section A, below	
A. Proposed draft sliding scale used to identify/verify the level of need and priority in awarding affordability scholarships.	We will offer a flat 50% discount on our tuition for all Ashland families who qualify. We will use the reference provided by the City of Ashland, the qualifying families will be those whose households are at or below 200% of the Jackson County Median Income. They will verify their need by providing the information outlined in the following section. We will prioritize families seeking four day a week care, although applications will be accepted on a first come, first serve basis until all the funds have been allocated to enrolled families.
A. Outline of required information from the household used to evaluate their potential scholarship.	1. Basic family information- names, family composition, number of children, verify address of residence in Ashland or an employee of an Ashland based business. 2. Financial information - A. employment, how long employed, location of employer or business if self-employed B. Other sources of income- child support, other family assistance or other public assistance C. Verify financial information by providing most recent W-2 or 3 months of most recent pay stubs
If you are applying for Infrastructure Investment, fill out section B, below For projects between $0 and $24,999, include two quotes. For projects between $25,000 and more, provide three quotes. If three quotes are not received, make a note of which agencies did not respond to the request for quote.	
B. Project description, including the need you are addressing and	*Field not completed.*

how this investment will solve the need.	
If you are applying for Staffing Support, fill out Section C, below	
C. Please describe the type of staffing resources supported by this grant request.	*Field not completed.*
C. How many full-time equivalents (FTE's) will the grant request support, and for what duration (ex. 6-months, 1 year)?	*Field not completed.*
C. What qualifications are required to meet the staffing resource objectives?	*Field not completed.*
C. How does the addition of the staff member enable greater program capacity, expand program offerings, or add program support?	*Field not completed.*
(Section Break)	
Upload the the following documents:	
Documentation of state certification/licensure of applicant/childcare facilities	[redacted]
Proof of Insurance	[redacted]
Documentation of organization's financial viability (990 tax form, recent income tax filings, liability insurance coverage, etc.)	[redacted]
Proof of site control –	[redacted]

for example deed, property tax statement, lease agreement or long-term rental agreement	
Provider rate/pricing structure	[redacted]
Documentation of non-profit status, if applicable	*Field not completed.*
Electronic Signature Agreement	I agree.
Electronic Signature	Jihan M Nicholas

Email not displaying correctly? View it in your browser.

Council Business Meeting

Date: July 21, 2026

Agenda Item	Continued Public Hearing and First Reading of Ordinance 3306 Establishing Notice of Sale, Opportunity to Purchase, and Tenant Protections for Manufactured Home Park Residents.
Department	Community Development
From	Brandon Goldman, Director of Community Development

TIME ESTIMATE
20 minutes

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

SUMMARY
Conduct a continued public hearing and consider first reading of a revised Ordinance 3306, which adds Chapter 10.116 to the Ashland Municipal Code establishing notice of sale requirements, an opportunity to purchase process, and related tenant protections for manufactured home park residents. The City Council opened a public hearing on the Manufactured Home Park Zone (MHPZ) ordinance package on June 16, 2026, and continued consideration of Ordinance 3306 to a date certain of July 21, 2026 to allow additional legal review. The revised draft presented this evening incorporates the changes recommended through that review.

POLICIES, PLANS & GOALS SUPPORTED

- Ashland Housing Production Strategy (2023), Strategy G: Maintain quality and support preservation of existing manufactured home parks.
- Ashland Comprehensive Plan Housing Goal 6.10.2: Support the creation and preservation of housing that is affordable to low and moderate income households and commensurate with the incomes of Ashland's workforce.
- Oregon Statewide Planning Goal 10: Housing.

BACKGROUND AND ADDITIONAL INFORMATION
Ordinance 3306 is the tenant protection component of the Manufactured Home Park Zone project. Unlike the three companion land use ordinances approved for first reading on June 16, 2026 (Ordinances 3296, 3297, and 3298), Ordinance 3306 is not a land use regulation and is proposed within AMC Chapter 10, Public Peace, Morals and Safety, similar to the existing tenant protections for condominium conversions under AMC 10.115.

At the June 16 public hearing, and consistent with the Planning Commission recommendation of June 9, 2026, the Council continued consideration of Ordinance 3306 to July 21, 2026 and directed staff to return with any revisions recommended following further legal review. Please review June 16th Councl packet materials for prior ordinance 3303 draft. Public Comments received in advance of the June 16th hearing, and those submitted in advance of the July 21st hearing are included as attachments to this communication. The areas the Council identified for review on June 16th included the relationship between the proposed local requirements and Oregon Revised Statutes (ORS) Chapter 90, opportunities to streamline the ordinance through incorporation by reference of state law, clarification of enforcement mechanisms, and the extent of the City's authority to impose notice period requirements exceeding state statutory standards.

Staff and the Legal Department have completed that review and prepared the revised draft ordinance presented this evening. The revised draft uses ORS Chapter 90 as the minimum standard, either quoting the statute directly or incorporating it by reference, with limited local enhancements layered on top. Where the ordinance exceeds state requirements, such as the tenant Notice of Sale and opportunity to purchase timeline, the Legal Department

has concluded the provisions are substantive policy choices pertaining to housing, which is generally an area that local municipalities have jurisdiction to create local rules for given housings societal importance. . ORS 90.842 through 90.846 do not contain language that expressly prohibits local municipalities from making such substantive policy choices, and Oregon courts have upheld tenant and local manufactured home park regulations that go beyond minimum state law requirements to be valid *(Thunderbird Mobile Club v. City of Wilsonville; Owen v City of Portland).*

One tradeoff of the cross reference approach is maintenance. ORS Chapter 90 has been amended frequently in recent legislative sessions, and future statutory changes may require periodic updates to the local code to keep references current. The Legal Department considered restating the statutory text in full. However, given the complexity of ORS Chapter 90, legal recommends discrete cross references as a cleaner and more risk-adverse way to incorporate local code while still working within Chapter 90's larger structure.

SUMMARY OF REVISIONS TO ORDINANCE 3306

The revised ordinance retains the core objectives of the prior draft, meaningful notice, a resident opportunity to purchase, and enforceable local protections, while restructuring the chapter to work within the framework of ORS Chapter 90. The principal changes are as follows:

1. **Direct alignment with state statute.** The notice of sale requirements are now expressly tied to ORS 90.842, and the opportunity to purchase process follows the structure of ORS 90.844, incorporating state law by reference rather than establishing a parallel local process.
2. **Defined opportunity to purchase timeline.** The revised draft establishes a clear three step timeline: a 60 day tenant response period, locally expanded from the 15 days provided under ORS 90.844; a 15 day owner financial disclosure period, structured as an affirmative owner obligation consistent with ORS 90.844(3) and stayed if required disclosures are incomplete; and a 45 day period for tenants to form an entity and submit an offer consistent with ORS 90.844(5). Taken together, these three periods provide residents up to 120 days from delivery of a notice of sale to exercise their opportunity to purchase, a significant expansion of tenant rights beyond the state baseline. The centerpiece is the 60 day response period, four times the 15 days provided under ORS 90.844, giving residents meaningful time to absorb news of a potential sale, meet with their neighbors, and organize a tenants committee. The disclosure and offer periods that follow give that committee the runway to review the owner's financial information, engage technical assistance providers, and assemble financing to bring forward a Resident Owned Community proposal, an outcome that is often out of reach under the compressed state timeline. The ordinance follows the sequence established in ORS 90.844, so if tenants do not deliver a notice of intent within the 60 day period the process concludes and the sale may proceed. When residents do want to pursue ownership of their park, the expanded timeline gives them a genuine chance to succeed.
3. **Streamlined chapter structure.** The chapter has been reduced from eight sections to four. The standalone Declaration of Policy, Relocation Standards and Assistance, Relocation Plan and City Review, and Prohibited Harassment sections have been removed. Relocation assistance and anti-retaliation protections in these areas remain governed by ORS Chapter 90, addressing the legal concern regarding local requirements that exceed state standards.
4. **Notice content requirements.** The notice of sale must include a copy of AMC Chapter 10.116 so that tenants receive the local requirements and their rights directly with the notice.
5. **Expanded notice to the City.** Any notice a park owner is required to provide to tenants under the chapter, or to the State Housing and Community Services Department, must also be provided to the Community Development Department by the same method. The prior draft required only a copy of a conversion notice to the Housing Program Supervisor.
6. **Clarified enforcement.** Violations are now classified as Class A violations under AMC 1.08.020, with each affected household constituting a separate violation, replacing the prior draft's general civil violation language.

FISCAL IMPACTS

The proposed ordinance is a legislative action and has no direct impact on the City's adopted budget. Implementation would occur through existing Community Development housing program staffing.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council may approve first reading of Ordinance 3306 as presented or as amended, with second reading to follow at a subsequent business meeting. Alternatively, Council may deny, or continue consideration to a future date if further revisions are desired.

SUGGESTED MOTION

I move to approve first reading of Ordinance No. 3306 adding Chapter 10.116 to the Ashland Municipal Code establishing notice of sale, opportunity to purchase, and tenant protections for manufactured home park residents, as presented [or as amended].

REFERENCES & ATTACHMENTS

1. Ord3306_MHPZ-NoticeofSale_draft_07102026
2. 2026-07-10_Public Comment_Davis
3. 2026-06-15_Public Testimony_Fields
4. 2026-06-15_Public Testimony_Hampton 6.15.26
5. 2026-06-13_Public Testimony_Hampton
6. 2026-06-01_Public Comment_RVAR

ORDINANCE NO. 3306

AN ORDINANCE ADDING CHAPTER 10.116 TO THE ASHLAND MUNICIPAL CODE ESTABLISHING NOTICE OF SALE, OPPORTUNITY TO PURCHASE, AND TENANT PROTECTIONS FOR MANUFACTURED HOME PARK RESIDENTS

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; and

WHEREAS, manufactured home parks provide an important source of attainable homeownership opportunities within the City of Ashland, and the displacement of manufactured home park residents through park closure, redevelopment, or sale can have significant impacts on housing stability and the availability of replacement housing; and

WHEREAS, the City Council finds that providing meaningful notice of sale, an opportunity for resident organizations to pursue acquisition of manufactured home parks, and clear relocation planning requirements will help preserve housing opportunities, promote informed decision making, and reduce displacement impacts on residents; and

WHEREAS, the City Council further finds that adoption of local notice, relocation, and tenant protection standards is consistent with the City's police powers, complements existing protections established under Oregon law, including ORS Chapter 90, and promotes the public health, safety, and welfare of Ashland residents;

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

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

SECTION 2. Chapter 10.116, Manufactured Home Parks (MHP) – Notice of Sale, Opportunity to Purchase, and Relocation Standards, is hereby added to the Ashland Municipal Code as follows:

Chapter 10.116 MANUFACTURED HOME PARKS (MHP) – NOTICE OF SALE, OPPORTUNITY TO PURCHASE, AND RELOCATION STANDARDS

Sections:

10.116.010 Notice of Sale

10.116.020 Opportunity to Purchase

10.116.030 Additional Notice to City Housing Staff

10.116.040 Penalties

10.116.010 Notice of Sale

A. **The owner of a mobile or manufactured home park shall not close on the purchase, sale, or conversion of a park without first providing written notice of sale to all tenants of the park, as required by AMC 10.116.010(B) and ORS 90.842 (collectively, "Notice of Sale").**

B. **The Notice of Sale shall include the following information:**

1. **A statement that the landlord intends to sell or transfer the manufactured dwelling park;**
2. **The name, address, and contact information of the landlord or the landlord's authorized agent responsible for communications regarding the sale;**
3. **The price, terms, and conditions that the landlord intends to accept for the sale of the park, including a copy of any pending purchase and sale agreement, if available; and**
4. **A copy of this Ashland Municipal Code, Section 10.116.**

10.116.020 Opportunity to Purchase

A. **Following receipt of a Notice of Sale, tenants may organize or act through an eligible tenant organization, cooperative, or other entity permitted under Oregon law to express interest in purchasing a manufactured dwelling park. Park owners and tenants are subject to the following timeline:**

1. **60-day tenant response period: Within 60 days after delivery of the Notice of Sale, tenants must notify the owner in writing the following requests ("Notice of Intent"):**
   a. **The tenants' interest in competing to purchase the facility;**
   b. **The formation or identification of a single tenants committee formed for the purpose of purchasing the facility;**

c. **The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase; and**

d. **Any financial information that would customarily be provided to a prospective purchaser.**

2. **15-Day Financial Disclosure Period. Within 15 days after delivery of the tenant's Notice of Intent, the owner shall provide information that would customarily be provided to a prospective purchaser, including at a minimum the information outlined in ORS 90.844(3) ("Financial Disclosure"). If the owner fails to provide the required Financial Disclosure, the 15 day disclosure period is stayed until the deficiency is cured.**

3. **45-Day Offer Period. Within 45 days after delivery of Financial Disclosures, if the tenants choose to continue competing to purchase the facility, the tenant committee must fulfill the requirements of 90.844(5)(a)-b),**

B. **Nothing in this section requires a park owner to accept an offer to purchase, but failure to comply with these notice and timeline requirements shall constitute a violation of this Chapter and is subject to the penalty fees outlined in AMC 10.116.040.**

10.116.030 Additional Notice to City Housing Staff

Any notice a park owner is obligated to (a) provide tenants under this Chapter or (b) the State Housing and Community Services Department, the park owner shall also notice the City's office of Community Development by the same method of notice.

10.116.040 Penalties

Any separate and distinct violation of this Chapter shall constitute a Class A violation, as set forth in AMC 1.08.020. Each affected household constitutes a separate violation.

SECTION 3. 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 4. 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_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

Johan Pietila
City Attorney
Ashland, OR

Via Email

July 9, 2026

Please do not create an ordinance that would be more burdensome that existing state law.

After leaving Air Force service in 1974 I became involved in providing affordable housing options. This ultimately resulted in owning and operating mobile home and RV parks in four western states including Siskiyou Village in Ashland since 1998. Hopefully you will consider some of my thoughts as you prepare your recommendations to the City Council regarding the residents right to buy. Over the years we've been involved in four resident purchases, all in California. We've found them to be beneficial to all parties, if the conditions are right. When the residents want it, we are always eager to help make it happen.

In most communities, mobile home parks are the most affordable housing option available to consumers. The unique combination of the home being owned by someone other than the landowner sometimes causes confusion and differing goals.

1. Residents are always free to form a residents association to help decide if park ownership would be best for them. They don't need a government ordinance to give them this right. When a person buys a mobile home, they chose if they want to place it in a land leased park or on land they own.

My experience in over fifty mobile home parks has shown that most mobile home owners are content with being on leased land and do not want the responsibilities and liabilities of park ownership.

Residents should start conversations with their neighbors to learn about options available to them and move forward accordingly. If they decide to pursue ownership and have a source of funding, they should let the park owner know. Likewise, they should let it be known if they are unable to form a resident coalition or have no desire to own the land thereby releasing the land owner to pursue other opportunities.

2. Instead of proposing an ordinance that could cause a taking of the landowners rights, consider searching incentives for the owner to sell to residents. For example, some cities have made it possible for an owner selling to residents to use an IRS 1033 exchange that gives the owner up to three years to find other suitable properties to trade into, verses 45 days under a IRS 1031 exchange. Because of IRS and state tax laws, a selling owner almost always would need to pay a huge portion of his life's work to the tax man. Give him an alternative, and you'll see more parks being sold to residents.

3. Giving residents the right to hold up a sale almost always causes a financial burden on the buyers and sellers. Even 45 days currently required by Oregon Law is burdensome and costs sellers and buyers undue costs. 180 days proposed in Ashland is completely unreasonable and un-called for.

Resident groups desiring to buy a park should be treated like any other prospective buyer:

1. Form an acceptable entity.
2. Determine how you would raise the required money
3. Make an offer that contains all the normal clauses: earnest money deposit, a reasonable time for due diligence after which the earnest money deposit is payable to the seller, and a final closing date.

As with all prospective buyers, if no progress is being made towards a successful and timely sale, the contract is cancelled and the seller is free to move on to other options. Removing an owners right to sell for 180 days is defiantly taking a basic right away.

It was very disappointing to learn only short weeks prior to planning commission and city council hearings that re-zoning for our property had been studied for three years! We would have liked to be part of the process. Siskiyou Village is probably the only mobile park with readily available vacant land for development. We approached the city almost twenty years ago about adding spaces to our existing park. We were turned down because the project would not create the number of jobs the city required. As an aftermath of the Almeda fire there is an abundance of vacant spaces in the area and an expansion now is not economically feasible. The proposed "Residents Right to Purchase" ordinance was not noticed along with the re-zoning ordinances. Hopefully this time a reasonable amount of time for meaningful discussions will be allowed.

I don't know the other park owners that would be affected by Ashland's ordinance, but please know that all mobile home park owners are not rich and don't need the money. My brother and I have made our living providing an affordable housing solution to willing customers and our retirement income depends on it too. Please don't take it away from us. Work to find incentives for a sale to residents and remove delays when residents have clearly demonstrated their unwillingness or inability to buy a property.

Sincerely,

Douglas W Davis

209 383-5921

From: noreply@civicplus.com
To: Ashland City Recorder
Subject: Online Form Submittal: City Council Public Comment Form
Date: Monday, June 15, 2026 10:18:50 PM

[EXTERNAL SENDER]

City Council Public Comment Form

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

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

Full Name	Echo E Fields
Meeting Date	06/16/2026
Email Address	[redacted]
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	Manufactured Home Park Zoning
Comments (Leave this section blank if you are requesting to speak electronically.)	See below attached file testimony re Public Hearing and First Reading of Ordinances 3296, 3297, 3298, and 3306 Establishing the Manufactured Home Park Zone (MHPZ)
Upload a file or image	2026 Manuractured Housing Zone.docx

Email not displaying correctly? View it in your browser.

2026 June 15

From: Echo Fields. Ashland resident.

Public testimony Council Business Meeting June 16 *re: Public Hearing and First Reading of Ordinances 3296, 3297, 3298, and 3306 Establishing the Manufactured Home Park Zone (MHPZ), Amending Manufactured Housing Development Standards, Adopting Related Comprehensive Plan and Zoning Map Amendments, and Establishing, Manufactured Home Park Resident Protections, I support the proposed manufactured home park zones in Ashland*.

Zone changes to protect existing manufactured home parks and to identify areas where new manufactured units/developments could be built have been in the works since 2021, starting with the Ashland Housing Capacity Analysis (HCA), then our Housing Production Strategy (HPS). Having been one of the people involved in the past in some of these meetings, I learned that local manufactured home zones can support the cultural and demographic diversity in our City.

The current proposed ordinance changes support the goal of providing diverse housing types, "middle housing." We know that we lack housing that is attainable and affordable for residents at all income levels. Manufactured housing units were identified in the HCA and HPS as among ways to respond to our affordability crisis.

State policy (for example ORS197.303) mandates cities to diversify the types and price points of housing. Public input from various stakeholders was part of the HCA and HPS working groups process. What Council sees in your packet is the fruit of 5 years of work by the HCA and HPS working groups, the Ashland housing program & planning staffs, the Housing and Human Services Advisory Committee, and the MHPZ Management Advisory Committee.

State policies matter, too. State or federal legislation can mitigate the impact of the "financialization of housing:" i.e. private equity firms that buy existing older "mobile home" parks, raise space rents (often as much as $1000/month now), push out residents who can't pay, then profit from converting parks to uses that make profit for investors. As the "mom & pop" owners of older parks age and retire, private equity or hedge funds too often swoop in. States and cities must act to put guardrails on profiteering and maintain existing manufactured home stock.

Policies that encourage park residents to form co-operative ownership are another strategy. Representative Pam Marsh has been a leader in those efforts here in Oregon. I

am pleased to see that there is discussion by Council on how we can make those efforts possible.

Non-profit developers also play a key role: CASA of Oregon, Coalicion Fortaleza, Age + have been role models in Talent and in Phoenix where manufactured homes were lost in the Almeda Fire. The manufactured, modular homes at the former Talent Mobile Estates and at the Oro Vista community off Hwy 99 in Talent are examples of the quality and appearance of today's factory-built housing. They can be built far more quickly than "stick-built" construction, use better materials, and comply with fire codes and climate-friendly policies.

I encourage the Council to see Ashland's manufactured home park zones should be seen in this larger context. There are no magic wands for rapidly building the "middle housing" and attainable housing types we know we need. But these zoning changes are one step we CAN take.

From: noreply@civicplus.com
To: Ashland City Recorder
Subject: Online Form Submittal: City Council Public Comment Form
Date: Saturday, June 13, 2026 9:59:34 AM

[EXTERNAL SENDER]

City Council Public Comment Form

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

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

Full Name	William H. Hampton
Meeting Date	June 16
Email Address	[redacted]
Are you a City of Ashland resident?	Yes
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Written
Which agenda item would you like to address?	MHPZ
Comments (Leave this section blank if you are requesting to speak electronically.)	To: Mayor Tonya Graham and Members of the Ashland City Council: My name is Hank Hampton and I am the General Manager of Wingspread Mobile Home Park, [redacted], Ashland, Oregon. The Hampton family have been stewards of Wingspread for the past 49 years, taking pride in providing affordable and enjoyable living spaces for our tenants occupying the 116 homes there, several of whom have been there for decades. All of these years, we have been governed the current R-2 zone with a specific subset for mobile home parks. Now, with this

targeted ordinance effectively freezing the zoning to Mobile Home Parks, you are taking away our ability to ever change the housing usage, regardless of the situation. The Park is over 60 years old.

While strictly limiting our usage of this 20-acre site, you are at the same time effectively placing a moratorium on our selling it by extending the timeline for tenant response from 15 days to 6 months. Oregon law strictly prohibits a City from altering, extending, or disrupting the sale of mobile home parks in the manner contemplated by ORS 90.842. The proposed 6-month delay for a tenant response to a first refusal offer, while the buyer is supposed to stand by for that long, is totally unreasonable and confiscatory. The law already allows tenants 15 days to form a committee and start their process, then they have and additional 90 days to form their entity, line up the financing, and make their offer. The State will be helping them along the way and would likely provide the financing. The 15-day notice has been the law for a while and seems to have worked regarding other tenant-owned communities in Oregon.

This proposed zone change will effectively render Wingspread as a Nonconforming Use, subject to possibly severe and expensive consequences if not administered correctly, or with bias. For that reason we are formally requesting that explicit "Safe Harbor" language be integrated into the final text of the proposed Manufactured Home Park Zone (MHPZ) Ordinance. Specifically, we request an absolute exemption from retroactive fire lane, street width, and hydrant radius overhauls when a pre-HUD park undertakes critical in-kind maintenance and modernization of its existing underground utility systems. Our park plans to invest significant private capital to replace our 60-year-old water mains and laterals in order to secure environmental safety and utility reliability for our 116 families. To make this vital infrastructure reinvestment viable and be able to obtain financing for it, the MHPZ text needs to explicitly clarify that the direct repair, replacement, or upgrading of existing utility footprints does not constitute a "site alteration," "new development," or "change of use," and shall not trigger mandatory, retroactive compliance reviews by Fire District #3 or the Planning Division.

Thank you for consideration of these comments.

Could you please confirm receipt of this email/letter for presentation at the June 16 meeting.

Sincerely,

Hank Hampton
General Manager, Wingspread Mobile Home Park

	and for: Henry Hampton, Managing Partner, Wingspread, LLC Joshua Hampton, Partner, Wingspread, LLC Jane Rice, Partner, Wingspread, LLC
Upload a file or image	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: Hank Hampton
To: City of Ashland Public Testimony
Subject: MHPZ Hearing by Council on June 16, 2026
Date: Saturday, June 13, 2026 8:16:10 PM

[EXTERNAL SENDER]

To: Mayor Tonya Graham and Members of the Ashland City Council:

My name is Hank Hampton and I am the General Manager of Wingspread Mobile Home Park, [redacted] Ashland, Oregon. The Hampton family have been stewards of Wingspread for the past 49 years, taking pride in providing affordable and enjoyable living spaces for our tenants occupying the 116 homes there, several of whom have been there for decades.

All of these years, we have been governed the current R-2 zone with a specific subset for mobile home parks. Now, with this targeted ordinance effectively freezing the zoning to Mobile Home Parks, you are taking away our ability to ever change the housing usage, regardless of the situation. The Park is over 60 years old.

While strictly limiting our usage of this 20-acre site, you are at the same time effectively placing a moratorium on our selling it by extending the timeline for tenant response from 15 days to 6 months. Oregon law strictly prohibits a City from altering, extending, or disrupting the sale of mobile home parks in the manner contemplated by ORS 90.842. The proposed 6-month delay for a tenant response to a first refusal offer, while the buyer is supposed to stand by for that long, is totally unreasonable and confiscatory. The law already allows tenants 15 days to form a committee and start their process, then they have and additional 90 days to form their entity, line up the financing, and make their offer. The State will be helping them along the way and would likely provide the financing. The 15-day notice has been the law for a while and seems to have worked regarding other tenant-owned communities in Oregon.

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General Manager, Wingspread Mobile Home Park

and for: Henry Hampton, Managing Partner, Wingspread, LLC
Joshua Hampton, Partner, Wingspread, LLC
Jane Rice, Partner, Wingspread, LLC

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Hank Hampton
General Manager, Wingspread Mobile Home Park

and for: Henry Hampton, Managing Partner, Wingspread, LLC
Joshua Hampton, Partner, Wingspread, LLC
Jane Rice, Partner, Wingspread, LLC

Outlook

MHPZ Proposal-- Rogue Valley Association of Realtors Feedback & Concerns

From Isis Thornton-Saunders <isis@ustrategies.org>
Date Mon 6/1/2026 4:43 PM
To planning <planning@ashland.or.us>
Cc Jeff Dahle <jeff.dahle@ashland.or.us>

1 attachment (109 KB)
Ashland MHPZ May2026 PlanComm.pdf;

[EXTERNAL SENDER]
Hi there,

I am writing on behalf of the Rogue Valley Association of Realtors (RVAR) to provide formal feedback and concerns regarding the proposed Manufactured Home Park Zone ordinance, and to respectfully request that this letter be transmitted to the Planning Commission members in advance of the June 9th public hearing.

As the representative organization for property owners and consumers of real estate services throughout the Rogue Valley, RVAR has a long-standing interest in land use decisions that affect housing supply and property rights in our region, and would welcome the opportunity to serve as a partner and resource for the Commission on proposed changes that intersect with housing supply and property rights.

Please let me know if you have any questions.

Best,

Isis Thornton-Saunders
United Strategies & Consulting | Associate
C: 785-410-1345 | ustrategies.org
218 W 6th St, Medford, OR 97501

Book a Meeting

Confidentiality Notice:
The contents of this email message and any attachments are intended solely for the addressee(s). If you are not the intended recipient of this message or their agent, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

ROGUE VALLEY ASSOCIATION OF REALTORS®

Jackson County Office:
625 Franquette Street, Medford, Oregon 97501
Josephine County Office:
558 NE F Street Ste 7, Grants Pass, OR 97526
Phone: (541) 770-7060
Website: roguevalleyrealtors.org

May 24, 2026

City of Ashland
20 East Main Street
Ashland, OR 97520

Dear Planning Commissioner Lisa Verner, and Members of the Planning Commission,

I am writing on behalf of the Rogue Valley Association of REALTORS® regarding the proposed zoning updates for manufactured home parks. We applaud the city for looking at ways to preserve and promote affordable housing opportunities. The proposed zoning updates that streamline park development, access and create a clear process for residents to purchase the park when an owner decides to sell is an excellent way to encourage affordable home ownership in an economy when housing prices continue to rise.

However, we do have some concerns about the language as proposed. First, extending the state statutory 14-day right of refusal to 120 days is an extreme difference that could produce unintended consequences for both owners and tenants. We agree that allowing tenants more than 14 days to organize and make an offer would be beneficial, but 120 days is the extreme end of the spectrum and could actually cause potential offers to fall through and/or prevent offers from being made in the first place. If an owner is selling the property due to financial hardship, not being able to sell the property in a timely manner could hurt the tenants in the long run if they are unable to purchase the property and the owner is forced to close and relocate them. A 30-day timeframe would be advisable and definitely no more than 60 days.

Our second and most significant concern involves the proposed language regarding tenant relocation in the event of a park closure or conversion. As drafted, this section raises several implementation questions that suggest it may not yet be thoroughly vetted, and vests considerable discretionary authority in the City over a process to which it is not a direct party— creating potential for delays that could ultimately harm the very tenants the Council seeks to protect.

We respectfully ask the Planning Commission to consider the following:

- Will the City be providing a standardized template for the relocation plan?
- Who determines whether or not a relocation coordinator is required? *The language says "may require," but what is the criteria for determining if it is or isn't required?*
- If a relocation coordinator is required, is there a cost? If yes, who pays for it?
- What if there are other factors at play that are determining the date of the closure of the park other than the City's approval? *Item D under the relocation plan section says it may not close until the City approves it, but the City may not be the only factor at play. For example, if an owner is going through bankruptcy, the courts may have already declared a closure date for the park.*

Taken together, these questions point to a need for greater specificity before the relocation provisions can function as intended.

This leads to our third and final concern, which is that the proposed penalties are substantial and punitive, even in circumstances where the closure is not the owner's choice or within their control.

The proposed language states that any violation of this chapter shall constitute a civil violation subject to penalties under the Ashland Municipal Code, and that each affected household shall constitute a separate violation. In a park with dozens of households, this structure could expose an owner to substantial cumulative liability, even in circumstances where the closure is not their choice or within their control. In situations driven by financial distress, legal proceedings, or other external factors, penalties of this magnitude risk producing outcomes that are neither fair nor consistent with the Council's perceived intent of the language.

We share the Commission and Council's commitment to protecting tenants and preserving affordable housing in Ashland, and we believe that balance is achievable. The concerns outlined above are offered in that spirit: to ensure the final ordinance is clear, workable, and protective of the residents it intends to serve without creating unintended consequences for the owners who make that housing possible.

As representatives for many of the property owners and consumers of real estate services in Ashland, including those in manufactured home parks, we ask that we be granted standing in any public process you undergo. As you review and consider any proposals, please consider us as a resource, willing to offer our assistance and insights about how proposed changes might impact housing supply and property rights. As REALTORS®, we are intimately acquainted with both residential and commercial properties and the rights and usage expectations that the owners and tenants of those properties have. We would be privileged to assist in any way necessary and to answer questions you may have.

If you have questions or would like additional information, please contact me at 541-770-7060 or tina@roguevalleyrealtors.org or our Government Affairs Consultants, United Strategies & Consulting at 541-944-7185 or greg@unitedstrategies.com.

Sincerely,

Tina Grimes

Tina Grimes
CEO

Council Business Meeting

Date: July 21, 2026

Agenda Item	APD/ECSO Contract Extention
Department	Police
From	Tighe O'Meara, Police Chief

TIME ESTIMATE
5 minutes

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

SUMMARY
Staff is seeking approval of a contract extension with Emergency Communications of Southern Oregon (ECSO).

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION
Prior to 2003 the City of Ashland maintained an in-house 911 dispatch center. Since 2003 the City has contracted with an outside agency to provide consolidated dispatch services. At first the City contracted with the City of Medford. In approximately 2009 Medford dispatch operations combined with the County's dispatch operations and together they became Emergency Communications of Southern Oregon (ECSO). All 911 calls in Jackson County go to ECSO, and all emergency services (except for Oregon State Police) are dispatched by ECSO. Having one regional dispatch center, as we have with ECSO, represents the most cost-effective and efficient way to handle emergency and first responder communications.

The APD as well as AFR, contract with ECSO for emergency dispatch services. There is no viable option other than ECSO available to fulfill this role currently. The language of the contract for 2026-2027 remains the same. As such, staff is seeking Council's approval of an amendment for the police department contract with ECSO. The approval of this amendment extends the City's contracts with ECSO through June 30, 2027.

FISCAL IMPACTS
The police department's contract cost is $553,466.99 and it is accounted for in the current budget.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to approve contract extensions between APD and ECSO.

REFERENCES & ATTACHMENTS
1. Ashland Police User Agreement

Amendment No. 7 to

ECSO User Agreement

This AMENDMENT No. 7 to the ECSO User Agreement dated October 18, 2018 (the "contract") between Ashland Police Department ("Agency") and Emergency Communications of Southern Oregon ("ECSO") is effective July 1, 2026.

AMENDMENT

1. Defined terms used but not defined in this Amendment are as defined in the Contract.
2. Exhibit "C" of the Contract is hereby deleted and replaced by Exhibit C attached hereto.

Except as expressly modified by this Amendment, the terms and conditions of the Contract remain in full force and effect.

EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON

By: _____

Date: 6-11-26

Title: Director

ASHLAND POLICE DEPARTMENT

By: _____

Title: _____

Exhibit C

FY 2026-2027 User Rates

Agency	Rates	
BLM	$	8,250.56
Butte Falls Fire	$	4,114.47
Butte Falls Police	$	8,250.56
Crater Lake National Park	$	19,387.95
Greensprings Fire	$	8,250.56
Jackson County Airport	$	17,116.95
Jackson County Roads and Parks	$	8,250.56
Jackson County Services	$	8,250.56
Jackson County Community Justice	$	8,250.56
Lake Creek Rural Fire	$	8,250.56
ODF	$	8,250.56
BLM - Law	$	8,250.56
Prospect Fire	$	8,250.56
SOU	$	17,116.95
US Forest Service	$	8,250.56
Ashland Fire	$	245,055.13
Ashland Police	$	553,466.99
Central Point Police	$	342,645.16
Eagle Point Police	$	177,873.49
Evans Valley Fire #6	$	28,425.65
Jackson County Sheriff	$	1,608,493.67
Jacksonville Fire	$	34,434.29
Jacksonville Police	$	80,783.10
JCFD #1	$	81,711.02
JCFD #3	$	503,682.29
JCFD #4	$	56,784.29
JCFD #5	$	187,552.03
JCFD #9	$	56,883.90
Medford Fire	$	816,324.82
Medford Police	$	1,687,784.36
Phoenix Police	$	86,209.00
Rogue River Police	$	43,524.45
Talent Police	$	105,500.10

Council Business Meeting

Date: July 21, 2026

Agenda Item	Contract Award for Chemicals Acquisition — Cascade Columbia Distribution Co.
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

5 minutes.

CATEGORY

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

SUMMARY

The Water and Wastewater Treatment Plants require chemicals as part of the treatment process to ensure that regulatory water quality standards for both plants are met. Approval of the fiscal year 2027 public contract award for these chemicals will allow the City's Water Treatment Plant Supervisor and Wastewater Treatment Plant Supervisor to procure the chemicals required to maintain consistent treatment plant operations and meet water quality standards as required by the Oregon Health Authority (water) and the Department of Environmental Quality (wastewater). Cascade Columbia Distribution Co. is the only vendor awarded chemicals that will exceed the $250,000 threshold and require Council approval.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Essential Service
    1. Water
    2. Wastewater
- Continue to leverage resources to develop and/or enhance Value Services

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

BACKGROUND AND ADDITIONAL INFORMATION

In accordance with City procurement policy, Council is required to approve the award of public contract(s) over the threshold of $250,000.

A formal competitive sealed bid "Invitation to Bid" (ITB) is facilitated either yearly or for a biennium to procure the majority of chemicals utilized at the Water and Wastewater Treatment Plants. A formal ITB is required because the total cost for these chemicals exceeds the $250,000 threshold for competitive bidding.

The fiscal year 2027 ITB was structured to receive bids for nine (9) different Wastewater and Water treatment chemicals from multiple vendors. The ITB was released on Oregonbuys the States procurement website on May 19, 2026, and bids were received on June 2, 2026. The City received twenty-four (24) bids from seven (7) different vendors for the nine (9) different chemicals required for water and wastewater treatment processing.

Vendors could bid on any or all of the chemicals. The vendor whose contract met the $250,000 threshold needed for Council approval was:

- Cascade Columbia Distribution Co.

Contracts that were under the Council approval threshold and have already been awarded are:

- Alumichem USA
- Univar Solutions USA Inc.
- Elchemy Inc.
- Chemtrade Chemicals US LLC

The term for these public contracts will begin on July 1, 2026 and end on June 30, 2027.

FISCAL IMPACTS

Table 1 on page 3 shows the breakdown of chemical costs for fiscal year 2027. Chemicals are budgeted for in the current biennium and adequate funds are available. Cascade Columbia Distribution Co. is the only vendor which requires Council approva

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve the public contract award for chemicals acquisition with Cascade Columbia Distribution Company.

REFERENCES & ATTACHMENTS

1. Amended Invitation to Bid Treatment Plant Chemicals_FY27 Final
2. 2026-2027 ITB Chemicals for WTP and WWTP - BID TAB

Invitation to Bid

Chemicals for use at the City of Ashland

Wastewater and Water Treatment Plants Date of

Release: Tuesday May 19, 2026

Proposals are due by: 2:00:00 PM (PST), June 09, 2026

Contracting Agency:	**City of Ashland Sole**
Point of Contact:	**Keanna Khlafallah**
Title:	**Procurement Specialist**
Address:	**City of Ashland 20 E. Main Street Ashland, OR 97520**
Telephone:	**(541) 552-2290**
Fax:	**(541) 488-5311**
Email:	Keanna.khlafallah@ashlandoregon.gov

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Chemicals for the Water & Wastewater Treatment Plants 11

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EXHIBIT B: Certificate of Compliance 24

EXHIBIT C: Goods and Services Agreement 25

Exhibit D: Living Wage 32

Public Notice

Invitation to Bid

Chemicals For Use At The Water & Wastewater Treatment Plants

Proposals are due by 2:00:00 PM (PST), June 09, 2026

The City of Ashland is seeking bids for nine (9) chemicals for use at the Water and Wastewater Treatment Plants as specified in this Invitation to Bid (ITB). Bidders are encouraged to bid on any number of chemicals they can provide as specified. The City's intent is to award an individual 12-month contract for each chemical to the lowest responsive and responsible bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid. The 12-month contract term will begin on July 1, 2026, and end on June 30, 2027.

Bid documents may be downloaded from the OregonBuys web procurement system. Any addenda that may be issued relating to this ITB will be available from OregonBuys, and potential bidders are cautioned to continuously monitor the site for updates and addenda.

Bidders are now able to submit their bids and/or responses online. Bids may also be delivered in hard copy form to the City in accordance with the requirements outlined in the ITB.

All questions must be asked through OregonBuys where questions and answers will be available to all bidders or via email. If asked via email all questions and answers will be posted on the OregonBuys website.

Bids must be received by **2:00:00 PM (PST), June 09, 2026,** either digitally by submission through OregonBuys, delivered in person to 2245 Ashland Street, Ashland OR 97520 (must call ahead), or mailed to 20 E. Main Street, Ashland OR 97520. Bids may also be emailed to the sole point of contact. The bids will be opened at the time and date of the deadline**,** and the City will record and make available the identities of the bidders. Bids will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

Keanna Khlafallah
Procurement Specialist City
of Ashland, Oregon
Keanna.khlafallah@ashlandoregon.gov

Published: Wednesday, May 19, 2026

Invitation to Bid

Invitation to Bid

Chemicals For Use at the Water & Wastewater Treatment Plants

Proposals are due by 2:00:00 PM (PST), June 09, 2026

The City of Ashland ("City") is accepting bids for the purchase of **chemicals for use at the Water & Wastewater treatment plants** further referred to in this Invitation to Bid as "goods and services". All bids shall be subject to the following conditions:

1. Time and Place for Receiving Bids: Bids must be received by the Purchasing Specialist by 2:00:00 PM (PST), June 09, 2026. Bids may be submitted digitally through OregonBuys or delivered to 2245 Ashland Street, Ashland OR, 97520. Bids may also be delivered to the sole point of contact. Please call 541.552.2009 prior to arriving as the doors may be locked. The bids will be opened at the time and date of the deadline, and the City will record and make available the identities of the bidders. Bids will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.
   Bids must be identified as the title of the digital submission or on the outside of the envelope as follows:
   - Purchase of Chemicals for WWTP & WTP June 09, 2026
2. Schedule: In compliance with OAR 137-047-0255(2)(c)(A), the solicitation schedule is as follows:

Activity	Date
Invitation to Bid Release	May 19, 2026
1st Public Notice	May 19, 2026
Deadline for submitting questions and requests for additional information	June 2, 2026
ITB Protest Period Ends	June 18, 2026
Bid Due Date – Late bids will not be accepted	June 09, 2026
Evaluation Process	June 09 – June 10, 2026
Contract Recommendation	Upon completion of evaluation process
Notice of Intent to Award	At least seven (7) days before the award of a public contract (allows for a 7-day protest period)
Contract Recommendation Presented to City Council for approval if needed	July 07, 2026
Public Contract Award	Upon Council approval and at least seven (7) days after the Notice of Intent to Award has been released
Contract Term	July 1, 2026, to June 30, 2027

Any changes made to the closing date of the Invitation to Bid will be made in the form of a written addendum and posted online.

3. Purchasing Specialist: The City of Ashland. Purchasing Specialist, Keanna Khlafallah, is the sole point of contact for this solicitation. All requests, questions, inquiries, and correspondence pertaining to this bid should be directed to the Purchasing Specialist via the solicitation on OregonBuys.

4. Protests: Any prospective bidder who contends that the provisions of the contract documents or that the procurement process is contrary to law or that this solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name, must submit a written protest with the Purchasing Specialist at least ten (10) days prior to the date on which the bids are due. Failure to file a protest will be deemed a waiver of any claim by a bidder or prospective bidder that the procurement process violates any provision of ORS subchapters 279A and 279B or the City's Public Contracts rules found in Section 2.50 of the Ashland Municipal Code. If protests or inquiries or comments by bidders raise issues that require clarification by the City, addenda will be issued by the Purchasing Specialist.

5. Disclaimer of Responsibility. The City will not be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from, the contract documents, or be in doubt as to their meaning, such bidder shall notify the person designated in paragraph 2. Any and all such revisions made to the specifications in the Invitation to Bid, will only be made in the form of written addenda which, if issued, will be made available to all prospective bidders on OregonBuys not less than 72 hours before the closing time unless the addenda also extends closing. All addenda so issued shall be considered by the bidder in preparing the bid, shall be submitted with the bid and shall become a part of the contract documents.

6. Specifications: Specifications for the goods and services are included in the Invitation to Bid. Any deviations from the specifications shall be identified in the bid utilizing the method outlined in paragraph GC17 of the general conditions/specification documents. Reference to brand names in the specifications are utilized to describe the type and quality of item required. Bidders are not limited to the brand specified but may submit any brand of equivalent type and quality. Any deviations from the specifications, however, shall be identified in the bid, and City reserves the right to reject a bid on the basis of deviations or brands which are not equivalent in type or quality.

7. General Conditions: The City's general conditions for purchase of goods and services are attached to and incorporated in this Invitation to Bid. Any bid that attempts to modify or abrogate any of the general conditions including, but not limited to, provisions on warranties may be rejected as nonresponsive.

8. Addenda: If it becomes necessary to revise any part of the bid documents, written addenda will be provided and posted on OregonBuys. Receipt of an addendum by a bidder must be acknowledged by signing and returning the document with the bid form.

   8.1. Bidders shall complete the bid forms provided by the City. All pages of the bid forms must be left in proper sequence. Bids may be rejected as nonresponsive if they are altered, incomplete, conditional, or otherwise irregular.

   8.2. If the bid is submitted by a partnership, it must be signed by a partner. If the bid is submitted by a corporation, it must be signed by a corporate officer and be accompanied by proof of authority to sign.

   8.3. The bid must include **Exhibit B**, a statement on whether or not the bidder is a resident bidder as defined in ORS 279A.120(1). "Resident bidder" means a bidder who has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the

bid, has a business address in this state and has stated on the bid that the bidder is a "resident bidder". The Certificate of Compliance statement included with this Invitation to Bid is required to be signed and will satisfy this requirement.

9. Requirements of Contract Documents: Each bidder must examine the general conditions, specifications and other contract documents and take such other reasonable and prudent actions that the bidder deems necessary to ascertain the requirements of the contract documents. A bidder shall not at any time, after submission of its bid, assert that there was any misunderstanding concerning the nature, quality or description of the goods and services to be supplied.

10. Withdrawal of Bids: Any bid may be withdrawn at any time prior to the time set for opening bids, by providing a written request for withdrawal of the bid to the Purchasing Specialist. The request shall be executed by the bidder or a duly authorized Specialist. All bids shall be irrevocable for a period of 60 days from the day of opening.

11. Acceptance of Bid: The City may reject any bid if the City determines that the bidder has an interest in more than one bid; there is collusion between bidders; the bid is not responsive; the bid is not in compliance with the terms of the contract documents and all applicable public bidding laws, rules and ordinances; or the bidder is not qualified to provide the goods and services covered by the contract documents.

    11.1. Pursuant to ORS 279A.120(2)(b), to determine the lowest responsive bid, the City will add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

    11.2. Terms or discounts which are conditioned upon payment within a certain time will not be considered for the purposes of comparison of bids.

    11.3. Pursuant to ORS 279A.120(2)(a), the City shall give preference to goods and services manufactured or produced in Oregon if price, availability, and quality are otherwise equal.

    11.4. Pursuant to ORS 279B.055(2)(f), contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this Invitation to Bid.

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

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

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

11.8. Pursuant to ORS 279B.100, the City reserves the right to cancel or reject any or all bids if the City finds that it is in the public interest to do so without liability to any bidder for any loss or expense caused or resulting from the cancellation or rejection of a bid or award.

12. Award of Contract. If the City awards a contract, the City shall award the contract to the lowest responsible and responsive bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements. A multiple award may be made if an award to two or more bidders of similar goods and services is necessary for adequate availability, delivery, service, or product compatibility. In addition, any other public agency wishing to use the resulting contract may be authorized by mutual consent of the City of Ashland and the contractor pursuant to ORS 279A.215.

12.1. Responsive Bid: A bid that fully conforms in all material respects to the Invitation to Bid and all its requirements, including all form and substance. "Responsiveness" refers to the offer.

12.2. Responsible Bid: A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract as described in ORS 279B.110. "Responsibility" refers to the offeror.

13. City Reserves the Right to Reject. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so, in accordance with ORS 279B.100. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules.

General Conditions For Purchase Of Goods And Services

1. Contract Documents: The contract documents are complementary. A requirement in one of the contract documents is as binding as though occurring in all. In the event of any inconsistency in the terms of the contract documents the following order of precedence shall govern unless otherwise stated:

    1. Specifications
    2. These general conditions
    3. Invitation to Bid/Contract
    4. The bid.

The apparent silence of the contract documents as to any detail shall be regarded as meaning that only the best practice is to prevail and that only goods and services of the highest quality are to be provided by the bidder.

2. New Goods and Materials: All goods and materials shall be new unless otherwise specified in the special provisions or specifications.

3. Payment: Payment shall be made by the City within thirty days after the City has inspected the goods or has had a reasonable opportunity to do so. The City may reserve payment until all goods and services are received.

4. Risk of Loss: Bidder shall have the risk of loss until the goods and services have been delivered to the City's facility and are approved after inspection by the City.

5. Inspection: Goods and services furnished under this contract shall be subject to inspection and testing by the City at times and places determined by the City. If City determines that the goods and services are not in compliance with the specifications, City may reject the goods and services and require Bidder to either cure defects or make an equitable price reduction. If Bidder refuses to cure defects within a time deemed reasonable by City, City may cancel the contract or enforce City's remedies for default. Nothing in this provision shall impair the City's rights to enforce warranties, revoke acceptance of the goods and services or enforce any other remedies under ORS Chapter 72.

6. Safety and Health Requirements: Goods and services shall comply with all federal Occupational Health and Safety (OSHA) requirements and with all Oregon safety and health statutes and administrative rules including, but not limited to, those of the Workers' Compensation Department.

    All "Safety Data Sheets" (SDS) for hazardous chemicals that are subject to OAR 437-004-9800(6) shall be submitted to the City before the chemicals are delivered.

7. Taxes: City generally is not subject to taxation. The Bidder shall be responsible for paying all taxes on the sale of the goods and services, except fuel taxes included in the bid price.

8. Compliance with Law: This agreement will be governed by and construed in accordance with the laws of the State of Oregon. Each party agrees that it will perform its obligations hereunder in accordance with all applicable state, federal and local laws, rules, and regulations now, or hereafter in effect. Bidder shall comply with applicable provisions of ORS 279C.505, 279C.515, 279C.520 and 279C.530. Bidder is a "subject

employer" as defined in ORS 656.005. Bidder shall comply with all applicable workers' compensation laws including, but not limited to, ORS 656.017.

9. Patented Goods and services: Bidder shall defend, indemnify and hold City harmless from any claims for infringement of patent arising out of City's use of the goods and services.

10. Severability: If any provision of the contract documents shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract documents. The contract documents shall be construed as if such invalid or unenforceable provision had never been included.

11. No Waiver: No provision of the contract documents shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived its rights. Any waiver of a breach by any party, whether expressed or implied, shall not constitute waiver of any other different or subsequent breach.

12. Successors: The successors, assigns and legal specialists of Bidder and City shall be subject to all provisions of the contact documents. The Bidder shall not assign the Bidder's rights or obligations under this agreement without prior written consent of the City.

13. Indemnification: Bidder shall defend, indemnify and save City, its agents, and employees harmless from any and all losses, claims, actions, costs, or other damages resulting from injury to any person or damage to property, of whatsoever nature arising out of or incident to the performance of this agreement by Bidder or defects in the goods and services. The Bidder shall not be held responsible for any losses, claims, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of the City.

14. Notices: Any notice required to be given under this contract, or any notice required to be given by law, shall be in writing and shall be given by personal delivery or by registered or certified mail, to Bidder at the address stated in the bid form or to City at the address of the Purchasing Specialist stated in the Invitation to Bid.

15. Entire Agreement: The contract documents are the entire, final, and complete agreement of the parties and supersede all prior and existing written or oral understandings except as otherwise continued in effect by the terms of the contract documents. No modification of the contract documents shall be valid unless in writing and signed by the parties.

16. Acceptance of Specifications: Bidders must satisfy themselves by personal examination of the specifications and by such other means as they prefer, as to the actual conditions and requirements of the specifications and shall not at any time, after submission of the bid, dispute, complaint, or assert that there was any misunderstanding in regard to the nature, quality or description of the item to be supplied. The bidder must submit with its bid a statement accepting each and every specification or accepting each and every specification not otherwise accepted under paragraph 17 of this section.

17. Exceptions: The bidder may take exception to any standard of these specifications. The prospective bidder who cannot meet each and every requirement of the specifications need not be considered unqualified to submit a bid. By taking exceptions and clearly stating them, in writing, on a separate sheet of paper headed "EXCEPTIONS", and by offering alternatives to replace excepted requirements, a bidder may still compete in the process.

Specifications For Purchase Of Goods And Services

1. Acceptance: Bidders must satisfy themselves by personal examination of the specifications and special provisions, and by such other means as they prefer, as to the actual conditions and requirements of the specifications and special provisions of the contract documents, and shall not at any time, after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature, quality or description of the item to be supplied.
2. Exceptions: The bidder may take exception to any standard of this specification. The prospective bidder who cannot meet each and every requirement of the specifications need not be considered unqualified to submit a bid. By taking exceptions and clearly stating them, in writing, on a separate sheet of paper headed "EXCEPTIONS", and by offering alternatives to replace excepted requirements, a bidder may still compete in the process.
3. Specifications: The specifications for the goods and services to be supplied are attached to this document.

Bid Information
Chemicals for the Water & Wastewater Treatment Plants

Specifications

The City of Ashland, and its Wastewater Treatment Plant (WWTP) and Water Treatment Plant (WTP) are requesting bids for a total of nine (9) chemicals as individually specified. Six (6) of the chemicals are required by the WTP, and three (3) of the chemicals are required by the WWTP. Bidders are encouraged to submit bids for any number of individual chemicals they are able to provide as specified.

Six (6) of the chemicals will allow for substitutions or equivalents as specified. The remaining three (3) chemicals are manufacturer/brand specific and specified as "No Substitution" due to the strict standards of maintaining quality control and meeting permit requirements. Even though a chemical is specified as "No Substitution", oftentimes there are multiple resellers.

Substitutions "or equivalents" for the specified quality and quantity of the individual chemicals will receive full consideration, provided the substitutions are appropriate for the application, and they are of equal quality and quantity. The City reserves the right to reject a bid if the item being provided as a substitution is determined by the City to not be of equal quality and quantity and/or to not be appropriate for the application.

The following general specifications apply to ALL the specified chemicals.

Bids

Pricing shall be submitted in such a way as to show the breakdown of all applicable and related costs for each individual chemical. Costs not included in the bid will be subject to non-payment by the City of Ashland. Bids shall be submitted directly on the spec/cost sheets included in this Invitation to Bid.

The Bid Form attached as Exhibit A is required to be completed, signed, and included with the bid being submitted in response to this Invitation to Bid.

Contract

The City's intent is to award an individual 12-month contract for each chemical to the lowest responsive and responsible bidder for a term beginning July 1, 2026, and ending June 30, 2027.

The successful bidder(s) will be required to meet the highest standards prevalent in the industry, promptly execute a contract, agree to provide the chemicals as specified and submit the required proof of insurance.

The Certificate of Compliance statement attached as Exhibit B is required to be signed and included with the bid being submitted in response to this Invitation to Bid.

The City's Contract for Goods and Services is attached as Exhibit C for your review.

Purchase Orders

Purchase orders will be issued individually for each chemical for the 12-month contract term.

Orders

Orders for chemicals for the WTP will be placed by the Water Treatment Plant Supervisor and chemicals for the WWTP will be placed by WWTP personnel. Suppliers shall provide order confirmations within 24 hours after receipt of order.

Deliveries shall arrive within seven (7) days after receipt of order, except for routine scheduled deliveries and/or an emergency order, which will be coordinated by the WTP, Water Treatment Plant Supervisor or WWTP personnel.

Orders may be cancelled at the discretion of the City's WTP or WWTP staff with twenty-four (24) hour notice.

Delivery Requirements

Each chemical will be delivered FOB ASHLAND (mandatory/no exceptions).

WTP

The delivery location for the Sodium Hypochlorite, Soda Ash and Alum is directly at the WTP (above Lithia Park) – no exceptions. There is limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed.

The delivery location for the remaining chemicals specified for the WTP, is preferred directly at the WTP; however, an acceptable secondary location is the City of Ashland, Service Center, located at 90 N. Mountain Avenue, Ashland, OR 97520.

Deliveries for the WTP shall be arranged to arrive before 12:00 PM (PST), Monday-Friday. WTP/Sodium Hypochlorite shall be delivered to the WTP no later than 11:00 AM (PST).

WWTP

All chemicals ordered for the WWTP will be delivered directly to the WWTP located at 1195 Oak Street, Ashland, Oregon. Forklift available upon request.

WWTP has slightly limited access and tight turns. The driver will need to make a 3 point turn to turn around and exit. Accessibility will need to be verified and confirmed. Large sleeper cabs with 53' trailers cannot make the tight turns located within facility.

Deliveries for the WWTP shall be arranged to arrive between 6:00 AM and 12:00 PM (PST), Monday-Friday, at the WWTP.

Safety Data Sheets

The City of Ashland must retain the most current SDS (Safety Data Sheets) for all chemicals. If revisions or updates are made to any SDS the City of Ashland requires that these are sent (email will suffice) when corresponding chemical is shipped. All new contracts must begin with SDS's for all chemicals being sent before first delivery.

Bid Specifications and Bid Tables

The following chemicals are to be provided and delivered as specified. The quantities being provided are the best estimates available at this time. Bidders to provide the information being requested on the individual chemical spec/cost sheets. Supplemental information may be submitted separately with the bid documents.

Due to the strict standards of maintaining consistent water quality at the WTP, the City will not accept substitutions and/or equivalents for Chemical #3: CYTEC Superfloc N-300 LMW Flocculant. The only catonic polymer coagulant aids approved for Chemical #2 are Superfloc C-573 Flocculant and Polydyne MOE 106 PWG Flocculant.

Chemical #1: WTP (Water Treatment Plant)

ALUMINUM SULFATE – ECO SERVICES -OR- CASCADE COLUMBIA (No Substitutions)

Aluminum Sulfate must meet the following specifications:

1. Percent Concentration Commercial Alum – Approximately 48%
2. Total soluble AL2O3 – 8.3%.
3. Must meet A.W.W.A. specifications for potable water.
4. Estimated annual usage – 650,000+/- Lbs. (58,500 Gallons) per year.
5. Currently, an order is placed on average for 4,500 + gallons, thirteen (13) +/- orders per year.
6. Delivery will be required directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed.
7. Bids must be in the form of dollars per dry ton.
8. Must include delivery fee in the total cost per order section.

Manufacturer _____

Comments _____

Firm pricing for term July 1, 2026 – June 30, 2027 _____

Price per Tote (300-330 gallons per tote) and/or bulk options _____

Cost per order (delivery fee must be built into cost per order) – (6) Totes: _____

Chemical #2: WTP (Water Treatment Plant)

SODIUM HYPOCHLORITE 12.5%+, LOW SALT, FILTERED

Sodium Hypochlorite 12.5%, Low Salt, Filtered must meet the following specifications:

Sodium Hypochlorite must be filtered to 2-3 microns.

A Certificate of Analysis from each manufactured batch shall accompany each shipment of Sodium Hypochlorite. These batch analyses shall include but are not limited to the following: 1) Product Name, 2) Batch Identification, 3) Specific Gravity, 4) % Sodium Hypochlorite by weight, 5)% Excess Caustic by weight, 6) Vacuum Filter Test Time, 7) Date of batch.

Purchaser will be performing a "Suspended Solids Quality Test for Bleach Using Vacuum Filtration" method as described at http://www.powellfab.com/technical_information/preview/suspended_solids_test.aspx.

A 1000 ml sample must go through a 47mm, 8 µ filter (Millipore - #AAWP04700) in less than three (3) minutes +/- 10%, using a vacuum pump that produces between 22 and 25 inches of vacuum. PSI should be -22 to -25. (Gordon, Dr. Gilbert, "Strategies for Meeting Hypochlorite Specifications in the Drinking Water Industry", Powell Fabrication) Purchaser can refuse delivery of any product which requires more than three minutes filtration time in this test.

1. Must meet A.W.W.A. specifications for potable water.
2. Estimated annual usage – July through June – 19,800 Gallons.
3. Currently an order is placed for five (5) totes @ 300-330 gallons per tote, thirteen (13 +/- orders per year.
4. Delivery will be required directly to the City of Ashland, Water Treatment Plant (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed. No exception.
5. No Tote Deposit. Delivered by tote and pumped immediately into tanks at time of delivery. Empty totes are then immediately available to be returned on an empty delivery truck.
6. Deliver in 300–330gallon totes.
7. Labeling must include NSF certification symbols on product containers.
8. Bids must be in the form of dollars per gallon.
9. Must include delivery fee in the total cost per order section.

Manufacturer _____

Number of gallons per tote _____

<u>Firm pricing for term July 1, 2026 – June 30, 2027</u>

Price per gallon _____

Cost per tote _____

Cost per load/order (delivery fee must be built into cost per order) - (5) Totes _____

Comments: _____

Chemical #3: WTP (Water Treatment Plant)

CYTEC SUPERFLOC C-573 FLOCCULANT –OR- POLYDYNE MOE 106 PWG FLOCCULANT (No Substitution)

Cytec Superfloc C-573 Flocculant or Polydyne MOE 106 PWG Flocculant must meet the following specifications:

1. Must meet A.W.W.A. specifications for potable water.
2. Estimated annual usage – July through June – 24 drums, 500 Lbs. per drum (12,000 Lbs.).
3. Currently an order is placed for four (4) drums every six (6) weeks on average year- round, nine (9) +/- orders per year.
4. Prefer delivery directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed. An acceptable secondary delivery location is the City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, Oregon, 97520. A forklift can be provided by the City.
5. Deliver 500 Lb. drums, four (4) drums per pallet, on jackable pallets.
6. Bids must be in the form of dollars per pound (Lb.).
7. Labeling must include NSF certification symbols on product containers.
8. Must include delivery fee in the total cost per order section.

Manufacturer	
Firm pricing for term July 1, 2026 – June 30, 2027	
Price per pound (Lb.)	
Cost per 500 Lb. drum	
Cost per order (delivery fee must be built into cost per order) – (4) each 500 lb. drums	
Comments	

Chemical #4: WTP (Water Treatment Plant)

CYTEC SUPERFLOC N-300 LMW FLOCCULANT (No Substitution)

Cytec Superfloc N-300 LMW Flocculant must meet the following specifications:

1. Must meet A.W.W.A. specifications for potable water.
2. Estimated annual usage – July through June – 24 bags, 25 kg, or 55.12 Lbs. per bag (1,322.88 Lbs.).
3. Currently an order is placed for eight (8) bags every sixteen (16) weeks on average year-round, six (6) +/- orders per year.
4. Prefer delivery directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed. An acceptable secondary delivery location is the City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, Oregon, 97520. A forklift can be provided by the City.
5. Deliver eight (8) bags per pallet, 25 kg, or 55.12 Lb. per bag, on pallet jackable pallets.
6. Bids must be in the form of dollars per pound (Lb.).
7. Labeling must include NSF certification symbols on product container.
8. Must include delivery fee in the total cost per order section.

Manufacturer _____

Firm pricing for term July 1, 2026– June 30, 2027

Price per pound (Lb.) _____

Cost per 25 kg or 55.12 Lb. bag
_lb. bag _____

Cost per order (delivery fee must be built into cost per order) – (8) bags _____

Comments _____

Chemical #5: WTP (Water Treatment Plant)

SODA ASH, DENSE, FREE FLOWING

Soda Ash, Dense, Free Flowing must meet the following specifications:

1. Must meet A.W.W.A. specifications for potable water.
2. Must meet ANSI/NSF-60 specifications for potable water.
3. Estimated annual usage – July through June – 2,800 bags, 50 Lbs. per bag, (48 pallets/140,000 Lbs.).
4. Currently an order is placed for 270 bags, (5) pallets, 54 bags per pallet, 50 Lbs. per bag, every 3 to 4 weeks on average year-round, thirteen (13) +/- orders per year.
5. Delivery required directly at the WTP (located above Lithia Park) – limited access above Lithia Park – 28' +/- delivery truck is acceptable. Accessibility will need to be verified and confirmed.
6. Deliver 54 bags per pallet, 50 Lbs. per bag, on pallet jackable pallets.
7. Labeling must include NSF certification symbols on product containers.
8. Bids must be in the form of dollars per pound (Lb.).
9. Must include delivery fee in the total cost per order section.

Manufacturer _____

Number of pounds (lbs.) per bag _____

Number of bags per pallet _____

Firm pricing for term July 1, 2026 – June 30, 2027

Price per pound (lb.) _____

Cost per order (delivery fee must be built into cost per order) – (4) each 500 lb. drums _____

Comments: _____

Chemical #6: WTP (Water Treatment Plant)

SODIUM CARBONATE PEROXYHYDRATE, FREE FLOWING "GREENCLEAN" Or Equivalent

Granular Algaecide / Fungicide, Free Flowing must meet the following specifications:

1. The primary ingredient must be greater than or equal to 85% of the product.
2. Must meet State and Federal aquatic use requirements.
3. **Product must be packaged in moisture proof plastic sacks.** (Mandatory for storage purposes.)
4. Estimated annual usage is dependent on algae blooms – June through October – 360 bags, 50 Lbs. per bag, (10.5 pallets/18,000 Lbs.).
5. Currently an order is placed for 160 bags, (4) pallets, 40 bags per pallet, 50 Lbs. per bag, every 3 to 4 weeks on average in summer months.
6. Deliver to the City of Ashland, Service Center, 90 N. Mountain Avenue, Ashland, Oregon, 97520. The City can provide a forklift.
7. Deliver 40 bags per pallet, 50 Lbs. per bag, on pallet jackable pallets.
8. Bids must be in the form of dollars per pound (Lb.).
9. City reserves the right to **not** purchase the product due to lack of algae blooms.
10. Typical treatment: 6,000+ Lbs., 1-5 times per year.
11. Must include delivery fee in the total cost per order section.

Manufacturer _____

Number of pounds (lbs.) per bag _____

Number of bags per pallet _____

Firm pricing for term July 1, 2026 – June 30, 2027

Price per pound (lb.) _____

Cost per order (delivery fee must be built into cost per order) - 160 bags, (4) pallets _____

_____

Comments:

Chemical #7: WWTP (Wastewater Treatment Plant)

SODIUM HYPOCHLORITE 12.5%

Sodium Hypochlorite 12.5% must meet the following specifications:

1. Estimated usage – July through June – (4-12) Totes, 275-330 gallons per tote. 3,960 gallons (if 330 gal/tote).
2. Currently an order is placed for 2-3 totes per order.
3. Deliver to the City of Ashland, Wastewater Treatment Plant, located at 1195 Oak Street, Ashland, Oregon. Totes need only to be dropped off at WWTP, no pumping is required. The City can provide a forklift.
4. Accessibility will need to be verified and confirmed. Sleeper Cab with 53' trailers do not fit within the facility.
5. Bids must be in the form of dollars per gallon and include delivery fee in the total cost per load section.
6. No tote deposits.
7. Empty totes to be returned to the sender when new totes arrive at facility. Please provide a BOL for empty tote returns (digital copy, with number of totes section left blank)

Manufacturer _____

Number of gallons per tote _____

Firm pricing for term July 1, 2026 – June 30, 2027

Price per gallon _____

Cost per tote _____

Cost per load/order (delivery fee must be built into cost per load) - (2) Totes _____

Comments: _____

Chemical #8: WWTP (Wastewater Treatment Plant)

Citric Acid 50%

Citric Acid 50% must meet the following specifications:

1. Estimated usage – July through June – (4-12) Totes, 275-330 gallons per tote. 3,960 gallons (if 330 gal/tote).
2. Currently an order is placed for 2-3 totes per order.
3. Deliver to the City of Ashland, Wastewater Treatment Plant, located at 1195 Oak Street, Ashland, Oregon. Totes need only to be dropped off at WWTP, no pumping is required. The City can provide a forklift.
4. Accessibility will need to be verified and confirmed. Sleeper Cab with 53' trailers do not fit within the facility.
5. Bids must be in the form of dollars per gallon and include delivery fee in the total cost per load section.
6. No tote deposits.
7. Empty totes to be returned to the sender when new totes arrive at facility. Please provide a BOL for empty tote returns (digital copy, with number of totes section left blank)

Manufacturer	_____
Number of gallons per tote	_____
Firm pricing for term July 1, 2026 – June 30, 2027	_____
Price per gallon	_____
Cost per tote	_____
Cost per load/order - (delivery fee must be built into cost per load) - (2) Totes	_____

Comments: _____

Chemical #9: WWTP (Wastewater Treatment Plant)

ALUMINUM SULFATE (4,500 Gallon delivery pumped into 6,000-gallon tank)

Aluminum Sulfate must meet the following specifications:

1. Percent Concentration Commercial Alum – Approximately 48.8%
2. Total soluble AL2O3 – 8.3%.
3. COA to be included with each delivery and needs to include pH
4. Must meet A.W.W.A. specifications.
5. Estimated annual usage – April through November - 90,000-110,000 gallons.
6. Currently, an order is placed for 4,000 - 4,500 gallons every two (2) weeks during the months of April through November. During the months of December through March an order will be placed once or twice a month. (20-24 orders per year)
7. Accessibility will need to be verified and confirmed. Sleeper Cab with 53' trailers do not fit within facility. Single cab truck with rear discharge as offload area is tight and on a slight hill.
8. Bids must be in the form of dollars per dry ton and include delivery fee in the total cost per order section.
9. Deliver to the City of Ashland, Wastewater Treatment Plant, located at 1195 Oak Street, Ashland, Oregon. The delivery tank truck must be equipped with all proper hoses and equipment for unloading 4,500 gallons into the City's 6,000-gallon tank, to include its own air supply, and ability to connect to a 2" male camlock fitting.

Manufacturer _____

Number of lbs. per gallon in solution _____

Number of dry lbs. per gallon Alum _____

Firm pricing for term July 1, 2026 – June 30, 2027 _____

Price per dry ton

Cost per order (delivery fee must be built into cost per order) _____

4,500 gallons

Comments: _____

Evaluation Process

This Invitation to Bid allows multiple contracts to be awarded; one for each individual chemical to the lowest responsible bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements.

The City's intent is to award individual 12-month contracts for each chemical to the lowest responsive and responsible bidder for a term beginning July 1, 2026, and ending June 30, 2027.

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

If needed, the contract recommendations will be presented to the City Council, acting as the Local Contract Review Board, for final approval on July 7, 2026 2025.

EXHIBIT A: Bid Form

City of Ashland
20 E Main Street
Ashland, Oregon 97520
(541) 552.2290
FAX (541) 488-5311

I, the undersigned, an authorized representative of the bidder whose name is:

Company name: _____

Address: _____

City, State & Zip: _____

Telephone: _____ Email: _____

_____

have read and thoroughly understand the contract documents including the Invitation to Bid, general conditions, special conditions, specifications, and all other conditions of the Invitation to Bid issued by the City of Ashland for **CHEMICALS FOR USE AT THE WATER & WASTEWATER TREATMENT PLANTS.**

Acting on behalf of my firm which is listed above, I do attest that the goods and services offered by this firm meets the City's specifications in every respect except those described on the attached list of exceptions, and that all exceptions are equal to, or better than, the goods and services specified.

Barring circumstances beyond our control, we agree to deliver chemical(s) as specified after receipt of order.

This bid is set forth as follows: (Note: Pricing and information shall be provided as requested and required on the individual specification sheets for each chemical.)

❑ I have attached to this bid a copy of all the bid documents issued by the City of Ashland for this bid.

Corporate Officer:

By: _____
Signature

_____
Print Name

Title: _____

Date: _____

EXHIBIT B: Certificate of Compliance

Residency Statement:

In compliance with ORS 279B.060(10), each bid must contain a statement as to whether the bidder is a "Resident bidder". This is defined by ORS 279A.120: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

_____ Yes, I certify that I am a "Resident bidder" as defined by ORS 279A.120.

_____ No, I certify that I am not a "Resident bidder" as defined by ORS 279A.120.

I am domiciled in the State of _____ (Indicate State)

Compliance with Oregon Tax Laws:

In compliance with OAR 137-047-0255(2)(c)(C)(e), I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws, as defined in ORS 305.380.

Compliance with Nondiscrimination Laws:

In compliance with ORS 279A.110(4), I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of contractor in this matter, and to the best of my knowledge the contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Bidder is not in violation of any Discrimination Laws.

Corporate Officer:

By:_____

Signature

_____

Print Name

Title: _____

Date: _____

Goods and Services Agreement

City Information		Contractor Information	
City of Ashland		Firm Name:	
Attn:		Contact:	
20 East Main Street		Address:	
Ashland, Oregon 97520			
Phone:		Phone:	
Email:		Email:	

Contract Summary

Procurement Method: _____

Completion Date: _____

Contract Amount: Enter $ amount Spell out Amount

Description of Services: _____

Supporting Documents: _____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

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

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

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

1. Term and Termination

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

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

1.2. **Termination**

1.2.1. The City and Contractor may terminate this Agreement by mutual agreement at any time.

1.2.2. The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

1.2.3. Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

2. Compensation

2.1. City shall pay Contractor the sum listed as the "Contract Amount" in the Contract Summary on page one of this Agreement as provided herein as full compensation for the Work as specified in the supporting documents.

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

3. Contractor's Obligations

3.1. **Performance.** Provide the goods or services as set forth in the Supporting Documents attached hereto and, by this reference, incorporated herein.

3.2. **Nondiscrimination.** Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

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

3.4. **Living Wage Requirements.** If the amount of this Agreement is $26,429.65 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

4. Contractor's Compliance with Tax Laws

4.1. Contractor represents and warrants to the City that:

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

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

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

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

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

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

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

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

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

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

Exemption criteria: Click or tap here to enter text.

Contractor initials if exempt: _____ Date: _____

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

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

8. Notice

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

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

6. Remedies

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

6.1.1. Termination of this Agreement.

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

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

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

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

6.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

7. General Provisions

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

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

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

7.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

7.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

7.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

7.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

7.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

7.9. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

7.10. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

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

8. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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

CITY OF ASHLAND:

By: _____

Sabrina Cotta, Interim City Manager

_____

Printed Name

_____

Date

Purchase Order No. _____

APPROVED AS TO FORM:

_____

City Attorney

XXXXXXXXXXXXXXX (CONTRACTOR):

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

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

CITY 01111' A: HI..ANI CR.!!G•DN

City 0f Ashla1nd

LIVING WAGE

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$18.92 per hour, effective June 30, 2024.

The Livling Wage itsi ad 11tsited annually evell'Y June•.JG llly the Ccmsumer Price Index.,

Employees must be paid a]iviing wage:

- For all hours worked under a 5:!Mll J."EP-n ll'"i.e-" er;. ilyllf .A5hl3n Eil:llEl!l!'!; ,::26,419.65 0 liifDre.
- For all hours worked in a m_Cfl1h J"E!e SJll!li nfe e, e [bye:"!: U1 aru -.."O.rting oo 3 pmject

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

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Noticefo Bmplln- m-ac This1r1D1iae IIT1!.lsl be pCGb:d in areas -where it can be see IJ.:, all employees,

CITY OF ASHLAND

2026 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants							
Bids due by 2:00:00 PM (PST) June 09,2026							
Firm pricing July 1, 2026 to June 30, 2027							
CHEMICAL #1 - WTP **__ Aluminum Sulfate - Eco Services or Cascade Columbia (No Substitution)**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	No Bid	Cascade Columbia	No Bid	Elchemy Inc.	No Bid	No Bid	Eco Services
Number of pounds (Lbs.) per gallon in solution							
Number of dry pounds (Lbs.) per gallon Alum							
Price per dry ton							$ 818.00
Cost per order - 4,500 gallons							
Delivery charge per order							
Comments:							
Price per Tote (270 Gal per tote)		$ 1,080.00		$ 1,720.00			$ 898.00
Cost per order - (6) Totes		**$ 6,480.00**		**$ 10,320.00**			**$ 5,388.00**
Delivery charge per order		$ -		$ -			$ -
CHEMICAL #2 - WTP **__ Sodium Hypochlorite 12.5%+ LOW SALT, FILTERED**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	No Bid	Hasa	No Bid	Elchemy Inc.	No Bid	No Bid	No Bid
Number of gallons per tote		300		300			
Price per gallon		$ 4.95		$ 12.50			
Cost per tote		$ 1,485.00		$ 3,750.00			
Cost per load (5) totes		**$ 7,425.00**		**$ 18,750.00**			
Delivery charge per order		$ -		$ -			
CHEMICAL #3 - WTP **Cytec Superfloc C-573 Flocculant -or-Polydyne Moe 106 PWG Flocculant (No Substitution)**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	Polydyne	No Bid	No Bid	No Bid	No Bid	No Bid	Univar Solutions, USA, LLC & Sterling Specialty
Price per pound (Lb)	$ 1.72						$ 1,691.00
Cost per 500 Lb drum	$ 860.00						$ 955.00
Cost per order - 4 each 500 lb drums	**$ 3,440.00**						**$ 3,820.00**
Delivery charge per order	$ -						$ -
CHEMICAL #4 - WTP **Cytec Superfloc N-300 LMW Flocculant (No Substitution)**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	No Bid	Kemira N-300 LMW	No Bid	No Bid	No Bid	No Bid	Univar Solutions, USA, LLC & Kemira Water
Price per pound (Lb)		Not Provided					$ 3.60
Cost per 25kg or 55.12 Lb bag 55.12 Lb bag		Not Provided					$ 184.00
Cost per order - (8) bags		**$ 1,896.16**					**$ 1,472.00**
Delivery charge per order		$ -					$ -
CHEMICAL #5 - WTP **Soda Ash, Dense, Free Flowing (Or Equivalent)**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	0	No Bid	No Bid	Elchemy Inc.	No Bid	No Bid	Univar Solutions USA, LLC & We Soda
Number of pounds (Lbs.) per bag				50			50
Number of bags per pallet				54			54
Price per pound (Lb)				$ 1.20			$ 0.40
Cost per order 270 bags (5) pallets				**$ 16,200.00**			**$ 5,400.00**
Delivery charge per order				$ -			$ -
CHEMICAL #6 - WTP **Sodium Carbonate Peroxyhydrate, Free Flowing - ("Greenclean" Or Equivalent)**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	No Bid	No Bid	No Bid	Elchemy Inc.	No Bid	No Bid	Univar Solutions USA, LLC $ BioSafe Chem
Number of pounds (Lbs.) per bag				50			50
Number of bags per pallet				40			40
Price per pound (Lb)				$ 1.25			$ 1.44
Cost per order 160 bags (4) pallets				**$ 10,000.00**			**$ 11,520.00**
Delivery charge per order				$ -			$ -
CHEMICAL #7 - WWTP **Sodium Hypochlorite 12.5%**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	No Bid	Hasa	No Bid	Elchemy Inc.	No Bid	No Bid	No Bid
Number of gallons per tote		300		300			
Price per gallon (gal)		$ 4.95		$ 15.00			
Cost per tote		$ 1,485.00		$ 4,500.00			
Cost per load/order (2) totes		**$ 2,970.00**		**$ 9,000.00**			
Delivery charge per order		$ -		$ -			

CHEMICAL #8 - WWTP **Citric Acid 50%**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	No Bid	Cascade Columbia	No Bid	Elchemy	No Bid	Shannon Chemical, LLC	Univar Solutions, USA, LLC
Number of gallons per tote		275		275		330	225
Price per gallon (gal)		$ 9.30		$ 66.00		$ 27.17	$ 8.23
Cost per tote		$ 2,557.50		$ 18,150.00		$ 8,966.10	$ 2,098.00
Cost per load/order (2) totes		**$ 5,115.00**		**$ 36,300.00**		**$ 17,932.20**	**$ 4,196.00**
Delivery charge per order		$ -		$ -		$ -	$ -
CHEMICAL #9 - WWTP **Aluminum Sulfate**	**Alumichem**	**Cascade Columbia**	**Chemtrade**	**Elchemy**	**Kemira**	**Shannon**	**Univar**
Manufacturer	No bid	Chameleon	Chemtrade	Elchemy Inc.	Kemira Water Solutions, Inc	No Bid	Univar Solutions, USA, LLC & Eco Services
Number of pounds (Lbs.) per gallon in solution		11.1	11.134	11.1	11		10.829
Number of dry pounds (Lbs.) per gallon		5.4	5.34	5.42	5.34		10.829
Price per dry ton		$ 689.93	$ 609.20	$ 6,670.00	$ 1,126.90		$ 818.00
Cost per order - 4,500 gallons		**$ 8,279.16**	**$ 7,401.60**	**$ 342,900.00**	**$ 13,455.00**		**$ 19,930.77**
Delivery charge per order		$ -	$ -	$ -	$ -		$ -

Council Business Meeting

Date: July 21, 2026

Agenda Item	Approval of a Resolution Authorizing Refunding of an Interim Loan From the Special Public Works Fund with the Oregon Infrastructure Finance Authority
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE
5 minutes.

CATEGORY
Action Needed - Motion to approve an action

SUMMARY

Before the Council is a request to approve an authorizing resolution for a “final financing contract” with the Infrastructure Finance Authority (IFA) to utilize the Special Public Works Fund that funded the Ashland Street Rehabilitation Project. Previously the Council approved a resolution that authorized the “interim financing contract” for the Ashland Street project. The interim contract outlined a potential future bond sale by the IFA and the debt repayment would be associated with the bond sale. The IFA is moving forward with the bond sale and a new resolution is required to align with that direction.

POLICIES, PLANS & GOALS SUPPORTED

VISION STATEMENTS for Success:

- *Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known*
- *We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation*
- *We will plan and direct our efforts to fulfill this Vision for the long term with a constant view toward being an open, welcoming community for all with a positive economic future*

VALUE STATEMENTS for Success that Support the Vision:
COMMUNITY

- Environmental resilience, including addressing climate change and ecosystem conservation

ORGANIZATION

- Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

PREVIOUS COUNCIL ACTION

The Council has taken numerous previous actions for borrowing via approval of authorizing resolutions. The Council also previously approved the design, construction administration and construction contracts for the Ashland Street Rehabilitation Project.

1. **November 7, 2023 Interim Financing Resolution Approval**
2. **June 20, 2023 Construction Contract Approval**
3. **June 20, 2023 Construction Administration Contract Approval**
4. **June 20, 2023 Meeting Minutes**
5. **June 15, 2021 Design Contract Approval**
6. **June 15, 2021 Meeting Minutes**

BACKGROUND AND ADDITIONAL INFORMATION

The Interim Financing Contract approved under the previous resolution contemplated the possibility of refunding the Interim Loan by including it in the issuance of Oregon Bond Bank Revenue Bonds (the "State Bonds") and passing the interest rates on the State Bonds through to a new permanent financing loan.

The IFA is moving forward with a revenue bond sale and there pricing call is scheduled for the week of August 17th and thus a new resolution is required prior to the end of the month along with the signed new contract and promissory note that all align with a financing structure under the revenue bond sale.

FISCAL IMPACTS

The interim financing contract outlined the term/parameters of the loan as a precursor to a final loan contract contingent on the bond sale. The interim loan contract was in an amount not to exceed $4,839,751 with an interest rate of 3.05% per annum. The term of the loan was 15 years, which generally equates to the life of a pavement project, before an overlay is required.

The "refinanced loan" is in an amount not to exceed $4,398,095.67 with an interest rate of 5% and a term of 15 years. The City has made one interest payment against the loan in 2026 of $173,991.62. The promissory note (attached) details the repayment schedule for the loan agreement. The amortization schedule provided was an illustrative example at the time produced and at then current market conditions.
It is only after pricing of the bonds, scheduled for August 18th, will the actual schedules be available.

The project is complete and to date the City has reimbursed for a total amount of $4,565,216 which is $314,705 less than the originally anticipated loan amount due to cost savings incurred during construction.

As outlined in the municipal code, the debt service for street rehabilitation projects of arterials and collectors is paid for with Food and Beverage Tax revenue.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve "**A RESOLUTION AUTHORIZING REFUNDING OF AN INTERIM LOAN FROM THE SPECIAL PUBLIC WORKS FUND WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY".**

REFERENCES & ATTACHMENTS

1. B24001_Ashland_Bond Loan_Contract
2. B24001_Ashland_Bond Loan_Prom Note
3. Interim B24001 Ashland Contract Executed
4. November 7 2023 Staff Report
5. Resolution 2023-27 Public Works OIFA Loan

STATE OF OREGON
INFRASTRUCTURE FINANCE AUTHORITY
SPECIAL PUBLIC WORKS FUND
LOAN AGREEMENT

Project Number: Ashland Road Improvements

Project Name: B24001

This loan agreement ("Loan Agreement"), dated as of the date of Department's signature hereof, is between the State of Oregon acting by and through its Infrastructure Finance Authority of the Business Development Department ("Department") and the City of Ashland ("Recipient") with respect to financing for the project ("Project") which is described in Exhibit B (Project Description). Unless the context requires otherwise, capitalized words and phrases not defined in the main body of this Loan Agreement shall have the meanings assigned to them in Exhibit A.

The parties agree as follows:

1. Effective Date and List of Exhibits. This Loan Agreement shall become effective on the date: (a) this Loan Agreement is fully executed and approved as required by applicable law and (b) Recipient delivers to Department the Note duly executed by an Authorized Officer of Recipient. This Loan Agreement includes the following exhibits:

Exhibit A: General Definitions
Exhibit B: Project Description
Exhibit C: Project Budget
Exhibit D: Sources of Payment and Pledge

2. Loan.

a. Amount. Subject to the terms and conditions of this Loan Agreement, Department agrees to make to Recipient, and Recipient agrees to accept from Department, a loan ("Loan") in the principal amount set forth in the Note and attached Payment Schedule executed in connection with the Loan. The Loan will be funded in part from proceeds of the State Bonds that are issued pursuant to the Bond Indenture and as such, certain representations, warranties and covenants of Recipient under this Loan Agreement shall inure to the benefit of the Trustee under the Bond Indenture.

b. Loan Disbursement Account. On the Loan Closing Date, Department shall deposit the Loan proceeds in the Loan Disbursement Account. Department shall invest amounts in the Loan Disbursement Account on behalf of Recipient as provided in ORS 293.857 and credit earnings to Recipient's Loan Disbursement Account.

c. Interest. Interest shall accrue on the outstanding principal amount of the Loan at the Note Rate. Interest shall be computed on the basis of a 360-day year, consisting of twelve (12) thirty-day (30-day) months and is payable as provided in the Payment Schedule. The Loan shall be evidenced by the Note.

3. Disbursement.

a. Disbursement. On and after the Loan Closing Date, Department shall disburse the Loan proceeds as a mandatory prepayment of that certain Interim Financing Contract between Recipient and Department dated 24 January 2024.

b. Conditions Precedent. Department's obligation to make the Loan to Recipient under this Loan Agreement is subject to satisfaction of each of the following conditions precedent:

i. Department has received from Recipient the following, in form and substance satisfactory to Department, Department's Counsel and Bond Counsel:

(A) The revised Payment Schedule to the Note that has been prepared in accordance with Section 4 hereof, and dated the Loan Closing Date and duly executed by an Authorized Officer of Recipient;

(B) A copy of the ordinance, order or resolution of the governing body or other organizing documents of Recipient authorizing the execution and delivery of this Loan Agreement and the other Loan Documents and Recipient's performance, observance and discharge of its duties, covenants, agreements and obligations hereunder and thereunder;

(C) An opinion of Recipient's Counsel in the form acceptable to the Department, the Trustee, and Bond Counsel; and

(D) All other agreements, certificates, documents and information required by this Loan Agreement to be submitted by Recipient prior to Loan closing or otherwise reasonably requested by Department, the Issuer, the Trustee, the Bond Counsel or the Underwriter, all duly executed and acknowledged as reasonably requested by Department.

ii. The Bond Closing has occurred.

In addition to the above conditions precedent, Department's obligation to make a disbursement of the Loan proceeds to Recipient is further conditioned on the following:

iii. Department has received sufficient funding, appropriations and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Department in the reasonable exercise of its administrative discretion, to permit Department to make the disbursement;

iv. No Default or Event of Default has occurred; and

v. All other conditions precedent to disbursement set forth elsewhere in this Loan Agreement or in the other Loan Documents have been satisfied.

c. Disbursements under Interim Financing Contract. The availability of further disbursements under that certain Interim Financing Contract for the Project between Department and Recipient terminates upon execution by an Authorized Officer of Recipient of the revised Payment Schedule to the Note, prepared in accordance with Section 4 hereof.

4. Loan Payments. Recipient hereby covenants and agrees to repay the Loan in accordance with the terms hereof and of the Note, including the Payment Schedule. The parties agree that the Payment Schedule to the Note will be revised on the Bond Closing Date to accurately reflect the interest rates on the State Bonds that are passed through to the Loan and that the Note will at that time, and may at any other time, be amended (without the necessity of a formal amendment) to incorporate a revised Payment Schedule by substituting the then current Payment Schedule with a revised Payment Schedule that is dated and signed by both parties.

All payments pursuant to this Loan Agreement and the Note shall be made directly to the Trustee for the account of Department. Recipient acknowledges that payment or defeasance of the State Bonds by Department or the Issuer does not constitute payment of the amounts due under this Loan Agreement or the Note.

5. Prepayment.

a. Mandatory Prepayment. Recipient shall prepay the Loan if required to do so by Section 6, Section 12 (b), (c), (d) or any other provision of the Loan Documents, and, except in the case of Section 12(b), Recipient shall pay the prepayment premium applicable to such Loan Prepayment as determined in accordance with the Payment Schedule to the Note.

b. Optional Prepayment. Subject to the following terms and conditions**,** Recipient may make Loan Prepayments on or after the Optional Loan Prepayment Date upon not less than ninety (90) days prior written notice to Department and the Trustee; provided, however, that

i. Each Loan Prepayment shall include payment of (A) the accrued interest on the amount prepaid, (B) the prepayment premium applicable to such Loan Prepayment as determined in accordance with the Payment Schedule to the Note, and (C) any expenses of the Trustee, Counsel to Department or Bond Counsel associated with such prepayment; and

ii. No Loan Prepayment shall be made without the prior written approval of Department.

c. Optional Prepayment prior to the Optional Loan Prepayment Date. Loan Prepayments may be made prior to the Optional Loan Prepayment Date if

i. Recipient obtains the prior written approval of Department,

ii. an opinion is obtained from Bond Counsel to the effect that such a Loan Prepayment will not adversely affect the exclusion from gross income for federal and state income tax purposes of the interest on the State Bonds and the Loan,

iii. an escrow fund is established with Department or with an escrow agent acceptable to Department, and a deposit shall have been made to such escrow fund of cash and/or United States Treasury obligations which are not subject to redemption or prepayment and maturing as to principal and interest in such amounts and at such times as will, in the opinion of an independent certified public accountant delivered to Department, provide sufficient moneys, without reinvestment of any matured amounts, to make all payments of principal and interest on the Loan or portion to the Loan to be prepaid to and including the Optional Loan Prepayment Date together with the prepayment premium applicable to such Loan Prepayment as determined in accordance with the Payment Schedule to the Note, and

iv. the investment of amounts held in the escrow fund must be yield restricted to the extent required by Section 148 of the Code.

d. Prepayment Premium. If a Loan Prepayment, pursuant to the terms of this Section 5, is subject to a prepayment premium, the amount of the prepayment premium is to be determined in accordance with the Payment Schedule to the Note.

e. Application of Loan Prepayment. Loan Prepayments shall be applied first to any expenses required in connection with the Loan Prepayment, including but not limited to the expenses of the Trustee, Counsel to Department, Bond Counsel, escrow agent, and any independent certified public accountant, then to accrued interest on the portion of the Loan prepaid, then to the prepayment premium, if any, and finally to principal payment(s) on the Loan. In the case of a Loan Prepayment that does not prepay all of the principal of the Loan, Department shall determine, in its sole discretion, the method by which such Loan Prepayment shall be applied to the outstanding principal payments.

6. Application of Unexpended Loan Proceeds. Unless Department, in its sole and absolute discretion, grants Recipient an extension in writing, any proceeds of the Loan held by Department on the earlier of the Project Completion Deadline or thirty-six (36) months after the Loan Closing Date shall be applied, together with any interest earnings thereon, to the next annual principal and interest payment on the Loan. If all such unexpended Loan proceeds cannot be fully used on the next principal and interest payment date, Recipient shall be required to use such excess proceeds to prepay a portion of the Loan under the terms and conditions described in Section 5(c).

Any extension granted by Department shall be conditioned on Recipient providing evidence satisfactory to Department and Bond Counsel of Recipient's compliance with any arbitrage and yield reduction payments required under Section 148 of the Code. Even though Department may grant an extension to Recipient, Department at all times reserves the right to refuse to grant any future extension.

If any proceeds of the Loan remain after the payment of the entire outstanding principal balance of the Loan and the prepayment premium applicable to the Loan Prepayment as determined in accordance with the Payment Schedule to the Note, such amounts shall be the property of Department, and Recipient shall have no claim to such amounts.

7. Sources of Repayment of Recipient's Obligations; Security for Loan.

a. Recipient shall apply funds derived from the sources of repayment described in the Act and Exhibit D to the punctual payment of the principal of and interest on the Loan and to satisfy all other payment obligations of Recipient under this Loan Agreement and the other Loan Documents; provided, however, that nothing in this Loan Agreement shall be deemed to prevent Recipient from paying any amounts payable by Recipient under this Loan Agreement or any other Loan Document from any other legally available source.

b. Recipient hereby pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution to pay the amounts due under this Loan Agreement and the Note. This Loan Agreement and the Note are secured by and shall be payable from all lawfully available funds of Recipient.

c. Further, Recipient hereby grants to Department a security interest in and irrevocably pledges the revenues described in Exhibit D to pay all of the obligations owed by Recipient to Department under the Loan Agreement. Any such revenues hereafter received by Recipient shall immediately be subject to the lien of such pledge without physical delivery, filing or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, except as provided in Exhibit D, to the fullest extent permitted by ORS 287A.310. Recipient hereby represents and warrants that the pledge of revenues hereby made by Recipient complies with, and shall be valid and binding from the date hereof pursuant to ORS 287A.310.

8. Unconditional Obligations. The provisions of this Loan Agreement shall constitute a contract between Department and Recipient and shall be enforced by Department or the Trustee. The obligation of Recipient to perform, observe and discharge its duties, covenants, agreements and obligations contained herein and in the Loan Documents shall be absolute and unconditional, and shall not be subject to any of the following:

a. Any offset, counterclaim, recoupment, defense or other right that Recipient may have against Department, the Issuer, the Trustee or any contractor or anyone else for any reason whatsoever;

b. Abatement through damage, destruction or non-availability of the Project or System, including through eviction or constructive eviction or taking by eminent domain;

c. Any failure of Department, the Issuer or the Trustee to perform, observe or discharge any covenant, agreement, or obligation whether expressed or implied, or any duty, liability, or obligation arising out of or connected with the Project, this Loan Agreement or the Bond Indenture or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against Department, the Issuer, the Trustee or any other party or parties; provided however, that payments hereunder shall not constitute a waiver of any such rights; or

d. Any other event, act of God, or circumstance whatsoever, whether or not similar to any of the foregoing.

Recipient shall not be obligated to make any payments required to be made by any other Municipality under any separate loan agreement or the Bond Indenture.

9. Loan Agreement to Survive Bond Indenture and State Bonds. Recipient acknowledges that its duties, covenants, agreements, and obligations under this Loan Agreement and the other Loan Documents shall survive the discharge of any bond indenture applicable to the State Bonds and payment of the principal of, redemption premium, if any, and interest on the State Bonds.

10. Representations and Warranties of Recipient. In addition to any other representations and warranties of Recipient set forth in this Loan Agreement or any other Loan Document, Recipient represents and warrants to Department and the holders of the State Bonds, as follows:

a. Organization and Authority.

i. Recipient is a Municipality duly and validly organized and in existence under the laws of the State of Oregon.

ii. Recipient has full legal right, power, and authority and all necessary licenses and permits required (A) if the Project involves construction or acquisition of real property, improvements or equipment, to own, operate and maintain the Project, other than licenses and permits relating to the Project that Recipient expects to receive in the ordinary course of business, (B) to carry on its activities relating thereto, (C) to execute and deliver this Loan Agreement and the other Loan Documents required to be executed and delivered by it, (D) to incur and perform its obligations under this Loan Agreement and the other Loan Documents, (E) to undertake and complete the Project, and (F) to carry out and consummate all transactions contemplated by this Loan Agreement and the other Loan Documents.

iii. Recipient is authorized under Oregon law to undertake the Project and to receive financing for the Project from Department under the terms and conditions of this Loan Agreement and the other Loan Documents.

iv. The Project, this Loan Agreement and all other Loan Documents, Recipient's execution and delivery hereof and thereof and the transactions contemplated hereby and thereby have been duly authorized by Recipient's governing body, and members or voters if necessary, and this Loan Agreement and all other Loan Documents have been executed and delivered on behalf of Recipient by an Authorized Officer of Recipient.

v. Assuming that Department has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement and the other Loan Documents required hereunder to be executed by Department, this Loan Agreement and the other Loan Documents executed and delivered by Recipient constitute the legal, valid and binding obligations of Recipient enforceable in accordance with their terms, subject to the laws of bankruptcy and other similar laws affecting the enforcement of creditors' rights generally.

b. Full Disclosure. There is no fact that Recipient has not disclosed to Department, the Issuer, and the Trustee in writing in Recipient's Application or otherwise that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of Recipient or the Project, or the ability of Recipient to observe, perform and discharge all of its duties, covenants, agreements and obligations under this Loan Agreement and the other Loan Documents. Recipient's Application and Recipient's representations and warranties in this Loan Agreement or any of the other Loan Documents do not contain any untrue statement of a material fact or omissions that could reasonably be perceived as misleading.

c. Pending Litigation. There are no proceedings pending or, to the knowledge of Recipient, threatened against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of Recipient or the Project, or the ability of Recipient to observe, perform and discharge its duties, covenants, agreements and obligations under this Loan Agreement and the other Loan Documents, that have not been disclosed in writing to Department, the Issuer, and the Trustee in Recipient's Application or otherwise.

d. Compliance with Existing Agreements, et cetera. Recipient's authorization and performance of all obligations and covenants under this Loan Agreement and the other Loan Documents will not (i) result in any breach of any existing ordinance, order or resolution, trust agreement, indenture, mortgage, deed of trust, financing contract or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound, (ii) result in the creation or imposition of any lien, charge or encumbrance upon any property or asset of Recipient (other than any lien and charge of this Loan Agreement or any of the documents related hereto or to the Bond Indenture), except as previously disclosed to Department, (iii) result in any violation of the provisions of the charter or other document pursuant to which Recipient was created or established, or (iv) violate any laws, ordinances, orders, resolutions, governmental rules, regulations or court orders that apply to Recipient, the Project, or its properties or operations.

e. No Defaults. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or any of the other Loan Documents or receipt of the Loan proceeds and with notice or lapse of time or both, would constitute an Event of Default hereunder. Recipient is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, the Project, or its property may be bound, which violation would materially adversely affect the activities, prospects or condition (financial or otherwise) of Recipient or the Project or the ability of Recipient to observe, perform and discharge its duties, covenants, agreements and obligations under this Loan Agreement and the other Loan Documents.

f. Governmental Consent. Recipient has obtained or will obtain all permits and approvals required by any governmental body or officer for the making, observance, performance and discharge by Recipient of its duties, covenants, agreements and obligations under this Loan Agreement and the other Loan Documents and for the undertaking or completion of the Project and the financing or refinancing thereof. Recipient has complied or will comply with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance, performance and discharge by Recipient of its duties, covenants, agreements, and obligations under this Loan Agreement and the other Loan Documents or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of Recipient as a condition to the authorization, execution and delivery of this Loan Agreement or any other Loan Document.

g. Compliance with Law. Recipient is in compliance with Oregon Public Contracting Code, ORS Chapters 279A, 279B, and 279C, as applicable. Recipient is also in compliance with all other laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of Recipient to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of Recipient or the Project.

h. The Project.

i. Recipient will have adequate funds to complete the Project.

ii. Recipient will have adequate funds to repay the Loan, and the Loan does not have a final maturity date after the end of the useful life of the Project.

i. Continuing Representations and Warranties. The representations and warranties of Recipient contained herein shall be true on the effective date of this Loan Agreement and at all times thereafter until the later of actual completion of the Project, final repayment of the Loan and the portion of any State Bonds that fund or refinance the Loan, or final performance, observance and discharge of all duties, covenants, agreements and obligations of Recipient under this Loan Agreement and the other Loan Documents.

11. Disclaimer of Warranties by Department. RECIPIENT ACKNOWLEDGES AND AGREES THAT NEITHER DEPARTMENT, THE ISSUER, NOR THE TRUSTEE MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR ANY USE OF THE PROJECT OR ANY PORTIONS THEREOF OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO.

12. Certain Covenants of Recipient. Recipient shall comply with the following covenants:

a. Use of Loan Proceeds. Recipient may use the Loan proceeds solely in accordance with the Project budget (Exhibit C) to cover Eligible Costs necessarily incurred by Recipient in completing the Project and subject to any other restrictions imposed by other provisions of this Loan Agreement, the other Loan Documents or applicable law. Recipient may not transfer Loan proceeds among line items in the Project budget without the prior execution of an amendment to this Loan Agreement, in accordance with Section 23, modifying the Project budget to reflect the transfer. Except for the refinancing of any interim loan provided by the State of Oregon, Recipient may not use any of the Loan proceeds to cover Eligible Costs that are paid by other financing for the Project from the State of Oregon or by financing for the Project provided by a third party. Recipient shall promptly repay to Department any Loan proceeds disbursed to Recipient hereunder that are used in any manner other than as permitted by this Loan Agreement and the other Loan Documents or that remain unutilized upon actual completion of the Project. All payments under this Section 12(a) shall be applied to Recipient's obligations in accordance with Section 6.

b. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 5(a) unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

c. Disposition of Project. So long as the Loan is outstanding and unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of any facilities

constructed, improved or acquired as part of the Project, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of all or substantially all or any substantial portion of or interest in any facilities constructed, improved or acquired as part of the Project, unless

i. Department consents thereto in advance in writing upon ninety (90) days' prior written notice to Department; and

ii. either:

(A) Recipient demonstrates to the satisfaction of the Trustee that such sale, lease, abandonment or other disposition will not adversely affect the rating of the State Bonds,

(B) A rating of the Loan is obtained which (a) addresses such sale, lease, exchange, abandonment or other disposition, (b) is no lower than the rating of the State Bonds and (c) shall be in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by Moody's Investors Service or Standard and Poor's, or

(C) Department certifies to Recipient that this Loan Agreement has not been assigned to the Trustee and provides a copy of such certification to the Trustee.

Department will not consent to any such sale, lease, exchange, abandonment or other disposition unless Department shall have received an opinion of Bond Counsel to the effect that such sale, lease, exchange, abandonment or other disposition complies with the Act and the Bond Indenture and will not adversely affect the exclusion of interest on the Loan and on the State Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. Proceeds of any such transfer not used to replace property that is part of the Project shall be applied to the payment of the outstanding principal of and interest on the Loan as a Loan Prepayment pursuant to Section 5(a) above and the prepayment premium applicable to such Loan Prepayment as determined in accordance with the Payment Schedule of the Note**.**

d. Condemnation of Project. In the event the Project or any portion thereof is condemned, Recipient shall apply the condemnation award to the cost of restoring and rebuilding the portion of the Project that was damaged or destroyed. In the event that (1) Recipient elects not to apply the condemnation award to rebuilding and restoration, (2) Recipient is in default under this Loan Agreement or (3) the amount of the condemnation award is in excess of the amount necessary to rebuild and restore the Project, Recipient shall use such condemnation proceeds or (in the case of (3) above) excess proceeds, for the payment of the outstanding principal of and interest on the Loan as a Loan Prepayment pursuant to Section 5(a) above and payment of the prepayment premium applicable to such Loan Prepayment as determined in accordance with the Payment Schedule of the Note.

e. Exclusion of Interest from Federal Gross Income and Compliance with Code.

i. Recipient covenants and agrees that it shall not take any action or omit to take any action which action or omission would result in the loss of the exclusion of the interest on the Loan from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code. The Department may decline to disburse Loan proceeds if it finds that the federal tax-exemption of the Loan or the State Bonds cannot be assured.

ii. Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action, which action or omission would cause the Loan to be a "private activity bond" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of Department, Recipient shall neither (A) permit in excess of ten percent (10%) of either (1) the proceeds of the Loan or (2) the Project financed or refinanced with the proceeds of the Loan, to be used directly or indirectly in any manner that

would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, nor (B) use directly or indirectly any of the proceeds of the Loan, to make or finance loans to persons other than governmental units as such term is used in Section 141(c) of the Code; provided further, that at least one half of the private business use permitted by clause (A) shall be neither disproportionate related business use, nor private business use not related to the government use of such proceeds of the Loan.

iii. Recipient shall not directly or indirectly use or permit the use of any of the "gross proceeds" (within the meaning of Section 148 of the Code) of the Loan or any other funds or take any action or omit to take any action, which use or action or omission could cause the Loan or the State Bonds to become "arbitrage bonds" within the meaning of Section 148(a) of the Code.

iv. Recipient shall not use directly or indirectly the proceeds of the Loan in any manner that would constitute an "advance refunding" of any debt within the meaning of Section 149(d)(2) of the Code and shall not prepay the Loan except as provided for in Section 5 of the Loan Agreement.

v. Recipient shall not cause the Loan or the State Bonds to be treated as a "federally guaranteed" obligation for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, the Loan or the State Bonds shall be treated as "federally guaranteed" if: (A) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (B) five percent (5%) or more of the proceeds of the Loan will be (1) used in making loans, the payment of principal or interest with respect to which is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (2) invested directly or indirectly in federally insured deposits or accounts, and (C) none of the exceptions described in Section 149(b)(3) of the Code apply.

vi. Recipient agrees to ensure that all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code are rebated to the United States of America. If Recipient fails to perform rebate calculations or fails to rebate amounts required to be rebated pursuant to Section 148(f) of the Code, Recipient agrees that Department may undertake to determine whether amounts are necessary to be rebated to the United States of America by Recipient, and Recipient further agrees to provide all amounts necessary to satisfy the requirements of Section 148(f) applicable to the Loan and, to pay to Department such amounts as may be directed by Department and at such times as Recipient may be so directed to satisfy the requirements of Section 148(f) of the Code applicable to the portion of the proceeds of any State Bonds, including any proceeds or other amounts held in a reserve fund applied to fund or refinance the Loan. Recipient further agrees to reimburse Department for the portion of any expenses incurred by them that relate to the Loan and are necessary to satisfy the requirements of Section 148(f) of the Code.

vii. In furtherance of the foregoing, Recipient covenants that it will comply with the provisions of this Loan Agreement and will furnish to Department in writing, upon reasonable request, information regarding investments and use of proceeds of the Loan and of any facilities financed or refinanced therewith.

viii. Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Loan, the covenants contained in this Section 12(e) shall survive the payment of the Loan and the State Bonds, and the interest thereon, including any payment pursuant to Section 6 of this Loan Agreement. Recipient acknowledges that the Loan may be funded with the proceeds of the State Bonds and that failure to comply with the

requirements of this Section 12(e) could adversely affect any exclusion of the interest on the State Bonds from gross income for federal income tax purposes.

ix. Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase State Bonds in an amount related to the amount of the Loan.

x. Recipient may use Loan proceeds to reimburse itself for Eligible Costs of the Project made prior to the funding of the Loan, only if such reimbursement is allowed under one of the following four categories pursuant to 26 C.F.R. §1.150-2:

(A) Preliminary expenditures such as architectural, engineering, surveying, soil testing, bond issuance and similar costs that, in the aggregate, are not in excess of twenty percent (20%) of the proceeds of the Loan. Costs of land acquisition, site preparation and similar costs incidental to commencement of construction are not preliminary expenditures.

(B) Expenditures for issuance costs.

(C) Expenditures that are described in a reimbursement resolution or other declaration of official intent that satisfies the requirements of 26 C.F.R. §1.150-2 and paid no earlier than sixty (60) days prior to the adoption of such resolution or official intent as long as such expenditures are reimbursed no later than 18 months after the later of (i) the date on which the expenditure was paid or (ii) the date on which the property financed in whole or in part by the expenditure was placed in service. Expenditures do not qualify for reimbursement under this paragraph (C) if the period of time between the date on which an expenditure is made and the date of reimbursement exceeds three years.

(D) Expenditures paid within sixty (60) days prior to the date the Loan is funded.

f. Notice of Material Adverse Change and Events Related to Financial Obligations. So long as the Loan is outstanding, Recipient shall promptly notify Department and the Trustee of the following:

i. any material adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project or in the ability of Recipient to make all Loan payments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the other Loan Documents; and

ii. **(A)** the incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, if material; and

(B) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

For the purposes of this Section 12.f.ii., "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board (MSRB).

g. Financial Statements and Reports. So long as the Loan is outstanding, Recipient, if so requested by Department, the Issuer, or the Trustee, and at Recipient's expense, shall deliver to Department in form and detail satisfactory to Department such audited or unaudited financial statement or statements or other reports as to Recipient as Department, the Issuer or the Trustee, respectively, may reasonably request.

h. Records Maintenance, Access and Confidentiality.

i. Access to Records and Facilities. Department, the Trustee, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Loan Agreement, the Bond Indenture, the other Loan Documents, the Project, or the Loan proceeds provided hereunder, for the purpose of making audits and examinations. In addition, Department, the Trustee, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Recipient shall permit authorized representatives of Department, the Trustee, the Secretary of State's Office of the State of Oregon, and the federal government to perform site reviews and inspections of the Project after reasonable prior written notice to Recipient.

ii. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Loan Agreement, the other Loan Documents, the Project or the Loan proceeds, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Loan Agreement or applicable law, following the latest of (A) the actual completion of the Project, (B) final repayment of the Loan, (C) final completion and satisfaction of all reporting requirements of Recipient under this Loan Agreement and the other Loan Documents, or (D) final repayment of the State Bonds. If there are unresolved issues at the end of the three-year period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

iii. Expenditure Records. Recipient shall document the use of all Loan proceeds disbursed by Department under this Loan Agreement and the expenditure or utilization of all resources used in the Project. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles consistently applied and in sufficient detail to permit Department to verify how the Loan proceeds were expended and how the other resources were expended or utilized.

i. Compliance with Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Loan Agreement, the other Loan Documents, or the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Loan Agreement, the other Loan Documents, or the Project: (A) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations and (B) ORS 659A.145, 659A.400, 659A.403, and 659A.406 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Project. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Loan Agreement, the other Loan Documents or the Project and required by law to be so incorporated. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

j. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development

Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp.

k. Access for Disabled Persons. If Recipient operates a commercial facility or public accommodations, as those terms are defined in the Americans with Disabilities Act of 1990, P.L. 101-336, Recipient shall comply with the Americans with Disabilities Act and ORS 447.210 to 447.280.

l. **i. Contributory Liability and Contractor Indemnification—Tort Claims.**

(A) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Tort Claim") against a party to this Contract (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(B) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

ii. Indemnity; Release—Claims Other Than Torts.

(A) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 12.l.i. above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, including without limitation, any expenses

incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.

(B) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

m. Project Completion. Recipient shall complete the Project no later than the Project Completion Deadline.

n. Further Assurances. Recipient shall, at the request of Department, the Issuer or the Trustee, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the other Loan Documents.

13. Event of Default. Each of the following constitutes an Event of Default under this Loan Agreement:

a. Recipient fails to make any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Recipient when due.

b. Recipient fails to perform, observe or discharge any of its duties, covenants, agreements or obligations set forth in this Loan Agreement (other than as described in any other subsection of this Section 13), and such failure is not cured within fifteen (15) Business Days following written notice, specifying such failure and requesting that it be remedied, is given to Recipient by Department or the Trustee. Any event described in subsections (a), (c), (d), (e), or (f) of this Section 13 shall be referred to as an "Automatic Default." If an Automatic Default occurs, or if in the case of default other than an Automatic Default Recipient has been given a notice of breach of the same provision of any of the Loan Documents within the preceding twelve (12) months, Recipient shall be in default hereunder, without any requirement for any notice or opportunity to cure. If any default other than an Automatic Default is curable and if Recipient has not been given a notice of a breach of the same provision of any of the Loan Documents within the preceding twelve (12) months, Department shall send Recipient written notice describing such default. Recipient may cure such default within fifteen (15) Business Days after the date on which such notice is mailed to Recipient; however, if such cure requires more than fifteen (15) Business Days, Recipient shall not be in default if Recipient immediately initiates steps which Department deems in its sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps

sufficient to produce compliance as soon as reasonably practicable but in any event no later than one hundred twenty (120) days from the delivery of the written notice referred to above.

c. Any representation, warranty or statement made by or on behalf of Recipient herein, in any other Loan Document, or in any agreement, instrument, certificate, document or report furnished in compliance with or with reference to this Loan Agreement, any other Loan Document or the Loan or in connection with or with reference to the State Bonds, including but not limited to any representation, warranty or statement with respect to current or historical information relied upon by Department to monitor progress on the Project or the use of Loan proceeds, is false or misleading in any material respect;

d. Recipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) acquiesces in writing to any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing;

e. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); and

f. An event of default occurs under any other Loan Document or any financing document for any other loan made by any third party or parties to Recipient in connection with the Project.

14. Notice of Event of Default. Recipient shall give Department and the Trustee prompt telephonic notice of the occurrence of any Event of Default described in Section 13(d) and (e) and of the occurrence of any other event or condition that constitutes an Event of Default under Section 13 at such time as any senior administrative or financial officer of Recipient becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 14 shall be confirmed in writing as soon as practicable by Recipient.

15. Remedies upon Event of Default. Upon the occurrence of an Event of Default, Department may pursue any remedies available under this Loan Agreement, the Bond Indenture or any other Loan Document and may take whatever other action at law or in equity that may appear to Department to be necessary or desirable to collect the amounts then due and thereafter to become due under this Loan Agreement or any Loan Document or to enforce the performance and observance of any duty, covenant, obligation or agreement of Recipient under this Loan Agreement or any Loan Document, including but not limited to the following remedies and actions:

a. Declaring all Loan payments and all other amounts to be paid by Recipient under this Loan Agreement or any other Loan Document (including, but not limited to Department's cost of defeasance of the portion of any State Bonds allocable to the Loan, if all or a portion of the principal of and interest on the State Bonds has been accelerated pursuant to the Bond Indenture) to be immediately due and payable, and upon notice to Recipient the same shall become immediately due and payable without further notice or demand.

b. Terminating all further disbursements of Loan proceeds.

c. Declaring Recipient ineligible to receive future awards from Department.

d. Withholding all or a portion of any amounts otherwise due to Recipient and applying them to payments due pursuant to ORS 285B.449 or ORS 285B.599, as applicable.

e. Foreclosing liens or security interests or otherwise realizing upon any collateral securing Recipient's performance, observance and discharge of its duties, covenants, agreements and obligations under this Loan Agreement or any other Loan Document.

16. No Remedy Exclusive; Waiver. No remedy herein conferred upon or reserved to Department is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or any of the Loan Documents or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. No single or partial exercise of any right, power or privilege under this Loan Agreement or any of the Loan Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. To entitle Department to exercise any remedy reserved to it in this Loan Agreement or any other Loan Document, it shall not be necessary to give any notice, other than such notice as is specifically and expressly required by this Loan Agreement or such Loan Document.

17. Limitation of Recipient Remedies; Limitation of Liability of Department. In the event of any failure by Department to perform, observe or discharge any of its covenants, agreements or obligation under this Loan Agreement, Recipient's remedy shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of Department, as may be necessary or appropriate. In no event shall Department or its agents be liable or responsible for any direct, indirect, incidental, special or consequential damages in connection with or arising out of this Loan Agreement, any other Loan Document or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided in connection therewith.

18. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

(a) Department: Oregon Business Development Department
Infrastructure Loan and Debt Manager
RE: Project Number B24001
775 Summer Street NE Suite 310
Salem OR 97301-1280
Email: jay.porter@biz.oregon.gov
Phone: 971-382-2121

(b) Issuer: State Treasurer
Attention Director, Debt Management Division
100 Labor & Industries Building
Salem OR 97301
Email: Jaime.Alvarez@ost.state.or.us>
Phone: 503-378-8031

(c) Trustee: Zions Bancorporation, National Association
Anna McCully, Vice President
601 Union Street, Suite 3600
Seattle WA 98101
Office: (206) 438-1267
Email: anna.mccully@zionsbank.com

19. Severability. The parties agree that if any term or provision of this Loan Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Loan Agreement did not contain the particular term or provision held to be invalid.

20. Governing Law, Consent to Jurisdiction. This Loan Agreement and all other Loan Documents shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Loan Agreement or the other Loan Documents shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon, other than Claims which must be brought and conducted in another Circuit Court of the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section 20 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

21. Assignment of Loan Agreement, Successors in Interest.

a. Recipient shall not assign or transfer any interest in this Loan Agreement or in any other Loan Document without the prior written approval of Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Department, the Issuer or the Trustee may deem necessary. No approval by Department of any assignment or transfer shall be deemed to create any obligation of Department in addition to those set forth in the Loan Agreement or the other Loan Documents nor will Department's approval of an assignment or transfer relieve Recipient of any of its duties or obligations under this Loan Agreement or any of the other Loan Documents.

b. The provisions of this Loan Agreement and the other Loan Documents shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. In addition, the Trustee shall be considered as a beneficial party to this Loan Agreement, with all attendant rights to enforce the duties, obligations, covenants and agreements of Recipient set forth herein, to the same extent as if the Trustee was a party hereto. Except for Trustee, nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

22. Relationship of Parties. The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

23. Integration. This Loan Agreement, including all exhibits, schedules and attachments, and the other Loan Documents constitute the entire agreement between the parties on the subject matter hereof. All exhibits, schedules and attachments are incorporated in this Loan Agreement by this reference. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Loan Agreement.

24. Amendment. No modification or change of terms of this Loan Agreement shall bind either party unless in writing and signed by both parties and, when required, the Oregon Department of Justice. No waiver or consent shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

25. Construction and Interpretation. Both parties acknowledge that they are each represented by and have sought the advice of Counsel in connection with this Loan Agreement and the other Loan Documents and the transactions contemplated hereby and thereby and have read and understand the terms of this Loan Agreement and the other Loan Documents. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Loan Agreement or the other Loan Documents. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, partnerships, agencies and districts. Words importing one gender shall include any other gender.

26. Time is of the Essence. Recipient agrees that time is of the essence under this Loan Agreement and the other Loan Documents.

27. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Loan Agreement shall be entitled to recover from the other its reasonable attorney fees, costs and expenses at trial and on appeal (which in the case of Department shall include without limitation the reasonable costs and expenses of the Issuer and the Trustee and the reasonable allocated costs of Department's Counsel, Bond Counsel and any other Counsel appointed by Department). Reasonable attorney fees shall not exceed the rate charged to Department by its attorneys.

28. Counterparts. This Loan Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Loan Agreement so executed shall constitute an original.

The parties hereto have executed this Loan Agreement by their duly authorized representatives. Recipient, by signature of its Authorized Officer, hereby acknowledges that it has read this Loan Agreement, understands it, and agrees to be bound by its terms and conditions.

NOTICE TO RECIPIENT

Do not sign this Loan Agreement before you read it.

This Loan Agreement provides for the payment of a penalty in certain cases if you wish to repay the Loan in full or in part prior to the date provided for repayment in the Loan Agreement.

This Loan Agreement authorizes Department in certain cases to refuse to accept full or partial repayment of the Loan prior to the date provided for repayment in the Loan Agreement.

STATE OF OREGON
acting by and through the
Infrastructure Finance Authority
of the Business Development Department

By: _____
Chris Cummings, Deputy Director

Date: _____

CITY OF ASHLAND

By: _____
Sabrina Cotta, City Manager

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Devon Thorson as per email dated 4 June 2026
Devon Thorson, Senior Assistant Attorney General

EXHIBIT A
GENERAL DEFINITIONS

Act means ORS 285B.410-482.

Application means Recipient's application to Department for financing for the Project signed by an Authorized Officer of Recipient, as supplemented from time to time, which is on file with Department.

Authorized Officer means, in the case of Recipient, a person authorized pursuant to a resolution, order or ordinance of Recipient's governing body to act as an authorized officer of Recipient to perform any act or execute any document relating to this Loan Agreement or a Loan Document on behalf of Recipient

Bond Closing Date means the closing date for the State Bonds, the proceeds of which are applied to fund the Loan.

Bond Counsel means a law firm determined by Department to have knowledge and expertise in the field of municipal law and to issue opinions that are generally accepted by purchasers of municipal bonds.

Bond Indenture means the Third Amended and Restated Indenture of Trust, as supplemented, between the Issuer, Department and the Trustee, pursuant to which the State Bonds are issued, and all amendments and supplement thereto adopted in accordance with the provisions thereof.

Business Day means any day other than (a) a Saturday, Sunday or federal holiday or a day on which banking institutions in Salem, Oregon or in the city in which the principal office of the Trustee is located are closed, or (b) a day on which the New York Stock Exchange is closed.

Code means the Internal Revenue Code of 1986, as amended, and any regulations promulgated pursuant thereto.

Counsel means an attorney at law (who may be, without limitation, of counsel to, or an employee of, Department, the Issuer, the Trustee or Recipient) duly admitted to practice law in Oregon, or firm of attorneys at law.

Default means an event, which, with notice or lapse of time or both, would become an Event of Default.

Eligible Costs means those Project costs that, (i) in accordance with this Loan Agreement, applicable state and federal law, administrative rule or regulation, and applicable policy, are permitted uses of Loan proceeds, and (ii) are expenditures that are capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code. Such costs may not include internal costs charged to the Project by Recipient, payments made to related parties within the meaning of Section 1.150-1(e) of the Code, or the payment of principal or interest due on interim financing for the Project provided by a third party.

Event of Default means any occurrence or event specified in Section 13 of the Agreement.

Fund means the Special Public Works Fund established pursuant to ORS 285B.455.

Issuer means the State of Oregon acting by and through the State Treasurer of the State of Oregon

Loan Agreement means this loan agreement, including any exhibits, schedules or attachments hereto, as it may be amended from time to time.

Loan Closing Date means the Bond Closing Date, provided that all conditions precedent to disbursement hereunder are satisfied.

Loan Disbursement Account means the account established by Department from which Loan proceeds shall be disbursed pursuant to Section 3.a. of this Loan Agreement.

Loan Documents means this Loan Agreement, the Note and all agreements, instruments, documents and certificates, executed and delivered pursuant hereto or in connection herewith.

Loan Prepayment means any payment by Recipient that is applied to the unpaid principal of the Loan and is in excess of the amount then required to be paid as a loan payment.

Maturity Date means the date designated as the maturity date on the Payment Schedule to the Note.

Municipality means an entity described in ORS 285B.410(9).

Net Revenues means the revenues of Recipient's System that remain after payment of operation and maintenance costs of the System.

Note means the promissory note of Recipient that evidences this Loan, and any amendment, restatement, extension or renewal thereof. The Note includes the Payment Schedule that is attached thereto.

Note Rate means the interest rate(s) specified in the Payment Schedule to the Note.

Optional Loan Prepayment Date means the Optional Loan Prepayment Date set forth in the Payment Schedule to the Note.

Payment Schedule means the payment schedule that is attached to the Note, as it may from time to time be revised.

Project Completion Date means the earlier of (a) the date on which all of the proceeds of the Loan, including any investment earnings derived from the investment of such proceeds, have been spent; or (b) the date on which Recipient completes the Project.

Project Completion Deadline means 36 months from the date of the sale of the Bonds.

State Bonds means the series of Oregon Bond Bank revenue bonds authorized by the Bond Indenture and the Act, together with any refunding bonds, authenticated and delivered pursuant to the Bond Indenture, in each case used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

System means the utility system or systems, if any, of Recipient that includes the Project or components of the Project, as such system or systems may be modified or expanded from time to time. References in this Loan Agreement to Recipient's "System" shall be ignored to the extent that the Project is not a component of a utility system or systems.

Trustee means the Trustee pursuant to the Bond Indenture, or its successor or successors, and any other corporation that may at any time be substituted in its place as Trustee pursuant to the Bond Indenture.

Underwriter means the broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the State Bonds.

EXHIBIT B
PROJECT DESCRIPTION

Recipient will, with the assistance of a professional engineer licensed in Oregon, prepare final design plans for road improvements, which will include specifications and construction documents that must be submitted to Department. The construction will include, but is not limited to:

- Approximately 3,750 lineal feet of asphalt overlay and partial rebuild of Ashland Street between Siskiyou Boulevard and Faith Avenue.
- Upgrade approximately 16 Americans with Disabilities Act ("ADA") ramps from the road to the sidewalks.
- Installation of approximately two new rectangular rapid flashing beacons.
- Installation of approximately 3,750 lineal feet of protection bike lanes.

Pre-Award costs associated with preparing final design plans which include specifications, construction documents, and engineering expenses around final design will be allowed.

Recipient completed the Project on 25 October 2025.

EXHIBIT C
PROJECT BUDGET

	Department Funds	**Other / Matching Funds**
Activity	Approved Budget	Estimated Budget
Pre-award Final Design	$292,284	$0
Design / Engineering	$424,572	$0
Construction	$3,748,086	$0
Construction Contingency	$374,809	$0
Bond Bank Fee	$40,170	$0
Total	$4,879,921	$0

EXHIBIT D
SOURCES OF PAYMENT AND PLEDGE

I. FULL FAITH AND CREDIT PLEDGE

Recipient hereby pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution to pay the amounts due under the Loan Agreement and the Note. The Loan Agreement and the Note are secured by and shall be payable from all lawfully available funds of Recipient.

II. PLEDGE OF DEDICATED REVENUES WITHIN THE STREET FUND

A. The principal of and interest on the Loan shall be payable from the following revenues within Recipient's Street Fund, (collectively, "Street Fund Revenues"):

a. 73% of the Food and Beverage Taxes collected by the Recipient pursuant to Ashland Municipal Code ("AMC") 4.34.020 which shall be paid into the Street Fund per AMC 4.3.020C.4. (Beginning in fiscal year 2023, such funds will be budgeted to pay for debt service for street repair and rehabilitation under AMC 4.34.020C.5.b.), until the Food and Beverage Tax expires and is not otherwise extended. (*Note:* Per AMC 4.34.020, the remaining 27% of the Food and Beverage Taxes collected are not pledged as they are presently payable respectively to the parks account (25%) and for Recipient's costs of administration and collection of the tax (2%).)

b. 100% of the Transportation Utility Fees collected by the Recipient pursuant to AMC Chapter 4.26 and which shall be paid into the Street Fund per AMC 4.26.030.

c. 100% of the moneys paid to Recipient under ORS 366.785 to 366.820 out of the state highway fund (state shared revenue). Recipient represents and warrants that such moneys shall be paid into the Street Fund and in compliance with ORS 366.815, requiring such moneys to be set aside into a state tax street fund.

Recipient hereby grants to Department a security interest in and irrevocably pledges its Street Fund Revenues to pay all of the obligations owed by Recipient to Department under the Loan Agreement. Pursuant to ORS 287A.310, the pledge of the Street Fund Revenues hereby made by Recipient shall be valid and binding from the date of this Loan Agreement.

B. Except as described in paragraph C below, Recipient shall not incur any obligation payable from or secured by a lien on and pledge of the Street Fund Revenues that is superior to or on parity with the Loan.

C. Notwithstanding paragraph B of this Section II, loans previously made and loans made in the future by Department to Recipient that are secured by the Street Fund Revenues shall have a lien on such Street Fund Revenues on parity with the Loan.

D. Reserved.

E. Recipient may establish a debt service reserve fund to secure obligations that are issued on parity with the Loan as described in paragraph C of Section II, provided that the debt service reserve fund can only be pledged to the payment of such obligations subject to the payment of debt service on the Loan and the loans described in paragraph C of Section II during the current fiscal year.

F. The Street Fund Revenues pledged pursuant to paragraph A of Section II and hereafter received by Recipient shall immediately be subject to the lien of such pledge and the lien of the pledge shall be superior to all other claims and liens whatsoever, except as provided in paragraph C of Section II, to the fullest extent permitted by ORS 287A.310.

PROMISSORY NOTE

Dated August 1, 2026

Ashland, Oregon

FOR VALUE RECEIVED, the City of Ashland (hereinafter "Recipient") unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH ITS INFRASTRUCTURE FINANCE AUTHORITY OF THE BUSINESS DEVELOPMENT DEPARTMENT, at its principal office at 775 Summer Street NE, Suite 310, Salem, Oregon 97301-1280 (hereinafter "State"), the Loan Amount stated in the attached Payment Schedule, together with interest on the outstanding principal balance from the date hereof until paid at the Note Rate. Interest shall be computed on the basis of a 360-day year, consisting of twelve (12) thirty-day (30-day) months.

Capitalized terms not otherwise defined in this Note shall have the meanings assigned to them by that certain loan agreement for Project No. B24001, between the State and the Recipient (as amended from time to time the "Agreement").

Unless earlier prepayment is received hereunder or under the terms of the Agreement, principal and interest shall be payable at the times and in the amounts specified on the Payment Schedule attached to this Note (which is by this reference incorporated herein). All payments hereunder shall be made directly to the Trustee for the account of the State. Each payment made by the Recipient hereunder shall be applied in accordance with the terms of the Agreement.

This Note is not prepayable except as provided for in Section 5 of the Agreement, and a prepayment may be subject to the premium determined in accordance with the Payment Schedule to this Note.

If any Event of Default occurs, the outstanding balance of the Note, including principal, prepayment premium, if any, interest and other charges, if any, shall, at the option of the State, become immediately due and payable in accordance with Section 15 of the Agreement. Failure or delay of the holder of this Note to exercise any option available to the State under the terms of this Note or the Agreement shall not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default and shall not constitute a waiver of any subsequent breach of the same or of any other provision of this Note or the Agreement.

All parties to this Note hereby waive presentment, dishonor, notice of dishonor, and protest. All parties hereto hereby consent to, and the holder hereof is hereby expressly authorized to make, without notice, any and all renewals, extensions, modifications or waivers of the time for or the terms of payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Note, or of the performance of any covenants, conditions or agreements hereof or thereof, or the taking or release of collateral securing this Note. No liability of any party on this Note shall be discharged by any action consented to above taken by any holder of this Note.

To the extent permitted by law, the prevailing party in any dispute arising from this Note shall be entitled to recover from the other its reasonable attorney's fees, costs and expenses at trial and on appeal (which in the case of the State shall include without limitation the reasonable costs and expenses of the Issuer and the Trustee and the reasonable allocated costs of the State's Counsel, Bond Counsel and any other Counsel appointed by the State).

This Note is made with reference to, and is to be construed in accordance with, the laws of the State of Oregon without regard to principles of conflicts of law.

This Note is subject to, and is secured pursuant to, the terms and conditions of the Agreement.

NOTICE TO THE RECIPIENT

Do not sign this Note before you read it.

This Note is subject to the terms of the Agreement which provides for the payment of a penalty in certain cases of full or partial repayment of the Loan prior to the date provided for repayment in this Note and in the Agreement.

This Note is subject to the terms of the Agreement which authorizes the State to refuse in certain cases to accept full or partial repayment of the Loan prior to the date provided for repayment in this Note and in the Agreement.

CITY OF ASHLAND:

Signature: _____

Print: Sabrina Cotta

Title: City Manager

PAYMENT SCHEDULE
TO PROMISSORY NOTE[1]

Recipient: City of Ashland
Project Number: B24001
Loan Amount: $4,398,095.67
Maturity Date: 1 December 2040

Interest Rate(s) and Payment Amounts and Dates					
Payment Date	**Principal Amount**	**Interest Rate**[2]	**Interest Payment**	**Total Principal and Interest Payment**	**Outstanding Principal Balance**
9/15/2026					$4,398,095.67
12/1/2026					$4,398,095.67
12/1/2027	$306,895.21	5.000%	$128,029.79	$434,925.00	$4,091,200.46
12/1/2028	$233,739.97	5.000%	$204,560.03	$438,300.00	$3,857,460.49
12/1/2029	$240,676.97	5.000%	$192,873.03	$433,550.00	$3,616,783.52
12/1/2030	$252,710.82	5.000%	$180,839.18	$433,550.00	$3,364,072.70
12/1/2031	$264,846.36	5.000%	$168,203.64	$433,050.00	$3,099,226.34
12/1/2032	$282,088.68	5.000%	$154,961.32	$437,050.00	$2,817,137.66
12/1/2033	$294,443.11	5.000%	$140,856.89	$435,300.00	$2,522,694.55
12/1/2034	$306,915.27	5.000%	$126,134.73	$433,050.00	$2,215,779.28
12/1/2035	$324,511.03	5.000%	$110,788.97	$435,300.00	$1,891,268.25
12/1/2036	$342,236.58	5.000%	$94,563.42	$436,800.00	$1,549,031.67
12/1/2037	$360,098.41	5.000%	$77,451.59	$437,550.00	$1,188,933.26
12/1/2038	$378,103.33	5.000%	$59,446.67	$437,550.00	$810,829.93
12/1/2039	$396,258.50	5.000%	$40,541.50	$436,800.00	$414,571.43
12/1/2040	$414,571.43	5.000%	$20,728.57	$435,300.00	$0.00

OPTIONAL LOAN PREPAYMENT. The Loan may be prepaid in full or in part at any time(s) after January 1, 2036, with no prepayment penalty.

[1] Payment Schedule to Promissory Note to be revised to reflect results of pricing of the State Bonds pursuant to Section 4 of Agreement, including the Loan Amount.
[2] This interest rate shall apply to the principal amount stated to the left, and interest shall accrue on such principal amount from the date of the Note until paid.

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Project Name: Ashland Road Improvements

Project Number: B24001

This interim financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Ashland ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means $4,839,751.

"Interest Rate" means 3.05% per annum.

"Loan Amount" means $4,839,751.

"Maturity Date" means the earlier of 3 years plus 90 days after the date of this Contract, or the receipt of Refunding Proceeds by either party.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract**.**

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, as financing for the Project a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.

C. Loan Payment. The entire outstanding balance of the Loan, including all accrued unpaid interest, is due and payable in full on the Maturity Date.

D. Loan Prepayments.

(1) Mandatory Prepayment. The Refunding Proceeds shall be applied to repay the outstanding balance of the Contract. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.

(2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to

interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient.

(2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.

(3) An opinion of Recipient's Counsel.

(4) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) There is no Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests for Project design, including anticipated number, submission dates, and amounts and, prior to the beginning of Project construction, an estimated schedule of Disbursement Requests for construction, including anticipated number, submission dates, and amounts.

(5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

(6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.

C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.

B. Organization and Authority.

(1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.

(2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.

(3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.

(4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

(1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.

(2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

(2) State labor standards and wage rates found in ORS chapter 279C.

(3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

(1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.

(2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

(3) Permit OBDD to conduct inspection of the Project at any time.

(4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

(6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.

E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).

I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the

Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz.

N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.

P. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must

promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

A. The Recipient fails to make any Loan payment when due.

B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.

D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

(2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

(3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;

(4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or

(5) The Recipient takes any action for the purpose of effecting any of the above.

E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.

F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

(1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.

(2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.

(3) Barring Recipient from applying for future awards.

(4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.

(5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.

(5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

(1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email

system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:	Deputy Director Oregon Business Development Department 775 Summer Street NE Suite 200 Salem, OR 97301-1280
If to Recipient:	Public Works Director City of Ashland 20 East Main Street Ashland, OR 97520

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Business Development Department

By: Chris Cummings Digitally signed by Chris Cummings Date: 2024.01.24 16:34:55 -08'00'
Chris Cummings, Deputy Director

Date: _____

CITY OF ASHLAND

By: _____
~~Joseph L. Lessard,~~ City Manager
SABRINA COTTA,

Date: 11/29/2023

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 3 October 2023
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285B.410 through 285B.482, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 04 August 2023.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Financing Documents" means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD's financing of the Project.

"Financing Proceeds" means the proceeds of the Loan.

"Lottery Bonds" means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

"Municipality" means any entity described in ORS 285B.410(9).

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

"Refunding Proceeds" means the proceeds of any subsequent short- or long-term financing, whether resulting from the sale of tax-exempt bonds or otherwise, issued to refund the Loan or to finance the Project.

"System" means the Recipient's **s**treet system, which includes the Project or components of the Project and all accepted local streets within the City of Ashland-owned land, Recipient's rights-of way, and Recipient's easements, as it may be modified or expanded from time to time.

"Street Fund" means the Recipient's fund dedicated for the purposes of the operation, administration, and maintenance of the local transportation network of the City of Ashland.

EXHIBIT B - SECURITY

A. Full Faith & Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.

B. Refunding Proceeds. The outstanding principal of and accrued, but unpaid, interest on the Loan shall be payable from any Refunding Proceeds. The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.

C. Pledge of Dedicated Revenues within the Street Fund.

1. All payment obligations under this Contract and the other Financing Documents are payable from the following revenues within Recipient's Street Fund, (collectively, "Street Fund Revenues"):

a. 73% of the Food and Beverage Taxes collected by the Recipient pursuant to Ashland Municipal Code ("AMC") 4.34.020 which shall be paid into the Street Fund per AMC 4.3.020C.4. (Beginning in fiscal year 2023, such funds will be budgeted to pay for debt service for street repair and rehabilitation under AMC 4.34.020C.5.b.), until the Food and Beverage Tax expires and is not otherwise extended. (*Note:* Per AMC 4.34.020, the remaining 27% of the Food and Beverage Taxes collected are not pledged as they are presently payable respectively to the parks account (25%) and for Recipient's costs of administration and collection of the tax (2%).)

b. 100% of the Transportation Utility Fees collected by the Recipient pursuant to AMC Chapter 4.26 and which shall be paid into the Street Fund per AMC 4.26.030.

c. 100% of the moneys paid to Recipient under ORS 366.785 to 366.820 out of the state highway fund (state shared revenue). Recipient represents and warrants that such moneys shall be paid into the Street Fund and in compliance with ORS 366.815, requiring such moneys to be set aside into a state tax street fund.

The Recipient irrevocably pledges and grants to OBDD a security interest in the Street Fund Revenues to pay all of Recipient's obligations under this Contract and the other Financing Documents. The Street Fund Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or further act, and the lien of this pledge is superior to all other claims and liens, except as provided in subsections 2 and 3 of this section C, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Street Fund Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310.

2. The Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Street Fund Revenues that is superior to, or on parity with the Loan. Recipient shall not revise the AMC to reduce the revenues associated with the Food and Beverage Taxes or the Transportation Utility Fees within the Street Fund Revenues without the prior written consent of OBDD.

3. Notwithstanding the requirements of subsection 2 of this section C, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Street Fund Revenues may have a lien on such Street Fund Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Street Fund Revenues in relation to the lien(s) of any third party(ies).

EXHIBIT C - PROJECT DESCRIPTION

The Recipient will, with the assistance of a professional engineer licensed in Oregon, prepare final design plans for road improvements, which will include specifications and construction documents that must be submitted to Business Oregon. The construction will include, but is not limited to:

- Approximately 3,750 lineal feet of asphalt overlay and partial rebuild of Ashland Street between Siskiyou Boulevard and Faith Avenue.
- Upgrade approximately 16 ADA ramps from the road to the sidewalks.
- Installation of approximately two new rectangular rapid flashing beacons.
- Installation of approximately 3,750 lineal feet of protection bike lanes.

Pre-Award costs associated with preparing final design plans which include specifications, construction documents, and engineering expenses around final design will be allowed.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Estimated Funds
Pre-award Final Design	$292,284	$0
Design / Engineering	$424,572	$0
Construction	$3,748,086	$0
Construction Contingency	$374,809	$0
Total	**$4,839,751**	**$0**

Council Business Meeting

November 7, 2023

Agenda Item	Authorizing Resolution – Special Public Works Fund for Borrowing for the Ashland Street Rehabilitation Project	
From	Scott Fleury PE	Public Works Director
Contact	Scott.fleury@ashland.or.us	
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☒ Presentation ☐	

SUMMARY

Before the Council is a request to approve an authorizing resolution to utilize the Special Public Works Fund and enter into a financing contract with Business Oregon for the Ashland Street Rehabilitation Project.

POLICIES, PLANS & GOALS SUPPORTED

VISION STATEMENTS for Success:

- *Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known*
- *We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation*
- *We will plan and direct our efforts to fulfill this Vision for the long term with a constant view toward being an open, welcoming community for all with a positive economic future*

VALUE STATEMENTS for Success that Support the Vision:

COMMUNITY

- Environmental resilience, including addressing climate change and ecosystem conservation

ORGANIZATION

- Quality infrastructure and facilities through timely maintenance and community investment

PREVIOUS COUNCIL ACTION

The Council has taken numerous previous actions for borrowing via approval of authorizing resolutions. The Council also previously approved the design, construction administration and construction contracts for the Ashland Street Rehabilitation Project.

1. **June 20, 2023 Construction Contract Approval**
2. **June 20, 2023 Construction Administration Contract Approval**
3. **June 20, 2023 Meeting Minutes**
4. **June 15, 2021 Design Contract Approval**
5. **June 15, 2021 Meeting Minutes**

BACKGROUND AND ADDITIONAL INFORMATION

The current Capital Improvement Program outlines major roadway rehabilitation projects for the next six years with Ashland Street and North Mountain Avenue as the two rehabilitation projects scheduled for the current biennium.

In order to properly fund roadway rehabilitation projects of the City's arterial and collectors the voters approved a change in how the Food and Beverage Tax is allocated to support deferred street maintenance. The current F&B allocates 25% to the Parks Department, 2% for administrative management of the fund and "Not less than an amount necessary to pay for debt service on any borrowing for street repair and rehabilitation per the City of Ashland Pavement Management Program".

The F&B requires the City obtain a debt service to pay for the roadway rehabilitation projects of arterial and collector roadways. In order to obtain financing for the project under the F&B allocation, staff reached out to the Infrastructure Finance Authority (IFA) who manages the Special Public Works Fund that offers loans for infrastructure related projects. The Special Public Works Fund provides low-cost financing to eligible municipalities for planning, design, and construction of utilities and facilities essential to industrial growth, commercial enterprise, and job creation.

The IFA was supportive of the City's request and Public Works along with Finance staff put together all background and financial information required of the formal application process. As part of the approval process the IFA Board makes the final decision on funding and staff presented project information to the IFA Board at their August 4, 2023 for consideration of funding through the Special Public Works Fund. The Board approved the City's request for funding at that time and since then the IFA has worked with the Department of Justice to develop the contract documents necessary to finalize the loan.

In order to close the loan, the Council must approve an authorizing resolution for the borrowing and the Legal Department must provide a letter of legal opinion the City can borrow and pay back the loan.

FISCAL IMPACTS

The financing contract outlines the term/parameters of the loan. The loan is in an amount not to exceed $4,839,751 with an interest rate of 3.05% per annum. The term of the loan is 15 years, which generally equates to the life of a pavement project, before an overlay is required.

The design engineering contract approved was for $459,691 with $418,335 spent towards this phase. The construction contract approved was for $3,748,086 and $898,784 has been spent to date. The construction administration contract approved was for $424, 572 with $56,187 spent to date.

Once the construction phase is finalized the City will reimburse for actual expenses and begin the loan repayment process.

DISCUSSION QUESTIONS

Does the Council have any questions about the funding mechanism for the Ashland Street project?

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve "A RESOLUTION OF THE CITY OF ASHLAND, OREGON AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON NFRASTRUCTURE FINANCE AUTHORITY".

I move to approve the City Manager sign a legal approved financing contract with the Infrastructure Finance Authority for financing the Ashland Street Rehabilitation Project.

I move to take no action

SUGGESTED NEXT STEPS

Next steps include finalizing the construction phase in spring of 2024 and begin the reimbursement and repayment process.

REFERENCES & ATTACHMENTS

Attachment #1: Authorizing Resolution
Attachment #2: Financing Contract

RESOLUTION NO. 2023-27

A RESOLUTION AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

RECITALS:

A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Special Public Works Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a "development project" within the meaning of the Act.

D. The OBDD has approved the Recipient's application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into an Interim Financing Contract with the OBDD, number B24001, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Interim Financing Contract (the "Project").

F. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ASHLAND, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Financing Loan Authorized. The Governing Body authorizes the City Manager (the "Authorized Officer") to execute on behalf of Recipient the Interim Financing Contract and such other documents as may be required to obtain financial assistance (the "Financing Documents"), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of $4,839,751 and an interest rate of 3.05% per annum a percent deemed reasonable by the Authorized Officer and in the best interest of the Recipient. The proceeds of the loan from the OBDD will be applied solely to the "Costs of the Project" as such term is defined in the Interim Financing Contract.

SECTION 2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Interim Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

(a) The revenues of the project, including special assessment revenues;
(b) Amounts withheld under ORS 285B.449 (1);
(c) The general fund of the Recipient;
(d) Revenues from the Recipient's Street Fund Revenues; or
(d) Any other source.

SECTION 3. Additional Documents. The City Manager of the City of Ashland is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the IFA for the Project pursuant to the Financing Documents.

SECTION 4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

SECTION 5. This resolution is effective upon adoption.

ADOPTED by the City Council this 7th day of November, 2023.

ATTEST:

Alissa Kolodzinski, City Recorder

Reviewed as to form:

Douglass McGeary, City Attorney

Council Business Meeting

Date: July 21, 2026

Agenda Item	Approval of Resolutions for Wastewater and Storm Drain Rate Increases
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

Fifteen Minutes (15).

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

Before Council is a request to approve authorizing rate resolutions for the wastewater and storm drain enterprise systems. The rate resolutions are consistent with the rates developed in the Wastewater and Storm Drain Rate Study prepared by HDR Engineering and previously accepted by the City Council. The Rate Study accounts for people, materials & services and capital needs for each fund. The proposed rate increase is for fiscal year 2027 with a starting date of August 1, 2026. Proposed future rate increases will be brought to the City Council as part of the 2027-2029 Biennial Budget process.

The last wastewater rate increase was in 2019 and the last storm drain rate increase was in 2021. The rate increases were in alignment with the master plan financial analysis.

POLICIES, PLANS & GOALS SUPPORTED

VISION STATEMENTS for Success:

- *Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known*
- *We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation*
- *We will plan and direct our efforts to fulfill this Vision for the long term with a constant view toward being an open, welcoming community for all with a positive economic future*

VALUE STATEMENTS for Success that Support the Vision:
COMMUNITY

- Environmental resilience, including addressing climate change and ecosystem conservation

ORGANIZATION

- Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

PREVIOUS COUNCIL ACTION

The City Council has previously accepted the Collection System and Storm Drain System Master Plans that outline the capital and maintenance needs for each enterprise. The Council has also adopted biennial budgets

that support both enterprises. The Council most recently accepted the Cost of Service and Rate Study for both the Wastewater and Storm Drain Enterprise Systems that outline necessary rate increases for each fund.

BACKGROUND AND ADDITIONAL INFORMATION

Wastewater Fund Proposed Increases

Wastewater rates were developed to account for the cost of collection, treatment and release of wastewater to National Pollution Discharge Elimination System (NPDES) permit standards (Department of Environmental Quality). The rates are based on the cost of; operating and maintaining the wastewater system; providing customer service; constructing and replacing wastewater facilities; complying with regulatory standards; and paying debt service.

Figure 1: Wastewater Projected Rate Increases

Table ES – 2
Summary of the Wastewater Revenue Requirement Analysis ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY
Revenues						
Rate Revenues	$6,746	$6,780	$6,814	$6,848	$6,882	
Other Revenues	250	43	40	28	19	
Total Revenues	**$6,996**	**$6,822**	**$6,853**	**$6,876**	**$6,901**	
Expenses						
Total O&M Expenses	$5,963	$5,963	$6,265	$6,553	$6,847	
Taxes & Transfers	540	550	545	548	551	
Rate Funded Capital	832	650	610	375	625	
Net Debt Service	174	173	353	576	665	
Reserve Funding	(513)	(75)	(6)	251	194	
Total Revenue Requirement	**$6,996**	**$7,262**	**$7,767**	**$8,303**	**$8,881**	
Bal./(Def.) of Funds	($0)	($475)	($987)	($1,541)	($2,139)	(
Plus: Additional Taxes	0	(35)	(73)	(114)	(158)	
Total Bal. / (Def.) of Funds	$0	($475)	($987)	($1,541)	($2,139)	(
Balance as % of Rates	0.0%	7.0%	14.5%	22.5%	31.1%	
Proposed Rate Adjustments	**0.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**	
Add'l Revenue with Rate Adj.	$0	$475	$987	$1,541	$2,139	

Wastewater Rates Summary:

- Adjustments are necessary to fund the ongoing O&M expenses to provide wastewater service
- Adjustments are necessary to maintain prudent funding of annual renewal and replacement of the wastewater utility

- The proposed adjustments maintain the City's financial health (e.g., debt service coverage ratios, reserves) and provide long-term, sustainable funding levels for the City

Storrm Drain Fund Proposed Rate Increases
Storm drain rates were developed to account for the cost of collection, treatment and release of storm drainage to comply with the City's MS4 permit (Department of Environmental Quality). The rates are based on the cost of; operating and maintaining the storm drain system; providing customer service; constructing and replacing storm drain facilities; complying with regulatory standards; and paying debt service.

Figure 2: Storm Drain Project Rate Increase

Table ES – 6
Summary of the Storm Drain Revenue Requirement Analysis ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY
Revenues						
Rate Revenues	$810	$814	$818	$822	$826	
Other Revenues	84	43	36	26	19	
Total Revenues	**$894**	**$856**	**$854**	**$847**	**$845**	
Expenses						
Total O&M	$826	$857	$900	$945	$990	
Taxes & Transfers	0	65	65	66	66	
Rate Funded Capital	65	75	100	140	195	
Net Debt Service	0	0	0	43	88	
Reserve Funding	3	(1)	67	74	35	
Total Expenses	**$894**	**$996**	**$1,133**	**$1,269**	**$1,374**	
Bal./(Def.) of Funds	$0	($151)	($301)	($455)	($571)	
Plus: Additional Taxes	0	(11)	(22)	(34)	(42)	
Total Bal. / (Def.) of Funds	$0	($151)	($301)	($455)	($571)	
Balance as % of Rev from Rates	0.0%	17.1%	34.1%	51.2%	64.0%	
Proposed Rate Adjustments	**0.0%**	**18.5%**	**15.5%**	**13.5%**	**8.9%**	
Add'l Revenue with Rate Adj.	$0	$151	$301	$455	$571	

Storm Drain Rates Summary:

- Adjustments are necessary to fund the ongoing O&M expenses to provide storm drain service
- Adjustments are necessary to maintain prudent funding of annual renewal and replacement of the storm drain utility
- The proposed adjustments maintain the City's strong financial health (e.g., debt service coverage ratios, reserves) and provide long-term, sustainable funding levels for the City

FISCAL IMPACTS

The City contracted with HDR Engineering for $72,868 to perform the Cost of Service and Rate Study. To date $39,224 has been expended towards the contract amount.

The Cost of Service and Rate Analysis recommended rate increases starting July 1, 2026 to support the wastewater and storm drain funds, including personnel, operations, capital and debt expenses. Due to the timing of acceptance of the study and staff's ability to create updated rate resolutions the rate increases if approved will start on August 1, 2026.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve resolution number 2026-15, A resolution revising rates for wastewater/sewer service pursuant to Ashland Municipal Code section 14.08.035 and repealing resolution 2019-10.

I move to approve resolution number 2026-16, A resolution adopting a storm drainage utility fee schedule pursuant to Ashland Municipal Code section 4.27.050 and repealing resolution 2021-09.

REFERENCES & ATTACHMENTS

1. 07 21 2026 Storm Drain Rates.Res1
2. 07 21 2026 Wastewater Rates.Res1
3. City of Ashland - Wastewater and Storm Drain Rate Study Final Report (6_10_2026)

RESOLUTION NO. 2026-16

A RESOLUTION ADOPTING A STORM DRAINAGE UTILITY FEE SCHEDULE PURSUANT TO ASHLAND MUNICIPAL CODE SECTION 4.27.050 AND REPEALING RESOLUTION 2021-09

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. The "Storm Drainage Utility Fee Schedule," marked as "Exhibit A" and attached to this Resolution, is adopted as the Storm Drainage Utility fee incorporating a 18.5% rate increase effective August 1, 2026.

Prorated calculations are permitted for any bills prepared for a partial month or billing period that overlaps the effective date of this Resolution.

Miscellaneous Charges and Connection Fees established by previous resolutions remain in effect until revised by separate Council Action.

SECTION 2. Copies of this Resolution and "Exhibit A" shall be maintained in the office of the City Recorder and shall be available for public inspection during regular business hours.

SECTION 3. The Fees adopted pursuant to this Resolution shall be effective August 1, 2026.

SECTION 4. Resolution 2021-09 is repealed on the effective date of this Resolution.

SECTION 5. The fees imposed by this Resolution are classified as not subject to the limits of Section 11b of Article XI of the Oregon Constitution (Ballot Measure No. 5).

This resolution was duly PASSED and ADOPTED this _____ day of _____, 2026, and takes effect upon signing by the Mayor.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____

Johan Pietila, City Attorney

City of Ashland, Oregon
STORM DRAINAGE UTILITY FEE SCHEDULE

CITY OF ASHLAND

A Storm Drainage Utility is created for the purpose of providing funds for the management, maintenance, extension and construction of public storm drainage facilities within the City. All storm drainage utility fees shall be in accordance with Chapter 4.27 of the Ashland

A storm drainage utility fee shall be paid by each person(s) responsible and shall be established by resolution of the Council for commercial or industrial units, duplexes, mobile home parks, multiple-family units, single-family units and equivalent residential units.

Storm Drainage Fee

	July 2021	August 2026	Unit
Single Family	**$5.44**	**$6.43**	per month
Condominium, 109 Units	**$2.33**	**$2.76**	per month per unit
Multi-Family, 1-9 Units	**$2.33**	**$2.76**	per month per unit
Mobile Home & Trailer, 1-9 Units	**$2.33**	**$2.76**	per month per unit
All other uses not classified above	**$1.81**	**$2.13**	per 1000 SF impervious area
Minimum charge per account	**$5.44**	**$6.43**	per month

Users within the downtown Overlay District shall be charged on the same basis as elsewhere within the City. The minimum fee per month for any commercial account is:

	July 2021	August 2026	Unit
Commercial	**$5.44**	**$6.43**	per month

Discounts applying to low income elderly persons for water, sewer and electric utility fees shall also apply to storm drainage utility fees. 4.27.120.

Council July 2026

EXHIBIT A

RESOLUTION NO. 2026-15

A RESOLUTION REVISING RATES FOR WASTEWATER/SEWER SERVICE PURSUANT TO ASHLAND MUNICIPAL CODE SECTION 14.08.035 AND REPEALING RESOLUTION 2019-11.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The "Wastewater / Sewer Rate Schedule" marked as "Exhibit A" and attached to this Resolution, shall be effective for actual or estimated consumption on or after August 1, 2026.

Prorated calculations are permitted for any bills prepared for a partial month or billing period that overlaps the effective date of this Resolution.

Miscellaneous Charges and Connection Fees established by previous resolutions remain in effect until revised by separate Council Action.

SECTION 2. Copies of this resolution shall be maintained in the Office of the City Recorder.

SECTION 3. Classification of the fee. The fees specified in Section 1 and Section 2 of this resolution are classified as not subject to the limits of Section 11b of Article XI of the Oregon Constitution (Ballot Measure 5).

SECTION 4. Resolution 2019-11 is repealed.

This resolution was duly PASSED and ADOPTED this _____ day of _____, 2026, and takes effect upon signing by the Mayor.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____

Johan Pietila, City Attorney

All sewer service provided by the City of Ashland shall be in accordance with Chapter 14.08 of the Ashland Municipal Code.

Sewer quantity charges shall be adjusted annually in April based on the winter water consumption for the months of January, February, and March for all customers whose quantity charge is not determined by actual consumption.

No exception from these rates will be allowed for unoccupied units.

Billing:

The minimum monthly charge shall be the sum of the Monthly Service Charge and Quantity Charge. Billing shall occur monthly with charges due and payable upon receipt.

Service Charge:

Residential	July 2019	August 2026
Monthly Service Charge, per unit	$ 33.94	$ 37.48
Quantity Charge, per cf	$ 0.05064	$ 0.05418
Quantity charge is based on winter water average in excess of 400 cubic feet, per unit		

Multi-Family Residential	July 2019	August 2026
Monthly Service Charge, per unit	$ 33.94	$ 33.94
Quantity Charge, per cf	$ 0.05064	$ 0.05418
Quantity charge is based on winter water average in excess of 400 cubic feet, per unit		

Quantity Charge for single family residential water accounts with no consumption during the months of January, February and March will be based on 700 cubic feet.

Multi-family residential accounts are all accounts in which more than one residential dwelling is attached to the same water service and shall be assessed a Monthly Service Charge for each unit. Quantity Charge for multi-family residential water accounts with no consumption during the months of January, February and March will be based on 500 cubic feet per unit.

Commercial, Industrial, and Governmental	July 2019	August 2026
Monthly Service Charge	$ 35.41	$ 37.48
Quantity Charge, per cf	$ 0.05621	$ 0.06014
Quantity charge is based on actual monthly consumption		

Mixed residential and commercial accounts will be billed as commercial.

For commercial, industrial or governmental users where monthly water consumption is not measured through City water meters, the sewer rate will be established as follows: The annual water consumption will be estimated utilizing water consumption records of similar users or water consumption record of past use, if available. Quantity Charge is based on the twelve month average estimated water consumption. This rate shall be effective beginning in the month after the rate is determined until the rate schedule is amended by resolution of the City Council. Water consumption determined in this manner shall be lowered if the user can demonstrate through the use of a meter approved by the City that the actual consumption of the user is less than the estimate.

Special Cases:

Greenhouses, Churches, and Schools (K-12) operating on a nine month school year	July 2019	August 2026
Monthly Service Charge	$ 37.48	$ 40.10
Quantity Charge, per cf	$ 0.05621	$ 0.06014
Quantity charge is based on winter water average in excess of 400 cubic feet		

Bed and Breakfasts and Ashland Parks Bathrooms	July 2019	August 2026
Monthly Service Charge	$ 37.48	$ 40.10
Quantity Charge, per cf	$ 0.05621	$ 0.06014
Quantity charge is based on the sum of the winter water consumption		

Exemptions to commercial and industrial sewer rates:

A: If a commercial, industrial, or governmental user can demonstrate that the volume of sewage discharged by the user is less than 50% of the water consumed, the City Administrator may adjust the quantity charge accordingly.

B: Water sold through an irrigation meter is exempt from sewer charge.

Sewer rates outside the city limits:

A: The Monthly Service Charge shall apply to those sewer users permitted under Section 14.08.030 of the Ashland Municipal Code.

B: The sewer rates for users outside the city limits shall be two times the sewer charges for inside the city limits.

C: Quantity charge for metered residential accounts is based on the average winter water consumption in excess of 400 cubic feet, per unit, per month and shall be adjusted annually in April.

D: Quantity charge for unmetered residential accounts will be calculated on an average winter water usage of 700 cubic feet for single family residences, and 500 cubic feet, per unit, for multi-family residences.

E: Quantity charge for commercial, industrial, and governmental accounts will be based on actual monthly water consumption.

Council July 2026

EXHIBIT A

FINAL REPORT

CITY OF ASHLAND

City of Ashland

Wastewater and Storm Drain Rate Study

June 2026

HDR

June 10, 2026

Mr. Scott Fleury
Public Works Director
City of Ashland
51 Winburn Way
Ashland, OR 97520

Subject: Wastewater and Storm Drain Rate Study Final Report

Dear Mr. Fleury:

HDR Engineering, Inc. (HDR) is pleased to present to the City of Ashland (City) the final report for the wastewater and storm drain rate study (Study). The Study objectives were to provide an independent review of the City's wastewater and storm drain utilities and develop rate transition plans that will result in cost-based wastewater and storm drain rates to reflect the operating and capital needs of each utility as identified in the Study. Additionally, the Study reviewed the proportionality of the wastewater and storm drain rates for the different types of customers (e.g., rate schedules) served by the City. This report outlines the overall approach used in achieving these objectives, along with the Study findings, conclusions, and recommendations.

This report utilized the City's accounting, budgeting, operating, and historical customer billing records. HDR has relied on this information to develop our analyses that form our findings, conclusions, and recommendations. At the same time, the Study was developed utilizing generally accepted rate setting principles as outlined in industry standard rate setting manuals such as the Water Environment Federation's Financing and Charges for Wastewater Systems Manual of Practice No. 27. The conclusions and recommendations contained within this report are intended to provide the City with cost-based and proportional wastewater and storm drain rates.

We appreciate the assistance provided by City staff, management and Council in the development of the Study as well as the opportunity to provide these technical and professional services to the City of Ashland.

Sincerely yours,
HDR Engineering, Inc.

Josiah Close
Utility Rates Project Manager

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Executive Summary

HDR Engineering, Inc. was retained by the City of Ashland to conduct a comprehensive wastewater and storm drain rate study. The main objectives of the Study were to:

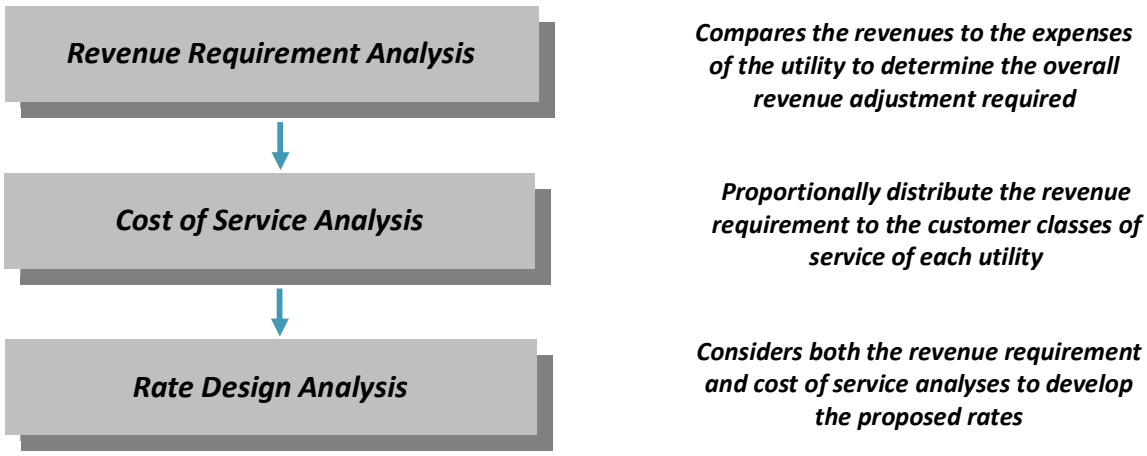
- Develop a projection of wastewater and storm drain revenues to support the operating and capital costs for each utility
- Proportionately distribute the costs of providing wastewater and storm drain services to the customers receiving service
- Propose cost-based wastewater and storm drain rates for a multi-year time period

The City owns, operates, and maintains the wastewater and storm drain systems. The costs associated with providing wastewater and storm drain services to the City's customers has been developed based on the information provided by the City and is included within the development of the proposed rates. The Study was developed utilizing industry recognized generally accepted rate setting principles and methodologies as well as the City's unique customer and system characteristics. This report provides the basis for developing and implementing wastewater and storm drain rates which are cost-based and proportional to the City's customers.

ES-1 Overview of the Rate Study Process

A comprehensive rate study uses three interrelated analyses to address the adequacy and proportionality of each utility's rates. These three analyses are a revenue requirement analysis, a cost of service analysis, and a rate design analysis. These three analyses are illustrated below in Figure ES - 1.

Figure ES – 1
Overview of the Comprehensive Rate Analyses



ES-2 Key Rate Study Results

The Study technical analysis was developed based on City provided operation and maintenance (O&M) and capital costs necessary to provide wastewater and storm drain services to the City's customers. The analyses resulted in the following findings, conclusions, and recommendations.

- A revenue requirement analysis was developed for the time period of FY 2026 through FY 2036 for the wastewater and storm drain utilities on a stand-alone basis
- The City's adopted biennial FY 2026 and FY 2027 wastewater and storm drain budgets were used as the starting point of the analyses
- Operation and maintenance expenses are projected to increase at inflationary levels with no assumed changes to levels of service or anticipated extraordinary expenses
- The proposed wastewater and storm drain rates were developed based on the results of the cost of service analyses
- The proposed wastewater rates adjust the current rate structure to revise the multi-family fixed charge
- The proposed storm drain rates maintain the current rate structure with the level of the rates being adjusted to reflect the overall storm drain system revenue needs
- The proposed wastewater rates have been developed for annual implementation in FY 2027 through FY 2031
- The proposed storm drain rates have been developed for annual implementation in FY 2027 through FY 2031

ES-3 Summary of the Wastewater Revenue Requirement Analysis

The revenue requirement analysis is the first analytical step in the wastewater rate study process. The revenue requirement analysis determines the adequacy of the current wastewater rates to fund current and future costs related to annual O&M and capital needs. From this analysis, a determination can be made as to the overall level of revenue adjustments needed to provide adequate and prudent funding for the wastewater utility.

The wastewater revenue requirement was developed based on the biennial budget years of FY 2026 and FY 2027 and a projected time period of FY 2028 – FY 2036. As a practical matter, a multi-year time frame is recommended in an attempt to identify any major expenses that may be on the horizon. By anticipating future financial requirements, the City may begin planning for these changes sooner, thereby minimizing short-term rate impacts and overall long-term rates. HDR developed a projection of revenues and O&M expenses for future years based on estimated escalation (inflationary) factors. The focus of the wastewater analysis is on the next five-year period of FY 2027 through FY 2031.

Given the development of the O&M projections for the projected time period, the next step is the development of the capital funding plan for the wastewater utility. At a minimum, a utility should fund an amount equal to, or greater than, the annual depreciation expense through rates. However, simply funding an amount equal to the annual depreciation expense will not be sufficient to fund the replacement of an existing or depreciated facility. Therefore, consideration

is given to funding within rates an amount greater than the annual depreciation expense for renewals and replacements. Table ES – 1 summarizes the capital funding plan for the wastewater utility over the rate setting period.

Table ES – 1
Summary of the Wastewater Capital Funding Plan ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Capital Improvement Projects	**$2,323**	**$4,775**	**$6,489**	**$3,500**	**$720**	**$948**
Less: Other Funding						
Wastewater Operating Fund	$368	$0	$410	$1,901	$0	$0
Wastewater SDC Fund	123	937	1,203	108	95	98
Equipment Reserve Funding	1,000	0	0	0	0	0
Assumed Low Interest Loan	0	3,188	3,188	0	0	0
Assumed Revenue Bond - Hardesty	0	0	1,079	1,117	0	0
Total Other Funding	**$491**	**$4,125**	**$5,879**	**$3,125**	**$95**	**$98**
Rate Funded Capital	**$832**	**$650**	**$610**	**$375**	**$625**	**$850**

As a point of reference, the City's wastewater utility annual depreciation expense is approximately $1.2 million (FY 2024). This financial plan has placed the City's rate funding for capital improvements at $832,000 in FY 2026 and increases to $850,000 by FY 2031. It is important to note that the rate funded capital drops as the City's debt service hits and then recovers in the out years as rates are adjusted. Other funding is provided through wastewater reserves and long-term debt issuances.

Given a projection of O&M expenses and a capital funding plan, a summary of the wastewater revenue requirement analysis was developed. Provided in Table ES – 2 is a summary of the revenue requirement analysis for the City's wastewater utility.

Table ES – 2 Summary of the Wastewater Revenue Requirement Analysis ($000)						
	FY 2026	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Revenues						
Rate Revenues	$6,746	$6,780	$6,814	$6,848	$6,882	$6,882
Other Revenues	250	43	40	28	19	19
Total Revenues	**$6,996**	**$6,822**	**$6,853**	**$6,876**	**$6,901**	**$6,935**
Expenses						
Total O&M Expenses	$5,963	$5,963	$6,265	$6,553	$6,847	$7,191
Taxes & Transfers	540	550	545	548	551	553
Rate Funded Capital	832	650	610	375	625	850
Net Debt Service	174	173	353	576	665	664
Reserve Funding	(513)	(75)	(6)	251	194	255
Total Revenue Requirement	**$6,996**	**$7,262**	**$7,767**	**$8,303**	**$8,881**	**$9,513**
Bal./(Def.) of Funds	($0)	($475)	($987)	($1,541)	($2,139)	($2,784)
Plus: Additional Taxes	0	(35)	(73)	(114)	(158)	(206)
Total Bal. / (Def.) of Funds	$0	($475)	($987)	($1,541)	($2,139)	($2,784)
Balance as % of Rates	0.0%	7.0%	14.5%	22.5%	31.1%	40.3%
Proposed Rate Adjustments	**0.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**
Add'l Revenue with Rate Adj.	$0	$475	$987	$1,541	$2,139	$2,784

As can be seen, the revenue requirement has summed the O&M expense, rate funded capital, net debt service, and reserve funding (transfers) for the City's wastewater utility. The total revenue requirement is then compared to the total sources of funds, which includes the rate revenues - at present rate levels - and other miscellaneous revenues. From this comparison, a balance or deficiency of funds in each year can be determined. As a note, the "Bal. / (Def.) of Funds" row is cumulative and by FY 2031. That is, any adjustments in the initial years will reduce the deficiency in later years. Absent annual rate revenue adjustments the cumulative deficiency reaches 40.3% in FY 2031.

Based on the revenue requirement analysis developed herein, HDR has concluded that the City will need to adjust the level of wastewater revenues over the next five years (FY 2027 – FY 2031). HDR has reached this conclusion for the following reasons:

- Adjustments are necessary to fund the ongoing O&M expenses to provide wastewater service
- Adjustments are necessary to maintain prudent funding of annual renewal and replacement of the wastewater utility
- The proposed adjustments maintain the City's financial health (e.g., debt service coverage ratios, reserves) and provide long-term, sustainable funding levels for the City

In reaching this conclusion, HDR recommends that the City adopt the proposed rates as developed in the following sections for FY 2027 through FY 2031 to provide sufficient funding for

the O&M and capital improvement needs identified in the Study. A detailed discussion of the development of the wastewater revenue requirement is provided in Section 2.1 of the report.

ES-4 Summary of the Wastewater Cost of Service Analysis

A cost of service analysis determines the proportional manner in which to distribute the costs of providing wastewater service. The wastewater cost of service analysis is based on generally accepted methodologies as outlined in the Water Environment Federation (WEF) Manual of Practice No. 27, Financing and Charges for Wastewater Systems. For the City's Study, the wastewater revenue requirement for FY 2027 was used as the test year in order to develop the cost of service analysis.

In discussion with City staff, the customer classes of service reviewed were Residential, Multi-Family, and Non-Residential (i.e., Commercial, Governmental, and Municipal). These customer classes of service were based on the City's current customer data and information. Table ES – 3 provides a summary of the wastewater cost of service analysis based on the wastewater system specific costs and the City's customer characteristics.

Table ES – 3
Summary of the Wastewater Cost of Service Analysis ($000)

Class of Service	Present Revenues	Distributed Costs	$ Difference	% Difference
Residential	$3,370	$3,930	($604)	17.9%
Multi-Family	1,932	1,703	247	-12.8%
Non-Residential	1,478	1,586	(117)	7.9%
Total System	**$6,780**	**$7,219**	**($475)**	**7.0%**

The results of the wastewater cost of service analysis show cost differences between the customer classes of service. A general guideline is that if a customer group is within +/- 5% of the overall system revenue adjustment, then the customer class is paying its proportional share of costs. This guideline is used over time as customer usage characteristics change, as well as City costs, which can result in changes in the cost distribution. Based on the results of the wastewater cost of service analysis, it is recommended that the City maintain the current rate schedules for the customer class (Residential, Multi-Family, Commercial, Governmental, Municipal) to reflect the customer characteristics and costs associated with providing service to each customer class. Specifically, the Multi-Family customer class appears to warrant adjusting which has been incorporated into the proposed wastewater rates.

A more detailed discussion of the development of the wastewater cost of service analysis is provided in Section 2.2 of the report and in Exhibits 7 through 14 of the Wastewater Technical Appendix.

ES-5 Summary of the Wastewater Rate Design Analysis

The third and final step of the wastewater rate study process is the design of the wastewater rates to collect the targeted levels of revenue. The revenue requirement analysis provided a set of recommendations related to annual revenue adjustments and the cost of service analysis provided a review of the proportionality between customer classes. As noted, the cost of service resulted in cost differences and minor cost of service adjustments are recommended.

The City currently has rate structures for Residential, Multi-Family, Commercial, Governmental and Municipal customers. For Residential and Multi-Family customers, this includes a monthly fixed service charge and quantity charge for consumption over 400 cubic feet up to their winter water average. For Commercial, Governmental and Municipal customers, the rate schedule is the same with a monthly fixed service charge and quantity charge per cubic foot based on actual monthly consumption is assessed. However, the rates for both the fixed and volume charges are different than the other customer classes.

Given the results of the cost of service and discussion with City Staff, the proposed rates include cost of service adjustments to the Multi-Family customer class. It is proposed that the service charge remain flat for the first year and the Residential service charge increase to the Non-Residential rate based on the volume contributions of wastewater to the system. Provided in Table ES – 4 is a summary of the present and proposed rates for the City's wastewater utility.

Table ES – 4
Summary of the Present and Proposed Wastewater Rates

	Present Rates	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential						
Service Charge	***$ / Month***					
Monthly Service Charge	$33.94	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	***$ / CF***					
0 – 400 up to Winter Water Avg	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ up to Winter Water Avg	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Multi-Family						
Service Charge	***$ / Month***					
Monthly Service Charge (Per Unit)	$33.94	$33.94	$36.16	$38.69	$41.40	$44.30
Quantity Charge	***$ / CF***					
0 – 400 up to Winter Water Avg	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ up to Winter Water Avg	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Non Residential (Com, Gov, Muni)						
Service Charge	***$ / Month***					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	**$ / CF**					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883

Table ES – 4 shows that the current rate structure has been adjusted slightly in the first year (FY 2027) The following years proposed rates have been calculated to meet the revenue target calculated in the revenue requirement analysis. The details of the development of the wastewater rate design are outlined in Section 2.3 of the report.

ES-6 Summary of the Storm Drain Revenue Requirement Analysis

The revenue requirement analysis is the first analytical step in the storm drain rate study process. The revenue requirement analysis determines the adequacy of the current storm drain rates to fund current and future costs related to annual O&M and capital needs. From this analysis, a determination can be made as to the overall level of revenue adjustments needed to provide adequate and prudent funding for the storm drain utility.

Similar to the wastewater analysis, the revenue requirement was based on the biennial budget years of FY 2026 and FY 2027 and a projected time period of FY 2028 – FY 2036. HDR developed a projection of revenues and expenses for future years based on estimated escalation (inflationary) factors for the storm drain revenue requirement. A multi-year time frame is recommended in an attempt to identify any major expenses that may be on the horizon. By anticipating future financial requirements, the City can begin planning for these changes sooner, thereby minimizing short-term rate impacts and overall long-term rates. The focus of the storm drain analysis is on the next five-year period of FY 2027 through FY 2031.

Given the development of the O&M projections for the projected time period, the next step is the development of the capital funding plan for the storm drain utility. As noted, at a minimum, a utility should fund an amount equal to, or greater than, the annual depreciation expense through rates. However, simply funding an amount equal to the annual depreciation expense will not be sufficient to fund the replacement of an existing or depreciated facility. Therefore, consideration is given to funding within rates an amount greater than the annual depreciation expense for renewals and replacements. Table ES – 5 summarizes the capital funding plan for the storm drain utility over the rate setting period.

Table ES – 5
Summary of the Storm Drain Capital Funding Plan ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Capital Projects	**$300**	**$269**	**$1,086**	**$1,223**	**$287**	**$297**
Less: Other Funding						
Storm Drain Operating Fund	$220	$168	$423	$479	$92	$77
Storm Drain SDC Fund	15	26	23	46	0	0
Assumed Revenue Bond - Hardesty	0	0	539	558	0	0
Total Other Funding	**$235**	**$194**	**$986**	**$1,083**	**$92**	**$77**
Rate Funded Capital	**$65**	**$75**	**$100**	**$140**	**$195**	**$220**

As a point of reference, the City's storm drain utility annual depreciation expense is approximately $53,000 (FY 2024). This financial plan has placed the City's rate funding for storm drain capital improvements at $65,000 in FY 2026 and increases over the period to prudently fund storm drain capital renewal and replacement needs. Other funding is provided through the use of storm drain operating and SDC reserve funds as well as long term borrowing, which is being used to fund the Hardesty Site Development and Equipment Storage project.

Given a projection of O&M and capital expenses, a summary of the storm drain revenue requirement analysis was developed. Provided in Table ES – 6 is a summary of the revenue requirement analysis for the City's storm drain utility.

Table ES – 6
Summary of the Storm Drain Revenue Requirement Analysis ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Revenues						
Rate Revenues	$810	$814	$818	$822	$826	$830
Other Revenues	84	43	36	26	19	17
Total Revenues	**$894**	**$856**	**$854**	**$847**	**$845**	**$847**
Expenses						
Total O&M	$826	$857	$900	$945	$990	$1,036
Taxes & Transfers	0	65	65	66	66	66
Rate Funded Capital	65	75	100	140	195	220
Net Debt Service	0	0	0	43	88	88
Reserve Funding	3	(1)	67	74	35	38
Total Expenses	**$894**	**$996**	**$1,133**	**$1,269**	**$1,374**	**$1,449**
Bal./(Def.) of Funds	$0	($151)	($301)	($455)	($571)	($650)
Plus: Additional Taxes	0	(11)	(22)	(34)	(42)	(48)
Total Bal. / (Def.) of Funds	$0	($151)	($301)	($455)	($571)	($650)
Balance as % of Rev from Rates	0.0%	17.1%	34.1%	51.2%	64.0%	72.5%
Proposed Rate Adjustments	**0.0%**	**18.5%**	**15.5%**	**13.5%**	**8.9%**	**5.4%**
Add'l Revenue with Rate Adj.	$0	$151	$301	$455	$571	$650

As can be seen, the revenue requirement has summed the O&M expense, rate funded capital, net debt service, and reserve funding for the City's storm drain utility. The total revenue requirement is then compared to the total sources of funds which includes rate revenues - at present rate levels - and other miscellaneous revenues. From this comparison, a balance or deficiency of funds in each year can be determined. As a note, the "Bal. / (Def.) of Funds" row is cumulative and reaches 72.5% by FY 2031. That is, any adjustments in the initial years will reduce the deficiency in later years.

Based on the revenue requirement analysis developed herein, HDR has concluded that the City will need to adjust the level of storm drain revenues over the next five years (FY 2027 – FY 2031). HDR has reached this conclusion for the following reasons:

- Adjustments are necessary to fund the ongoing O&M expenses to provide storm drain service
- Adjustments are necessary to maintain prudent funding of annual renewal and replacement of the storm drain utility
- The proposed adjustments maintain the City's strong financial health (e.g., debt service coverage ratios, reserves) and provide long-term, sustainable funding levels for the City

In reaching this conclusion, HDR recommends that the City adopt the proposed storm drain rates as developed in the following sections for FY 2027 through FY 2031 to provide sufficient funding for the O&M and capital improvement needs identified in the Study. A detailed discussion of the development of the storm drain revenue requirement is provided in Section 3.1 of the report.

ES-7 Summary of the Storm Drain Cost of Service Analysis

A cost of service analysis determines the proportional distribution of the revenue requirement on an equivalent residential unit (ERU) basis. A cost of service analysis determines the proportional manner in which to distribute the cost of providing storm drain service, for the City's Study on an ERU basis. For the City's Study, the storm drain revenue requirement for FY 2027 was used as the test year in order to develop the storm drain cost of service analysis.

The cost of service analysis is based on generally accepted industry standard approaches. The City charges Single Family and Commercial customers on an equivalent unit basis, which is defined by the City as 3,000 sq. ft. of impervious area, or one ERU. Multi-Family customers are charged by unit where 1 ERU is equal to 2.33 multi-family units. Given this, the cost of service analysis is simplified in that the total costs are divided through by the number of total system ERUs to determine the rate per ERU. Table ES – 7 provides the summary of the cost per ERU as calculated in the Study.

Table ES – 7
Summary of the Storm Drain Cost of Service Analysis ($000)

Total Costs [1]	Total ERUs [2]	Cost per ERU ($/month)
$964,119	**149,835**	**$6.43**

[1] - Based on the FY 2027 total revenue requirement less miscellaneous revenues plus additional taxes, which is the costs to be recovered through rates
[2] - Reflects the number of billed ERUs as provided by the City for FY 2027

The results of the cost of service analysis, on a per ERU basis, provide the basis for the proposed storm drain rates. A detailed discussion of the development of the storm drain cost of service

analysis is provided in Section 3.2 of the report and in Exhibit 6 of the Storm Drain Technical Appendix.

ES-8 Summary of the Storm Drain Rate Design Analysis

The third and final step of the storm drain rate study process is the design of the storm drain rates to collect the targeted levels of revenue. The revenue requirement analysis provided a set of recommendations related to annual revenue adjustments and the cost of service analysis provided the starting point for the proposed storm drain rates. In discussion with City staff, it was determined that the current storm drain rate structure was contemporary and met the City's goals and objectives. Given this, the proposed rates maintain the current rate structure. The City currently has a monthly storm drainage charge per ERU with a minimum charge of one ERU per account. As stated previously, Provided in Table ES – 8 is a summary of the present and proposed rates for the City's storm drain utility.

Table ES – 8
Summary of the Present and Proposed Storm Drain Rates

	Present Rates	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/ERU					
Single Family	$5.43	$6.43	$7.43	$8.43	$9.18	$9.68
Multi-Family	2.33	2.76	3.19	3.62	3.94	4.15
Commercial	5.43	6.43	7.43	8.43	9.18	9.68
All Other	1.80	2.13	2.46	2.79	3.04	3.20
Minimum Charge Per Account	5.43	6.43	7.43	8.43	9.18	9.68

Table ES – 8 shows that the current rate structure has been maintained for all storm drain customers and only the level of the rates has been adjusted to meet the revenue target calculated in the revenue requirement analysis. The development of the storm drain rate design is outlined in detail in Section 3.3 of the report.

1 Rate Setting Principles

The objective of the Study is to review the City's operating and capital costs in order to develop a projection of revenue needs and subsequent cost-based and proportional rates for the City's wastewater and storm drain customers. This Study determined the adequacy of the existing rates and provides the framework and cost basis for future proposed rates. The City owns and operates the wastewater and storm drain systems. The determination of the total costs associated with providing these services to customers has been developed based on City provided accounting, operating and customer information, which has been included within the development of the proposed wastewater and storm drain rates.

1.1 Organization of the Study

This report is organized in a sequential manner that first provides an overview of utility rate setting principles, followed by sections that detail the specific technical and analytical steps used to develop the City's proposed wastewater and storm drain rates. The following sections comprise the City's wastewater and storm drain rate study report:

Section 2 – Development of the Wastewater Rate Study

Section 3 – Development of the Storm Drain Rate Study

Technical Appendices are attached at the end of this report, which details the technical analyses that were undertaken in the preparation of the City's Study.

1.2 Goals and Objectives

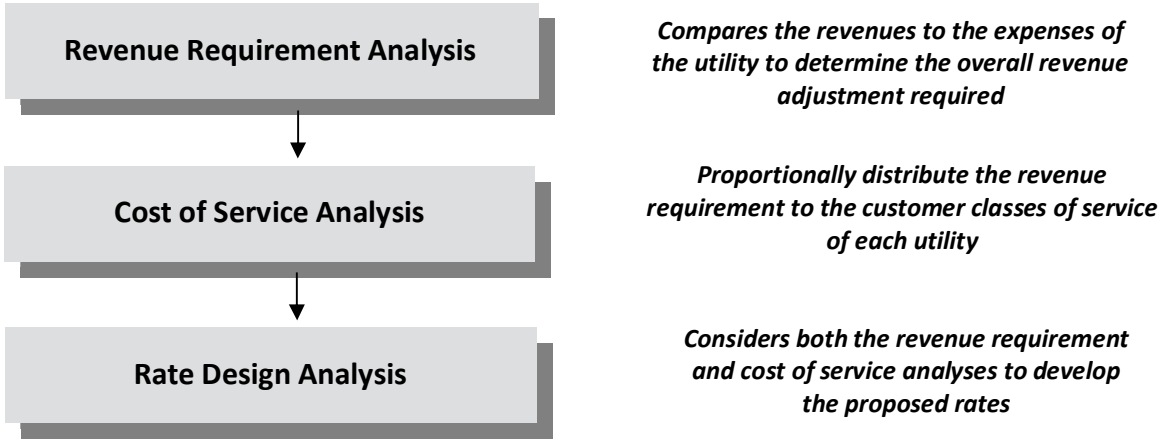
The City had several key objectives in developing the Study. These key goals and objectives provide a framework for the technical analyses and policy decisions that are a part of the Study. The City's key goals and objectives for the Study were as follows:

- Develop the Study in a manner that is consistent with the principles and methodologies established by the Water Environment Federation (WEF) Manual of Practice No. 27, Financing and Charges for Wastewater Systems
- In financial planning and establishing the proposed rates, review and utilize best industry practices, while recognizing and acknowledging the specific and unique characteristics of the City's systems and customers
- Utilize generally accepted rate making methodologies to review the City's costs in order to determine the adequacy and proportionality of each utility's rates
- Meet the City's financial planning criteria as it relates to legally required debt service coverage (DSC) ratios, adequate funding of capital infrastructure, and maintenance of adequate reserve levels for each utility
- Develop a final proposed rate transition plan for each utility which adequately supports the utility's funding requirements, while balancing the impacts to customer bills
- Develop cost-based and proportional wastewater and storm drain rates for the next five-year period (FY 2027 – FY 2031)

1.3 Overview of the Rate Study Process

User rates must be set at a level where a utility's operating and capital expenses are met with the revenues received from customers. This is an important point, as failure to achieve this objective may lead to insufficient funds to maintain system integrity. To evaluate the adequacy of the wastewater and storm drain rates on a standalone basis, a rate study is performed. A comprehensive rate study consists of three interrelated analyses. Figure 1 – 1 provides an overview of these analyses.

Figure 1 – 1
Overview of the Comprehensive Rate Analyses



The above framework for reviewing and evaluating rates was utilized for the City's wastewater and storm drain utilities.

1.4 Determining the Revenue Requirement

Many public utilities typically use the cash basis [1] approach, or methodology, for establishing the revenue requirement and setting rates. This approach conforms to most public utility budgetary requirements and the calculation is easy to understand. A public utility totals its cash expenditures for a period to determine the required revenues. The revenue requirement for a public utility is usually comprised of the following cost components or expenses:

- **Total Operating Expenses:** This includes a utility's operation and maintenance expenses, plus applicable taxes or transfer payments. Operation and maintenance expenses include the materials, electricity, labor, supplies, etc., needed to keep a utility functioning.

[1] Cash basis as used in the context of rate setting is not the same as the terminology used for accounting purposes and the recognition of revenues and expenses. As used for rate setting, cash basis refers to the specific cost components to be included within the revenue requirement analysis.

- **Total Capital Expenses:** Capital expenses are calculated by adding annual debt service payments (principal and interest) to capital improvements financed with rate revenues. In lieu of including capital improvements financed with rate revenues, a utility sometimes includes annual depreciation expense to stabilize the annual revenue requirement.

The sum of the total operating expenses plus the total capital expenses equals the utility's revenue requirement during any selected time period (historical or projected) using the cash basis approach.

Note that the two portions of the capital expense component (debt service and capital improvements funded from rate revenues) are necessary under the cash basis approach as utilities generally cannot finance the total annual capital facilities with long-term debt. At the same time, it is often difficult to pay for the total annual capital expenditures on a "pay-as-you-go" basis given that some major capital projects may have significant rate impacts on the utility, even when financed with long-term debt. Many utilities have found that a combination of "pay-as-you-go" funding and long-term debt financing will often lead to the minimization of rate increases over time.

As noted, public utilities typically use the cash basis methodology or approach to establish their revenue requirement. An exception may occur if a public utility provides service to a wholesale or large contract customer. In this situation, a public utility could use the utility basis approach (see Table 1 – 1) to earn a reasonable rate of return on the investment needed to serve the wholesale or large contract customer.

Table 1 – 1
Cash versus Utility Basis Comparison

	Cash Basis		Utility Basis (Accrual)
+	O&M Expenses	+	O&M Expenses
+	Taxes/Transfer Payments	+	Taxes/Transfer Payments
+	Rate Funded Capital Improv. (≥ Depreciation Expense)	+	Depreciation Expense
+	Debt Service (Principal + Interest)	+	Return on Investment
=	**Total Revenue Requirement**	=	**Total Revenue Requirement**

1.5 Analyzing Cost of Service

After the total revenue requirement is determined, it is proportionally distributed to the users of the service. The allocation and distribution process, as analyzed through a cost of service analysis, reflects the cost relationships for delivering wastewater and storm drain services. A cost of service analysis requires three analytical steps:

1. Costs are ***functionalized,*** or grouped, into the cost categories related to providing service (e.g., collection, conveyance, pumping, treatment). This step is largely accomplished by the utility's accounting system.
2. The functionalized costs are then ***allocated*** to specific cost component(s). Allocation refers to the arrangement of the functionalized data into the appropriate cost component(s). For example, a wastewater utility's costs are typically allocated as volume, strength, or customer-related costs. For the storm drain costs are allocated on a ERU basis.
3. Once the total costs are allocated to the appropriate cost component(s), they are proportionally ***distributed*** to each of the customer classes of service (e.g., residential, commercial) or rate schedule components (i.e., fixed, variable, ERU). The proportional distribution is based on each customer class's relative contribution to the cost component (i.e., benefits received from, and burdens placed on the system and its resources). For example, customer-related costs are proportionally distributed to each class of service based on the total number of customers in that class of service, relative to all other customer classes of service. Once the total costs (i.e., revenue requirement) are proportionally distributed, the level or amount of revenues required from each customer class of service to achieve cost-based rates can be determined.

The City's wastewater and storm drain cost of service analyses were developed based on generally accepted cost of service methodologies and approaches, while at the same time the analyses were tailored to the City's unique customer and system characteristics.

1.6 Designing Utility Rates

Wastewater and storm drain rates that meet the cost basis for each utility and are proportional to the customer classes of service based on the findings and conclusions of the revenue requirement and cost of service analyses for each utility. Using the cost information from these two analyses provides rates that are strictly cost-based and proportional. The average unit costs (i.e., cost-based rates) from the cost of service analyses do not consider, or take into account, other non-cost based goals and objectives (e.g., economic development, ability to pay, revenue stability). In designing rates, many utilities consider or incorporate these rate design objectives into the final rate designs. However, utilities need to take into consideration each customer class's proportional share of costs distributed through the cost of service analysis to maintain proportional and cost-based rates.

1.7 Economic Theory and Rate Setting

One of the major justifications for a rate study is founded in economic theory. Economic theory suggests that the price of a commodity must roughly equal its cost if proportionality among customers is to be maintained. This statement's implications on utility rate designs are significant. For example, a wastewater utility treats wastewater from all customers and must plan for the treatment of different wastewater strengths. It follows that customers with high-strength wastewater should pay proportionally for the higher cost associated with treating their higher strength wastewater. When costing and pricing techniques are refined, consumers have a more

accurate understanding of what the commodity costs to produce and deliver. This price-equals-cost concept provides the basis for the subsequent analysis and comments.

2 Development of the Wastewater Analysis

This section of the report will describe the development of the wastewater rate study. This includes the development of the revenue requirement, cost of service, and rate design analyses. Each of these analyses was completed for the wastewater system based on the specific customer and system characteristics. The following discussion will outline the summary of each of these analyses to support the development of cost-based and proportional wastewater rates.

2.1 Wastewater Revenue Requirement

The City has provided detailed revenue and expense data for the wastewater system that provides the basis for the development of the revenue requirement. The revenue requirement analysis is the first analytical step in the wastewater rate study process. This analysis determines the adequacy of the City's wastewater revenues at current rate levels. From this analysis, a determination can be made as to the overall level of revenue (rate) adjustment needed to provide adequate and prudent funding for both operating and capital needs.

2.1.1 Determining the Wastewater Utility Revenue Requirement

In developing the City's wastewater revenue requirement, the wastewater utility - as an enterprise fund - must financially "stand on its own" and be properly funded. That is, no transfers from other City funds occur to support the wastewater utility. As a result, the revenue requirement analysis, as developed herein, assumes the full and proper funding needed to operate and maintain the wastewater system on a financially sound and prudent basis.

2.1.2 Establishing a Time Frame and Approach

The first step in calculating the revenue requirement for the City's wastewater utility was to establish a time frame for the revenue requirement analysis. For the Study, the revenue requirement was based on the FY 2026 and FY 2027 biennial budget and a projected time period of FY 2028 through FY 2036. Reviewing a multi-year time period is recommended as it attempts to identify major expenses that may be on the horizon. By anticipating future financial requirements, the City can begin planning for these changes sooner, thereby minimizing short-term rate impacts and overall long-term rates. For purposes of rate setting, the Study focuses on the next five years as the rate setting period (FY 2027 through FY 2031).

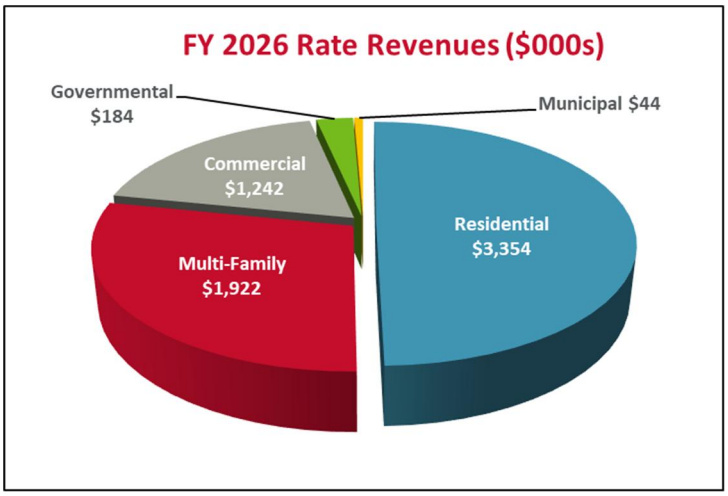
The second step in determining the revenue requirement was to decide on the basis of accumulating costs. In this case, for the wastewater revenue requirement analysis, a cash basis approach was utilized. As described in Section 1, the cash basis approach is the most common methodology used by municipal utilities to set their revenue requirement. The revenue requirement developed for the City was customized to follow the City's system of accounts (budget documents), which contained the four basic cost components of the cash basis methodology.

Given a time period around which to develop the revenue requirement and a method to accumulate the costs, the focus shifts to the development and projection of the revenues and expenses for the City's wastewater utility.

The primary financial inputs in the development of the wastewater revenue requirement were the City's adopted biennial budget for the wastewater utility, historical billed customer, and consumption data, and the wastewater capital improvement plan. Presented below is a detailed discussion of the steps and key assumptions contained in the development of the City's wastewater revenue requirement analysis.

2.1.3 Projection of Wastewater Revenues

The starting point of the revenue requirement is to develop a projection of wastewater rate revenues, at present rate levels. In general, this process involves developing projected consumption/billing units for each customer class of service based on historical billing and consumption records. These billing units are then multiplied by the applicable current wastewater rates. This method of independently calculating revenues results in the projected revenues used within the analysis tying to the projected billing units used in the development of the cost of service and rate design analyses.



Currently, the City has the following customer classes of service: Residential, Multi-Family, Commercial, Governmental, and Municipal. In total, and at current rate levels, the City is projected to receive approximately $6.7 million in wastewater rate revenue in FY 2026. Over the rate setting period, customer growth is expected to average 0.5% annually, resulting in total rate revenues of approximately $7.0 million by FY 2031.

In addition to rate revenues, the City receives other miscellaneous revenues as a result of operating the wastewater system, such as interest earnings. In total, the City is projected to receive approximately $250,000 in other revenues in FY 2026. Over the rate setting period, other miscellaneous revenues are projected to decrease to approximately $19,000 by FY 2031 due to using reserves to fund capital improvement projects and loss of interest income.

On a combined basis, incorporating the rate revenues and other miscellaneous revenues, the City's wastewater utility has total projected revenues of approximately $7.0 million in FY 2026, which decreases slightly but remains approximately flat through FY 2031, prior to proposed rate adjustments.

2.1.4 Projection of Wastewater Operation and Maintenance Expenses

Operation and maintenance expenses are incurred to operate and maintain the City's wastewater utility. As mentioned, the City provided detailed O&M expenses for the biennial FY 2026 and FY 2027 adopted budget. In general, operation and maintenance expenses are grouped

into a number of different functional categories. To begin the process of projecting O&M expenses over the planning horizon, escalation factors are developed. For the Study, escalation factors were developed for the various types of expenses incurred, such as salaries, benefits, materials and supplies, utilities, equipment, insurance, and miscellaneous expenses. Escalation factors were projected based on recent inflationary trends and are assumed to be approximately 3.0% - 11.0% per year.

Each of the budgeted O&M expenses were reviewed and the applicable escalation factor applied to develop the O&M for the projected time period. Exhibit 2 of the Wastewater Technical Appendix provides a summary of the assumptions used to develop the projection of revenues and escalation of the wastewater O&M expenses.

Based on the biennial adopted budget, the total wastewater O&M expenses for FY 2026 are $6.0 million. Over the planning horizon, total wastewater O&M expenses for the wastewater utility are projected to increase to approximately $7.2 million in FY 2031 based on the above noted escalation factors. The projection of O&M expenses reflects an annual average inflationary increase of 4.8% per year over the rate setting period. It is important to note that no additional O&M has been included in addition to the adopted wastewater budget.

2.1.5 Wastewater Capital Improvement Projects

A key component in the development of the City's wastewater revenue requirement was properly and adequately funding capital improvement needs. One of the major issues facing utilities across the U.S. is the amount of deferred capital projects and the funding pressure from growth or expansion-related improvements. The proper and adequate funding of capital projects is an important issue for all wastewater utilities and is not just a local issue or concern of the City.

In general, there are three types of capital projects that a utility may need to fund. These include the following types:

- Renewal and replacement projects
- Growth / capacity expansion projects
- Regulatory-related projects

A renewal and replacement project is a project required for maintaining the existing system that is in place today. As the existing plant or pipelines become worn out, obsolete, etc., the utility should be making continuous investments to maintain the integrity of the facilities. In contrast to this, a utility may make capital investments to expand the capacity of facilities to accommodate future capacity needs (customers). Finally, certain projects may be a function of a regulatory requirement in which the Federal or State government mandates the need for an improvement to the system to meet a regulatory standard. Understanding these different types of capital projects is important as it may help to explain why costs are increasing and the cost drivers for any necessary revenue adjustments. In addition, and more importantly, the way in which projects are funded may vary by the type of capital project. For example, renewal and replacement projects should be paid for via rates and funded on a "pay-as-you-go basis." In contrast to this, growth or capacity expansion projects may be funded via the collection of impact fees (i.e., growth-related charges) in which new development pays a proportional share of the cost of the

facilities necessary to serve their development (impact). Finally, regulatory projects may be funded by a variety of different means, which may include rates, long-term debt, grants, etc.

While the above discussion appears to neatly divide capital projects into three clearly defined categories, the reality of working with specific capital projects may be more complex. For example, a pump may be replaced, but while being replaced, it is up sized to accommodate greater capacity to serve increasing demands or new development. There are many projects that share these "joint" characteristics.

For purposes of the Study, the City developed a capital improvement plan that was utilized as the starting point for the capital funding plan. Provided below in Table 2 – 1 is a summary of the annual capital improvement needs during the rate setting period.

Table 2 – 1
Summary of the Wastewater Capital Funding Plan ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Capital Improvement Projects	**$2,323**	**$4,775**	**$6,489**	**$3,500**	**$720**	**$948**
Less: Other Funding						
Wastewater Operating Fund	$368	$0	$410	$1,901	$0	$0
Wastewater SDC Fund	123	937	1,203	108	95	98
Equipment Reserve Funding	1,000	0	0	0	0	0
Assumed Low Interest Loan	0	3,188	3,188	0	0	0
Assumed Revenue Bond - Hardesty	0	0	1,079	1,117	0	0
Total Other Funding	**$1,491**	**$4,125**	**$5,879**	**$3,125**	**$95**	**$98**
Rate Funded Capital	**$832**	**$650**	**$610**	**$375**	**$625**	**$850**

The City's wastewater capital improvement plan totals approximately $18.8 million from FY 2026 through FY 2031 with the largest project being the wastewater treatment plant headworks in FY 2027 and FY 2028. The funding sources for the capital improvement projects are assumed to be from wastewater operating reserve funds, system development charge (SDC) reserve funds, equipment reserve funds, long-term debt issuances, and annual rate funding of capital. There are a number of different methods which may be used to fund the capital needs. Among the methods that may be used to finance these capital improvement projects are long-term borrowing, grants, reserve funds, and rates. Historically, the City has used all available sources to fund capital improvements in an attempt to minimize the impact to customers' wastewater rates. Provided below is a summary of the typical funding sources the City has used, and will use, to fund the planned wastewater improvements over the next five-year period.

2.1.5.1 Rate Funded Capital

A general financial guideline states that, at a minimum, a utility should fund an amount equal to or greater than annual depreciation through rates. Annual depreciation expense reflects the current investment in plant being depreciated or "losing" its useful life. Therefore, this portion

of plant investment needs to be replaced to maintain the existing level of service. In addition, consideration should be given to funding within rates an amount greater than annual depreciation expense for renewals and replacements as costs escalate over time. Whenever possible, the City should be funding wastewater capital projects from rates in an amount greater than annual depreciation expense. For the wastewater utility, the FY 2024 depreciation expense was $1.2 million. Based on the proposed rate transition plan, rate funded capital ranges from $832,000 in FY 2026, declining as new annual debt service payments being, and increase back to $850,000 in FY 2031, which accounts for an average of approximately 41.0% of total capital being funded annually through rates over the rate setting period. The City is currently not funding annual depreciation and funding should be increased as the opportunity arises.

2.1.5.2 Long-Term Debt

The City can also issue additional long-term debt as a source to fund capital projects. There can be a number of advantages and disadvantages with the issuance of long-term debt, and it is important to weigh them when deciding whether to issue long-term debt or not. Long-term debt does have prudent applications whereby it acts as a financial device to spread the costs of a larger project over multiple years. Doing so then distributes the costs to the customers who are benefiting from the new project - in this case - and are said to be paying their "fair share" as opposed to cash financing where only current customers are paying for the project. Issuing debt should be done prudently and in a way that does not put excessive financial burden on the City's wastewater utility rates and customers. There should be a level of indebtedness that still allows the City flexibility should a financial crisis occur. As part of the Study, the City is planning on issuing approximately $8.6 million of long-term debt for planned wastewater capital projects such as the wastewater treatment plant headworks replacement and Hardesty Site Development and Equipment Storage project, which have been estimated to start in FY 2027 and FY 2028 respectively as part of the wastewater capital funding plan.

2.1.5.3 Funding from Reserves

The City has historically supplemented other funding sources with reserve funding for annual capital improvements. During the rate setting period, approximately $2.7 million in wastewater operating reserve funds, $1.0 million in equipment reserve funding, and $2.6 million in system development charge (SDC) reserves will be used to fund capital improvement projects in FY 2026 through FY 2031, which is equal to approximately 32.0% of the total capital improvement plan projects.

2.1.6 Projection of Wastewater Debt Service

The final component of the City's wastewater revenue requirement is debt service. At the present time, there are two outstanding debt obligations, with total annual debt service payments of approximately $174,000 in FY 2026. As mentioned above, the City has assumed additional long-term debt issuances starting in FY 2028 to fund upcoming wastewater capital projects. These issuances have additional debt service payments starting in FY 2028 of approximately $214,000 per year based on the assumed terms, increasing to approximately $605,000 by FY 2031. In total, annual debt service ranges from $174,000 in FY 2026 to $728,000 in FY 2031.

It is important to note that HDR is not acting as a municipal advisor or providing investment grade reports and advice for the City. HDR did not recommend specific long-term debt issuances or terms. Rather, the Study identifies the existing annual debt service payments and projection of future long-term funding needs while utilizing conservative assumptions for modeling purposes only.

2.1.7 Summary of the Wastewater Revenue Requirement

Given the above projections of revenues and expenses, a summary of the City's wastewater revenue requirement analysis can be developed. In developing the revenue requirement analysis, consideration was given to the financial planning policies of the City. In particular, emphasis was placed on minimizing rates, while providing adequate funds to support the operational activities, capital improvement needs, and meeting key financial metrics throughout the review period. Presented in Table 2 – 2 is a summary of the wastewater revenue requirement. It is important to note that the annual deficiencies are cumulative, that is, any adjustment to rate levels in the initial years will reduce the needed adjustment in following years. The details of this analysis can be found in the Wastewater Technical Appendix in Exhibit 3.

Table 2 – 2
Summary of the Wastewater Revenue Requirement Analysis ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Revenues						
Rate Revenues	$6,746	$6,780	$6,814	$6,848	$6,882	$6,882
Other Revenues	250	43	40	28	19	19
Total Revenues	**$6,996**	**$6,822**	**$6,853**	**$6,876**	**$6,901**	**$6,935**
Expenses						
Total O&M Expenses	$5,963	$5,963	$6,265	$6,553	$6,847	$7,191
Taxes & Transfers	540	550	545	548	551	553
Rate Funded Capital	832	650	610	375	625	850
Net Debt Service	174	173	353	576	665	664
Reserve Funding	(513)	(75)	(6)	251	194	255
Total Revenue Requirement	**$6,996**	**$7,262**	**$7,767**	**$8,303**	**$8,881**	**$9,513**
Bal./(Def.) of Funds	($0)	($475)	($987)	($1,541)	($2,139)	($2,784)
Plus: Additional Taxes	0	(35)	(73)	(114)	(158)	(206)
Total Bal. / (Def.) of Funds	$0	($475)	($987)	($1,541)	($2,139)	($2,784)
Balance as % of Rates	0.0%	7.0%	14.5%	22.5%	31.1%	40.3%
Proposed Rate Adjustments	**0.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**
Add'l Revenue with Rate Adj.	$0	$475	$987	$1,541	$2,139	$2,784

The wastewater revenue requirement has summed the annual O&M, net debt service, applicable taxes and transfers, rate funded capital, and reserve funding for the five-year rate setting period. The total revenue requirement is then compared to the total revenues, which are the rate revenues at present rate levels, and other miscellaneous revenues. From this comparison, a

balance or deficiency of funds in each year can be determined. This balance or deficiency of funds is then compared to the rate revenues to determine the level of rate revenue adjustment needed to meet the total revenue requirement. The results of the revenue requirement analysis indicate a deficiency of funds over the rate setting period (FY 2027 – FY 2031). The deficiency ranges by year and is driven by annual operating expenses, funding capital improvement projects, and meeting financial targets. The cumulative deficiency is approximately $475,000 in FY 2027, which increases to $2.8 million by FY 2031, prior to rate revenue adjustments. To provide adequate funding for the City's wastewater utility, annual rate adjustments of 7.0% are proposed in FY 2027 through FY 2031.

2.1.8 Review of Wastewater Reserve Levels

Reserves are an important component of a utility's financial health. There can be many different purposes for reserves. For modeling purposes, the City's wastewater utility has an operating reserve, SDC reserve, and equipment reserve. The target ending minimum fund balances vary depending on the type of fund. The target balance for the wastewater operating fund was set at 90 days or 25% of annual O&M expenses, which is approximately $1.5 million for FY 2026. For the SDC reserve, there was no minimum target identified as these reserve levels vary as growth related wastewater capital projects are funded and SDC revenues are collected. Finally, as part of the Study, funds were added to the equipment reserve starting at $100,000 in FY 2028 and increasing to $250,000 annually by FY 2031 for future equipment funding needs.

Based on the rate transition plan, the City will be using reserves over the five-year rate setting period to fund capital improvement projects but is projected to meet target minimums and maintain prudent levels of reserves. The operating and SDC reserves appear to remain strong and fluctuate as funds are used to fund planned capital improvement projects.

2.1.9 Debt Service Coverage Ratio (DSC)

Long-term debt often contains covenants requiring rates to be set at an adequate level to ensure annual payments of principal and interest. This is typically known as a debt service coverage ratio (DSC). The DSC ratio is a financial measure of the utility's ability to repay the debt. In general, the DSC ratio is set at a level such that revenues less operating expenses will be 1.25 times, for example, greater than the maximum annual debt service payment on the outstanding debt. That is, rates will be sufficient to pay projected O&M and have an additional 25% more than the annual debt service payment. Currently, the wastewater utility DSC ratio is estimated at 5.93 in FY 2026 and with the additional assumed long-term debt issuances starting in FY 2028 and the proposed rate adjustments, the DSC ratio remains strong, calculated at 3.47 in FY 2031.

2.1.10 Wastewater Revenue Requirement Recommendations

Based on the revenue requirement analysis developed herein, HDR has concluded that the City will need to adjust the level of wastewater revenues received over the next five years (FY 2027 – FY 2031). HDR has reached this conclusion for the following reasons:

- Annual rate adjustments are necessary to fund the wastewater operational costs
- Annual rate adjustments are necessary to maintain prudent funding of annual renewal and replacement of the wastewater system
- The proposed adjustments will provide the City with a financially healthy wastewater utility (e.g., reserve levels, debt service coverage ratios) and provide long-term, sustainable funding levels

In reaching this conclusion, HDR recommends that the City adopt the proposed annual revenue adjustments for FY 2027 through FY 2031 to provide sufficient funding for the wastewater O&M and capital improvement needs identified over the Study time period.

2.2 Wastewater Cost of Service Analysis

In the previous section, the revenue requirement analysis focused on the total sources and applications of funds required to adequately fund the City's wastewater utility. This section will provide an overview of the wastewater cost of service analysis developed for the City.

A cost of service analysis determines the proportional distribution of the total revenue requirement between the customer classes of service (Residential, Multi-Family, and Non-Residential [Commercial, Governmental, and Municipal]). The previously developed revenue requirement for FY 2027 was utilized in the development of the cost of service analysis.

2.2.1 Objectives of a Cost-of-Service Analysis

There are two primary objectives in conducting a cost of service analysis:

1. Proportionally distribute the City's revenue requirement among the customer classes of service; and,
2. Derive average unit costs (i.e., cost-based rates) for subsequent rate designs

The objectives of the cost of service analysis are different from determining the revenue requirement. As noted in the previous section, the revenue requirement analysis determines the utility's overall financial needs, while the cost of service analysis determines the proportional manner in which to collect the revenue requirement from each of the customer classes of service.

The results of the cost of service analysis determine the average unit costs, which are used in the development of the proposed final rate designs. For example, a wastewater utility typically incurs costs related to volume, strength, and customer cost components. The average unit costs provide the relationship between these components, which are then used to establish cost-based rates.

2.2.2 Determining the Customer Classes of Service

The first step in a cost of service analysis is to determine the customer classes of service. Based on discussion with City staff and customer and rate schedule similarities, the classes of service used within the cost of service analysis were:

- Residential
- Multi-Family
- Non-Residential (Commercial/Governmental/Municipal)

In determining classes of service for cost of service purposes, the objective is to group customers together into similar or homogeneous groups based on similar facility requirements and/or flow characteristics. Currently, the City has the customer classes of Residential, Multi-Family, Commercial, Governmental, and Municipal customers. As mentioned previously, due to rate schedule similarities, the Commercial, Governmental and Municipal customer classes were combined into Non-Residential for cost of service analysis purposes.

2.2.3 General Cost of Service Procedures

To develop proportional rates for each of the wastewater utility customer classes of service, a cost of service analysis is conducted. A cost of service analysis is a three-step approach. These steps take the form of functionalization, allocation, and distribution. Provided below is a discussion of the wastewater cost of service analysis conducted for the City, and the specific steps taken within the analysis. The approach used for the City's cost of service analysis conforms to generally accepted cost of service methodologies as outlined in the Water Environment Federation Manual of Practice No. 27 (WEF MOP #27) and is also tailored to the City's wastewater system and customer characteristics.

2.2.3.1 Functionalization of Costs

The first analytical step in the cost of service analysis process is called functionalization. Functionalization is the arrangement of expense and asset data by major operating functions (e.g., collection, pumping, treatment). Within the Study, the functionalization as it was accomplished within the City's system of accounts.

2.2.3.2 Allocation of Costs

The second analytical task performed in a wastewater cost of service analysis is the allocation of the costs. The allocation of costs examines why the expenses were incurred or what type of need is being met. The following allocation components were used to develop the wastewater cost of service analysis:

- **Volume Related Costs:** Volume related costs are those costs which tend to vary with the total quantity of wastewater collected and treated.
- **Strength Related Costs:** Strength-related costs are those costs associated with the handling and treatment of wastewater. For the City's Study, strength was differentiated between

biochemical oxygen demand[2] (BOD) and total suspended solids[3] (TSS). These constituents represent the strength factors that drive the City's treatment related costs. Increased strength levels of BOD or TSS equate to increased wastewater treatment costs.

- **Customer Related Costs:** Customer costs vary with the addition or deletion of a customer or a cost which is a function of the number of customers served. Customer related costs typically include the costs of billing and accounting. Customer related costs can be further defined as weighted or reflect a higher cost of providing service.
- **Revenue Related Costs:** Some costs associated with the utility may vary with the amount of revenue received by the utility. An example of a revenue related cost would be a utility tax, which is based on gross utility revenue.
- **Direct Assignment:** In some cases, a specific component of the infrastructure, or a specific O&M expense, can be the direct responsibility of a specific customer class or classes.

The basis, or methodology, for the allocation process is outlined in the WEF MOP #27. The methodology provided in the manual was then applied to the City's specific circumstances, customers, O&M, capital costs, and system operation to develop the appropriate allocation approach.

2.2.3.3 Development of Distribution Factors

Once the allocation process is complete, and the customer groups have been defined, the allocated costs are distributed to each customer class of service. The City's allocated costs were distributed to the previously identified customer classes of service using the following distribution factors.

- **Volume-Distribution Factor:** Volume related costs are distributed on the basis of contribution to wastewater flows. To develop this distribution factor, some knowledge of the contribution to flows must be determined. Wastewater flows were estimated based on historical billed water usage for the City's customers. The calculation of the volume distribution factor is shown in Exhibit 7 of the Wastewater Technical Appendix.
- **Customer Distribution Factor:** Customer costs within the cost of service analysis are distributed to the customer classes of service based on their respective number of customer accounts. Two types of customer distribution factors were developed – actual and weighted. The actual customer distribution factor assumes that there is no disproportionate cost associated with serving a customer (e.g., postage for bills is the same regardless of the size or usage of the customer). In contrast, a weighted customer distribution factor assumes that there is some disproportionality associated with serving different types of customers and attempts to estimate the level of difference in serving the customers. It is important to note that the Study assumes weighting for Multi-Family customers based on the number of units as opposed to the number of accounts. Exhibit 8

2 BOD is the amount of dissolved oxygen that must be present in water in order for microorganisms to decompose the organic matter in the wastewater.

3 TSS is the entire amount of organic and inorganic particles dispersed in wastewater.

of the Wastewater Technical Appendix provides the calculation of the customer distribution factor.

- **Strength Distribution Factor:** Strength related costs are first allocated between BOD and TSS and are then distributed to each customer class of service. Industry standard strength levels were assumed to develop the strength distribution factor. Exhibit 9 in the Wastewater Technical Appendix provides the calculation of the strength distribution factor.
- **Revenue Related Distribution Factor:** The revenue related distribution factor was developed from the projected rate revenues for FY 2027 for each customer class of service. A summary of the revenue distribution factor is provided in Exhibit 10 of the Wastewater Technical Appendix.

2.2.4 Functionalization and Allocation of Operating Expenses

For the City's Study, the revenue requirement developed for FY 2027 was functionalized, allocated, and distributed. For the allocation of the operating expenses, the line item detail of the O&M was used to describe the functional category and suggests a manner in which to allocate. As noted earlier, the City utilized a cash basis revenue requirement, which was comprised of O&M expenses, debt service, taxes and transfers, reserve funding, and rate funded capital. A more detailed review of the allocation of the revenue requirement can be found in the Wastewater Technical Appendix in Exhibit 12. Shown below in Table 2 – 3 is a summary of the allocation of the FY 2027 revenue requirement to the different allocation components.

Table 2 – 3
Summary of FY 2027 Allocated Revenue Requirement ($000s)

Total	Volume	BOD	TSS	Weighted Customer	Revenue Related	Direct Assignment
$7,219	$2,573	$865	$865	$2,918	$0	$0

2.2.5 Major Assumptions of the Cost of Service Analysis

A number of key assumptions were used within the City's wastewater cost of service analysis. Below is a brief discussion of the major assumptions used.

- The test period used for the cost of service analysis was FY 2027. The revenue and expense data was previously developed within the revenue requirement analysis
- A cash basis approach was utilized, which conforms to generally accepted wastewater cost of service approaches and methodologies for municipal utilities
- Volumes by class of service are not metered and thus need to be estimated from the City's water consumption data and billing records. The volume distribution factor was developed for each class of service based on available information and generally accepted methods for estimating volumes
- Wastewater strengths by customer class of service were estimated based on typical industry strength levels for the different customer classes of service

2.2.6 Summary of the Wastewater Cost of Service Results

In summary, the cost of service analysis began by functionalizing the previously developed wastewater revenue requirement for FY 2027. The functionalized revenue requirement was then allocated to the appropriate cost component(s). The individual allocation totals were then distributed to the customer classes of service based on the appropriate distribution factor. For example, volume related costs were distributed based on the volume distribution factor, which was based on estimated annual wastewater flows. In this way, each class is distributed the proportional share of costs allocated to each allocation component.

The distributed expenses for each customer class were then aggregated to determine each customer class's overall revenue responsibility. Shown below in Table 2 – 4 is a summary of the detailed cost responsibility developed for each class of service, which can also be found in Exhibit 14 of the Wastewater Technical Appendix.

Table 2 – 4
Summary of the FY 2027 Wastewater Cost of Service Analysis ($000)

Class of Service	Present Revenues	Distributed Costs	$ Difference	% Difference
Residential	$3,370	$3,930	($604)	17.9%
Multi-Family	1,932	1,703	247	-12.8%
Non-Residential	1,478	1,586	(117)	7.9%
Total System	**$6,780**	**$7,219**	**($475)**	**7.0%**

The cost of service analysis proportionally distributed the FY 2027 revenue requirement to each customer class based on their respective benefit received from and burdens placed on the wastewater system. A cost of service analysis is based on one year's O&M expense data and projected customer information. Given this, the results of the cost of service analysis may change from year to year.

As shown in Table 2 – 4, the results of the wastewater cost of service analysis show some cost differences between the customer classes of service. A general guideline is that if a customer group is within +/- 5% of the overall system revenue adjustment, then the customer class is paying its proportional share of costs. This guideline is used over time as customer usage characteristics change, as well as City costs, which can result in changes in the cost distribution. Based on the results of the wastewater cost of service analysis, it is recommended that the City continue to use specific rate schedules for each customer class (Residential, Multi-Family, Commercial, Governmental, Municipal) to reflect the customer characteristics and costs associated with providing service to each customer class. As can be seen in Table 2 - 4, there are cost differences, in particular Multi-Family, that are recommended to be addressed and reflected in the proposed wastewater rates.

2.2.7 Wastewater Cost of Service Conclusions and Recommendations

The results of the cost of service show differences in the cost of serving each customer class. Specifically, the cost of service shows that residential customer rates should increase greater than the system average increase and Multi-Family should increase less than the system average. Given these results, it is recommended that the City continue to use specific rate schedules to begin to address the cost differences between the customer classes of service.

2.3 Wastewater Rate Design Analysis

The final step of the City's wastewater rate study is the design of proposed wastewater rates to collect the desired levels of revenues, based on the results of the revenue requirement and cost of service analyses. In reviewing the City's rates, consideration must be given to the level of the rates as well as the structure of the rates. The level of the rates reflects the amount of rate revenues that should be collected while the structure of the rates is how it is collected (charged) from the customers. The overall revenue level for the City has been established in the revenue requirement analysis and the cost of service analysis provides the revenue levels to be collected from each class of service in a proportional manner. These two analyses are used to establish the level of revenue for the wastewater system, and each customer class of service. This section will address the rate structure and development of the rate design for the wastewater system.

2.3.1 Wastewater Rate Design Goals and Objectives

Prudent rate administration dictates that several criteria must be considered when setting utility rates. Some of these rate design criteria are listed below:

- Rates which are easy to understand from the customer's perspective
- Rates which are easy for the City to administer
- Consideration of the customer's ability to pay
- Continuity, over time, of the rate making philosophy
- Policy considerations (encourage efficient use, economic development, etc.)
- Provide revenue stability from month to month and year to year
- Promote efficient allocation of the resource
- Proportional and non-discriminatory (cost-based)

It is important that the City provide its wastewater customers with a proper price signal as to what their usage or volumetric contributions are costing. This goal may be approached through rate level and structure. When developing the proposed rate designs, each of the above listed criteria can be taken into consideration. However, it is difficult, if not impossible, to design a rate that meets all the goals and objectives listed above. For example, it may be difficult to design a rate that takes into consideration the customer's ability to pay, and one which is cost-based. In designing rates, there are always trade-offs between the identified goals and objectives.

2.3.2 Present and Proposed Wastewater Rates

The City currently has rate structures for Residential, Multi-Family, Commercial, Governmental and Municipal customers. For Residential and Multi-Family customers, this includes a monthly fixed service charge and quantity charge for consumption over 400 cubic feet up to their winter

water average. For Non-Residential (Commercial, Governmental, and Municipal) customers, a monthly fixed service charge and quantity charge per cubic foot based on actual monthly water consumption is assessed. Based on the results of the cost of service analysis and in discussion with City staff, it was determined that revisions to the proposed wastewater rates would be made. Specifically, the Multi-Family service charges would remain flat for one year. The Residential service charge would be set at the current Non-Residential rate level. These updates will align the per unit service charge better with the assumed wastewater contribution based on the winter water data. Table 2 – 5 provides a summary of the present and proposed rates for the City's wastewater utility.

Table 2 – 5
Summary of the Present and Proposed Wastewater Rates

	Present Rates	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential						
Service Charge	*$ / Month*					
Monthly Service Charge	$33.94	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	*$ / CF*					
0 – 400 up to Winter Water Avg	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ up to Winter Water Avg	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Multi-Family						
Service Charge	*$ / Month*					
Monthly Service Charge (Per Unit)	$33.94	$33.94	$36.16	$38.69	$41.40	$44.30
Quantity Charge	*$ / CF*					
0 – 400 up to Winter Water Avg	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ up to Winter Water Avg	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Commercial						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Governmental						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Municipal						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	**$ / CF**					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883

Table 2 – 5 shows that the current rate structure has been adjusted for FY 2027. In years FY 2028 through FY 2031, only the level of the rates has been adjusted to meet the revenue target calculated in the revenue requirement analysis.

2.3.3 Summary of the Wastewater Rate Study

This completes the analysis for the City of Ashland's wastewater utility. This Study has provided the development of proposed wastewater rates for the City that are cost-based and proportional. Adoption of the proposed wastewater rates will allow the City to meet its current and projected financial obligations for the time period reviewed based on the assumed customer growth, capital plan, and inflationary increases in operating costs. Should these assumptions change, the proposed rate adjustments may also need to be revised to reflect the current conditions.

3 Development of the Storm Drain Analysis

This section of the report will describe the development of the storm drain rate study. This includes the development of the revenue requirement, cost of service, and rate design analyses. Each of these analyses was completed for the storm drain system based on the specific customer and system characteristics. The following discussion will outline the summary of each of these analyses to support the development of cost-based and proportional storm drain rates.

3.1 Storm Drain Revenue Requirement

Similar to the wastewater analysis, the City has provided detailed revenue and expense data for the storm drain system that provides the basis for the development of the revenue requirement. As previously stated, the revenue requirement analysis is the first analytical step in the rate study process and determines the adequacy of the City's storm drain revenues at current rate levels. From this analysis, a determination can be made as to the overall level of revenue (rate) adjustment needed to provide adequate and prudent funding for both operating and capital needs.

3.1.1 Determining the Storm Drain Utility Revenue Requirement

In developing the City's storm drain revenue requirement, the utility must financially "stand on its own" and be properly funded. As a result, the revenue requirement analysis, as developed herein, assumes the full and proper funding needed to operate and maintain the City's storm drain system on a financially sound and prudent basis. The following sections will provide a more detailed discussion of the development of the storm drain revenue requirement analysis for the City.

3.1.2 Establishing a Time Frame and Approach

The first step in calculating the revenue requirement for the City's storm drain system was to establish a time frame for the revenue requirement analysis. For the Study, the revenue requirement was developed based on the FY 2026 and FY 2027 biennial budget and a projected time period of FY 2028 through FY 2036. Reviewing a multi-year time period is recommended to identify major expenses that may be on the horizon. By anticipating future financial requirements, the City can begin planning for these changes sooner, thereby minimizing short-term rate impacts and overall long-term rates.

The second step in determining the storm drain revenue requirement was to decide on the basis of accumulating costs. Like the wastewater utility analysis, a cash basis approach was utilized to develop the storm drain revenue requirement analysis. The cash basis approach is the typical methodology used by municipal utilities to set their revenue requirement.

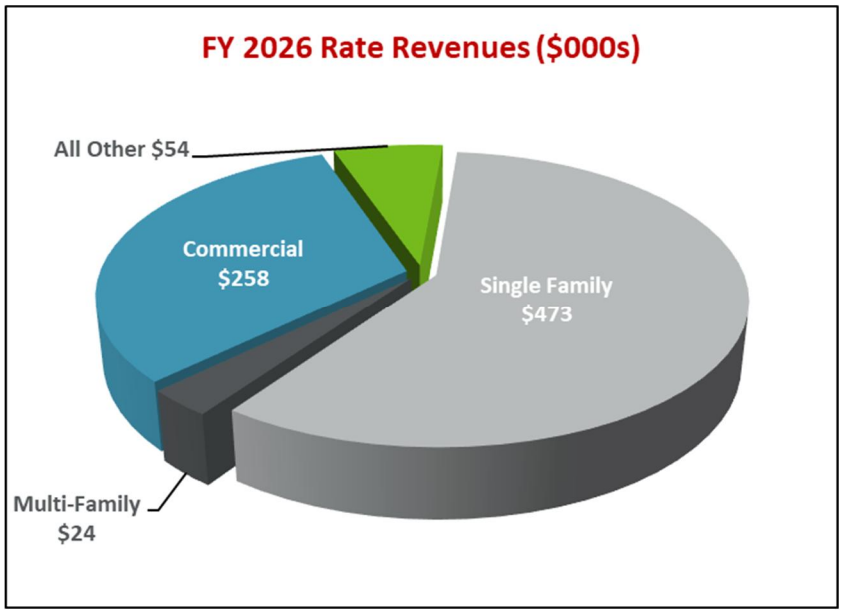
Given a time period around which to develop the revenue requirement and a method to accumulate the costs, the focus then shifts to the development and projection of the revenues and expenses of the City's storm drain utility. The primary financial inputs in the development of the storm drain revenue requirement were the City's adopted biennial budget for the storm drain utility, recent billed customer data and characteristics, and the storm drain capital improvement

plan. Presented below is a detailed discussion of the steps and key assumptions contained in the development of the City's storm drain revenue requirement analysis.

3.1.3 Projection of Storm Drain Revenues

The first step in developing the projection of the storm drain rate revenues, at present rate levels, was to determine the projected billing units. The billing units were based on the City's storm drain customer data from the most recent 12-month period to determine the current customer billing characteristics. These billing units were then multiplied by the current storm drain rates. This method of independently calculating revenues links the projected revenues used within the analysis to the projected billing units. It also helps to confirm that the billing units used within the Study are reasonable for purposes of projecting future revenues and ultimately establishing the proposed rates to collect the target level of revenues.

In total, and at current rate levels, the City's storm drain utility is projected to receive approximately $810,000 in rate revenue in FY 2026. Similar to the wastewater analysis, the Study has assumed customer growth of 0.5% per year. By FY 2031, the storm drain rate revenues - assuming no rate adjustments - are projected to be approximately $830,000. The detailed calculation of the revenues at present rates is included in Exhibit 5 of the Storm Drain Technical Appendix.



In addition to rate revenues, the City also receives other miscellaneous revenues, such as interest earnings. In total, the storm drain utility is projected to receive approximately $84,000 in FY 2026. Other miscellaneous revenues were estimated to decrease to approximately $17,000 by FY 2031 due to using reserves to fund storm drain capital improvement projects.

On a combined basis, taking into account the rate revenues and other miscellaneous revenues, the City's storm drain utility has total projected revenues of approximately $894,000 in FY 2026. This amount is anticipated to decrease to approximately $847,000 by FY 2031 as a result of the projected decreases in interest earnings as noted above.

3.1.4 Projection of Storm Drain Operation and Maintenance Expenses

Operation and maintenance expenses are incurred by the City to maintain the storm drain system at a consistent level of service. The starting point of the projection of the storm drain O&M expenses was the City's adopted biennial FY 2026 and FY 2027 budget. Budgeted O&M expenses

were projected over the Study time period based on recent inflationary trends. The factors ranged from 3.0% to 8.0% annually for the various types of expenses (e.g., salaries, benefits, materials and supplies, utilities, equipment, insurance). In total, O&M expenses were projected to increase at an annual inflation rate of approximately 4.9% over the rate setting period. Exhibit 2 of the Storm Drain Technical Appendix provides a summary of the assumptions used to develop the projection of revenues and escalation of the storm drain O&M expenses.

The total operation and maintenance expenses for the storm drain utility are budgeted to be approximately $826,000 in FY 2026. Over the rate setting period, the total O&M expenses are projected to increase to approximately $1.0 million by FY 2031. It is important to note that no additional O&M has been included in addition to the adopted storm drain budget.

3.1.5 Storm Drain Capital Improvement Projects

A key component in the development of the storm drain revenue requirement was to properly and adequately fund the storm drain capital improvement needs in the near and long term. One of the major issues facing utilities across the U.S. is the amount of deferred capital projects and the funding pressure from regulatory-related improvements. The proper and adequate funding of capital projects is an important issue for all utilities and is not just a local issue or concern of the City. To accomplish this, the City has a capital improvement plan to address both the short and long-term needs of the storm drain utility.

Provided below in Table 3 – 1 is a summary of the storm drain capital funding analysis, based on the City's storm drain capital improvement plan.

Table 3 – 1
Summary of the Storm Drain Capital Funding Analysis ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Total Capital Projects	**$300**	**$269**	**$1,086**	**$1,223**	**$287**	**$297**
Less: Other Funding						
Storm Drain Operating Fund	$220	$168	$423	$479	$92	$77
Storm Drain SDC Fund	15	26	23	46	0	0
Assumed Revenue Bond - Hardesty	0	0	539	558	0	0
Total Other Funding	**$235**	**$194**	**$986**	**$1,083**	**$92**	**$77**
Rate Funded Capital	**$65**	**$75**	**$100**	**$140**	**$195**	**$220**

The City's storm drain capital improvement plan totals approximately $3.5 million from FY 2026 through FY 2031. The funding sources for the capital improvement projects are assumed to be from storm drain operating reserve funds, existing system development charge reserve funds, long-term debt issuances, and annual rate funding of capital. There are a number of different methods which may be used to fund the capital needs. Among the methods that may be used to finance these capital improvement projects are long-term borrowing, grants, reserve funds, and rates. Historically, the City has used all available sources to fund capital improvements in an

attempt to minimize the impact to customers' storm drain rates. Provided below is a summary of the typical funding sources the City has used, and will use, to fund the planned storm drain improvements over the next five-year period.

3.1.5.1 Rate Funded Capital

A general financial guideline states that, at a minimum, a utility should fund an amount equal to or greater than annual depreciation through rates. Annual depreciation expense reflects the current investment in plant being depreciated or "losing" its useful life. Therefore, this portion of plant investment needs to be replaced to maintain the existing level of infrastructure. In addition, consideration should be given to funding within rates an amount greater than annual depreciation expense for renewals and replacements as costs escalate over time. Whenever possible, the City should be funding storm drain capital projects from rates in an amount greater than annual depreciation expense. For the storm drain utility, the FY 2024 depreciation expense was $53,000. Based on the proposed rate transition plan, rate funded capital ranges from $65,000 in FY 2026 to $220,000 in FY 2031, which accounts for an average of approximately 35.0% of total capital being funded annually through rates over the rate setting period.

3.1.5.2 Reserve Funding

The City has historically supplemented other funding sources with reserve funding for annual capital improvements. During the rate setting period, approximately $1.5 million in storm drain operating reserve funds and $111,000 in system development charge reserves will be used to fund capital improvement projects in FY 2026 through FY 2031, which is equal to approximately 49.0% of the total capital improvement plan projects.

3.1.5.3 Long-Term Debt

The City can also issue additional long-term debt as a source to fund capital projects. There can be a number of advantages and disadvantages with the issuance of long-term debt, and it is important to weigh them when deciding whether to borrow funds or not. Long-term debt does have prudent applications whereby it acts as a financial device to spread the costs of a larger project over multiple years. Doing so then distributes the costs to the customers who are benefiting from the capital improvement - in this case - and are said to be paying their proportional share as opposed to cash financing where only current customers are paying for the project. Issuing debt should be done prudently and in a way that does not put excessive financial burden on the City's storm drain utility. There should be a level of indebtedness that still allows the City flexibility should a financial crisis occur. As part of the Study, the City is planning on issuing approximately $1.1 million of long term debt to fund the Hardesty Site Development and Equipment Storage project, which has been assumed to start in FY 2029 as outlined in the storm drain capital funding plan.

3.1.6 Projection of Storm Drain Debt Service

The final component of the City's storm drain revenue requirement is debt service. At the present time, the storm drain utility has no outstanding debt issuances. As mentioned above, the City has assumed additional long-term debt issuances starting in FY 2029 to fund the Hardesty Site Development and Equipment Storage projects. These issuances have additional debt service

payments starting in FY 2029 of approximately $43,000 per year based on the assumed terms, increasing to approximately $88,000 in FY 2030.

It is important to note that HDR is not acting as a municipal advisor or providing investment grade reports and advice for the City. HDR did not recommend specific long-term debt issuances or terms. Rather, the Study simply aims to identify any existing annual debt service payments and projection of future long-term funding needs while utilizing conservative assumptions for modeling purposes only.

3.1.7 Summary of the Storm Drain Revenue Requirement

Given the above projections of revenues and expenses, a summary of the City's storm drain revenue requirement analysis can be developed. In developing the revenue requirement analysis, consideration was given to the financial planning policies of the City. In particular, emphasis was placed on minimizing rates, while providing adequate funds to support the operational activities, capital improvement needs and meeting key financial metrics throughout the review period. Presented in Table 3 – 2 is a summary of the storm drain revenue requirement. It is important to note that the annual deficiencies are cumulative, that is, any adjustment in the initial years will reduce the needed adjustment in following years. The details of this analysis can be found in the Storm Drain Technical Appendix in Exhibit 3.

Table 3 – 2
Summary of the Storm Drain Revenue Requirement Analysis ($000)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Revenues						
Rate Revenues	$810	$814	$818	$822	$826	$830
Other Revenues	84	43	36	26	19	17
Total Revenues	**$894**	**$856**	**$854**	**$847**	**$845**	**$847**
Expenses						
Total O&M	$826	$857	$900	$945	$990	$1,036
Taxes & Transfers	0	65	65	66	66	66
Rate Funded Capital	65	75	100	140	195	220
Net Debt Service	0	0	0	43	88	88
Reserve Funding	3	(1)	67	74	35	38
Total Expenses	**$894**	**$996**	**$1,133**	**$1,269**	**$1,374**	**$1,449**
Bal./(Def.) of Funds	$0	($151)	($301)	($455)	($571)	($650)
Plus: Additional Taxes	0	(11)	(22)	(34)	(42)	(48)
Total Bal. / (Def.) of Funds	$0	($151)	($301)	($455)	($571)	($650)
Balance as % of Rev from Rates	0.0%	17.1%	34.1%	51.2%	64.0%	72.5%
Proposed Rate Adjustments	**0.0%**	**18.5%**	**15.5%**	**13.5%**	**8.9%**	**5.4%**
Add'l Revenue with Rate Adj.	$0	$151	$301	$455	$571	$650

The storm drain revenue requirement has summed the O&M, net debt service, applicable taxes and transfers, rate funded capital, and reserve funding for the five-year rate setting period. The total revenue requirement is then compared to the total revenues, which are the rate revenues, at present rate levels, and other miscellaneous revenues. From this comparison, a balance or deficiency of funds in each year can be determined. This balance or deficiency of funds is then compared to the rate revenues to determine the level of rate revenue adjustment needed to meet the revenue requirement. The results of the revenue requirement analysis indicate a deficiency of funds over the rate setting period (FY 2027 – FY 2031). The deficiency ranges by year and is driven by annual operating expenses, funding capital improvement projects, and meeting financial targets. The cumulative deficiency is approximately $151,000 in FY 2027, which increases to $650,000 by FY 2031, prior to rate adjustments. To provide adequate funding for the City's storm drain utility, rate adjustments of 18.5% in FY 2027, 15.5% in FY 2028, 13.5% in FY 2029, 8.9% in FY 2030, and 5.4% in FY 2031 are proposed.

3.1.8 Review of Storm Drain Reserve Levels

Reserves are an important component of a utility's financial health. There can be many different purposes for reserves. For modeling purposes, the City's storm drain utility has an operating reserve, SDC reserve, and equipment reserve. The target ending minimum fund balances vary depending on the type of fund. The target balance for the storm drain operating fund was set at 90 days or 25% of annual O&M expenses, which is approximately $204,000 for FY 2026. For the SDC reserve, there was no minimum target identified as these reserve levels vary as growth related storm drain capital projects are funded and SDC revenues are collected. Finally, as part of the Study, funds were added to the equipment reserve starting at $25,000 in FY 2028 and increasing to $40,000 annually by FY 2031 for future capital funding needs.

Based on the rate transition plan, the City will be using reserves over the five-year rate setting period to fund capital improvement projects but is projected to meet target minimums and maintain prudent levels of reserves. The operating and SDC reserves appear to remain strong and fluctuate as funds are used to fund planned capital improvement projects.

3.1.9 Debt Service Coverage Ratio

Long-term debt often contains covenants requiring rates to be set at an adequate level to ensure annual payments of principal and interest. This is typically known as a debt service coverage ratio. The DSC ratio is a financial measure of the utility's ability to repay the debt. In general, the DSC ratio is set at a level such that revenues less operating expenses will be 1.25 times, for example, greater than the maximum annual debt service payment on the outstanding debt. That is, rates will be sufficient to pay projected O&M and have an additional 25% more than the annual debt service payment. While the storm drain utility has no outstanding debt issuances, with the additional assumed long-term debt issuances starting in FY 2028 and the proposed rate adjustments, the DSC ratio is calculated at 8.25 in FY 2029 and 5.23 in FY 2031.

3.1.10 Storm Drain Revenue Requirement Recommendations

Based on the revenue requirement analysis developed herein, HDR recommends that the City adjust the level of storm drain revenues annually over the next five-year period (FY 2027 – FY 2031). HDR has reached this conclusion for the following reasons:

- Revenue adjustments are necessary to fund the City's capital improvement needs, which are driven by the renewal and replacement of aging infrastructure as well as the Hardesty Site development
- The revenue adjustments are necessary in order to fund the annual inflationary costs related to annual storm drain O&M
- The proposed revenue adjustments maintain the City's strong financial health and provide long-term sustainable funding levels for the City

In reaching this conclusion, HDR recommends that the City adopt the proposed annual revenue adjustments for FY 2027 through FY 2031 in order to provide sufficient funding for the storm drain O&M and capital improvement needs as identified in the Study time period.

3.2 Storm Drain Cost of Service Analysis

The storm drain cost of service analysis is concerned with the proportional distribution of the total revenue requirement on a per equivalent unit basis to establish cost-based and proportional rates per ERU. The previously developed revenue requirement was utilized in the development of the cost of service analysis.

3.2.1 Objectives of a Cost of Service Analysis

There are two primary objectives in conducting a storm drain cost of service analysis:

- Proportionally distribute the City's revenue requirement among the total billed ERUs; and
- Derive average unit costs (i.e., cost-based rates) for subsequent rate designs.

The primary objective of the cost of service analysis is the proportional manner in which to collect the revenue requirement from the City's total billed storm drain ERUs. The second rationale for conducting a cost of service analysis is to allow for the development of proposed rates that properly reflect the costs incurred by the City and impacts customers place on the storm drain system.

3.2.2 General Cost of Service Procedures

To determine the proportional cost to serve each equivalent residential unit on the City's storm drain system, a cost of service analysis is conducted. A cost of service analysis generally utilizes a three-step approach to review costs. Unlike the wastewater utility, the storm drain utility cost of service is much simpler and in this case, the analysis consisted of dividing the total revenue requirement by the total number of billed ERUs. Utilizing an ERU as the basis for establishing storm drain rates is a proportional method to distribute costs and recover the costs to provided service from the City's customers. Provided below is a detailed discussion of the storm drain cost of service analysis conducted for the City, and the specific steps taken within the analysis.

3.2.3 Summary of the Storm Drain Cost of Service Results

In summary, the cost of service analysis began by taking the FY 2027 revenue requirement and total billed ERUs. The City defines an ERU as 3,000 sq. ft. of impervious area, or one residential ERU. Multi-family customers are charged by living unit where 1 ERU is equal to 2.33 multi-family units. Commercial customers are charged based on the number of ERU's which is calculated as the total I=impervious are divided by 3,000 (i.e., 1 ERU). To calculate the average unit cost, the total revenue requirement for FY 2027 was divided through by the number of total billed ERUs. Provided in Table 3 – 3 is a summary of the distribution of the revenue requirement to the equivalent residential units.

Table 3 – 3
Summary of the Storm Drain Cost of Service Analysis ($000)

Total Costs [1]	Total ERUs [2]	Cost per ERU ($/month)
$964,119	**149,835**	**$6.43**

[1] - Based on FY 2027 total revenue requirement less miscellaneous revenues plus additional taxes, which is the costs to be recovered through rates

[2] - Reflects the number of billed ERUs as provided by the City for FY 2027

The results of the storm drain cost of service analysis indicate the need to increase the rate per ERU in FY 2027 to reflect the costs of providing storm drain service on a per ERU basis. The development of the storm drain cost per ERU is provided in Exhibit 6 of the Storm Drain Technical Appendix.

3.2.4 Storm Drain Cost of Service Conclusions and Recommendations

The results of the storm drain cost of service analysis reflect the results of the revenue requirement and indicate the need for an increase in the storm drain rates on a per ERU basis. As a result, HDR recommends that the City adjust the storm drain rates to reflect the results of the cost of service analysis on a per ERU basis.

3.3 Storm Drain Rate Design Analysis

The final step of the City's storm drain rate study is the design of proposed storm drain rates to collect the desired levels of revenue, based on the results of the revenue requirement and cost of service analyses. In reviewing the City's rates, consideration is given to the level of the rates and the structure of the rates.

3.3.1 Storm Drain Rate Design Goals and Objectives

Prudent rate administration dictates that several criteria must be considered when setting utility rates. An example of some of these rate design criteria are listed below:

- Rates which are easy to understand from the customer's perspective
- Rates which are easy for the City to administer
- Consideration of the customer's ability to pay
- Continuity, over time, of the rate making philosophy
- Policy considerations (encourage efficient use, economic development, etc.)
- Provide revenue stability from month to month and year to year
- Promote efficient allocation of the resource
- Proportional and non-discriminatory (cost-based)

When developing the proposed rate designs, the above-listed criteria are taken into consideration. However, it is difficult, if not impossible, to design a rate that meets all the goals and objectives listed above. For example, it may be difficult to design a rate that takes into consideration customers' ability to pay, and one which is cost-based. In designing rates, there are always trade-offs between the identified goals and objectives.

3.3.2 Present and Proposed Storm Drain Rates

The City currently has a monthly storm drainage charge per ERU with a minimum charge per account. As noted, an ERU is defined by the City as 3,000 sq. ft. of impervious area, or one residential ERU, and multi-family customers are charged by unit where 1 ERU is equal to 2.33 multi-family units. Commercial customers have the impervious area divided by 3,000 to determine the number of ERUs to be billing. In discussion with City staff, it was determined that the current storm drain rate structure is contemporary and meets the City's rate design goals and objectives. Given this, the proposed storm drain rates maintain the current rate structure. Provided in Table 3 – 4 is a summary of the current and proposed storm drain rates.

Table 3 – 4
Summary of the Present and Proposed Storm Drain Rates

	Present Rates	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/ERU					
Single Family	$5.43	$6.43	$7.43	$8.43	$9.18	$9.68
Multi-Family (per unit)	2.33	2.76	3.19	3.62	3.94	4.15
Commercial	5.43	6.43	7.43	8.43	9.18	9.68
All Other	1.80	2.13	2.46	2.79	3.04	3.20
Minimum Charge Per Account	5.43	6.43	7.43	8.43	9.18	9.68

As can be seen in Table 3 – 4, the current rate structure has been maintained for all storm drain customers and only the level of the rates has been adjusted to meet the revenue target calculated in the revenue requirement analysis.

3.3.3 Summary of the Storm Drain Rate Study

This completes the analysis for the City of Ashland storm drain utility. This Study has provided a review and development of proposed storm drain rates for the City. Adoption of the proposed storm drain rates will allow the City to meet its current and projected financial obligations for the time period reviewed based on the assumed customer growth, capital plan, and inflationary increases in operating costs. Should these assumptions change, the proposed rate adjustments may also need to be revised to reflect the current conditions.

Wastewater Technical Appendix

City of Ashland
Wastewater Rate Study
Summary of the Revenue Requirement
Exhibit 1

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Revenues											
Rate Revenues	$6,745,978	$6,779,708	$6,813,607	$6,847,675	$6,881,913	$6,916,323	$6,950,904	$6,985,659	$7,020,587	$7,055,690	$7,090,969
Miscellaneous Revenues	250,000	42,511	39,555	27,974	18,948	18,943	19,135	19,765	20,670	21,674	57,357
Total Revenues	**$6,995,978**	**$6,822,219**	**$6,853,162**	**$6,875,649**	**$6,900,861**	**$6,935,266**	**$6,970,039**	**$7,005,424**	**$7,041,257**	**$7,077,365**	**$7,148,326**
Expenses											
Total O&M Expenses	$5,962,551	$5,963,263	$6,265,260	$6,553,045	$6,846,810	$7,191,047	$7,543,841	$7,885,229	$8,256,056	$8,671,379	$9,162,530
Total Taxes & Transfers	540,400	550,400	545,089	547,814	550,553	553,306	556,072	558,853	561,647	564,455	567,277
Rate Funded Capital	831,625	650,000	610,000	375,000	625,000	850,000	875,000	900,000	1,100,000	1,125,000	1,125,000
Net Debt Service	174,279	172,670	353,112	575,646	664,655	664,064	663,466	662,856	540,383	540,383	540,383
Total Reserve Funding	(512,876)	(74,689)	(6,140)	251,015	194,279	254,792	283,566	342,548	338,405	362,439	391,276
Total Revenue Requirement	**$6,995,978**	**$7,261,645**	**$7,767,321**	**$8,302,521**	**$8,881,297**	**$9,513,208**	**$9,921,945**	**$10,349,485**	**$10,796,491**	**$11,263,657**	**$11,786,467**
Bal. / (Def.) of Funds	$0	($439,426)	($914,159)	($1,426,872)	($1,980,436)	($2,577,942)	($2,951,906)	($3,344,061)	($3,755,234)	($4,186,292)	($4,638,141)
Plus: Additional Taxes	0	(35,154)	(73,133)	(114,150)	(158,435)	(206,235)	(236,152)	(267,525)	(300,419)	(334,903)	(371,051)
Bal. / (Def.) of Funds	$0	($474,580)	($987,292)	($1,541,021)	($2,138,871)	($2,784,178)	($3,188,059)	($3,611,585)	($4,055,652)	($4,521,196)	($5,009,192)
Balance a % of Rate Adj. Req'd	0.0%	7.0%	14.5%	22.5%	31.1%	40.3%	45.9%	51.7%	57.8%	64.1%	70.6%
Proposed Rate Adjustment	**0.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**
Add'l Revenue with Rate Adj.	$0	$474,580	$987,292	$1,541,021	$2,138,871	$2,784,178	$3,188,059	$3,611,585	$4,055,652	$4,521,196	$5,009,192
Bal. / (Def.) After Rate Adj.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Additional Rate Adjustment Required	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**
Avg Residential Monthly Bill (400 CF)	**$33.94**										
Customer Bill on Proposed Adj.		$36.32	$38.86	$41.58	$44.49	$47.60	$49.51	$51.49	$53.55	$55.69	$57.92
Bill Difference - Monthly		2.38	2.54	2.72	2.91	3.11	1.90	1.98	2.06	2.14	2.23
Beginning Reserve Balance	**$7,800,915**	**$7,057,164**	**$6,222,863**	**$4,742,528**	**$3,081,482**	**$3,278,415**	**$3,533,335**	**$3,915,780**	**$4,358,964**	**$4,799,785**	**$5,266,441**
Ending Reserve Balance	**$7,057,164**	**$6,222,863**	**$4,742,528**	**$3,081,482**	**$3,278,415**	**$3,533,335**	**$3,915,780**	**$4,358,964**	**$4,799,785**	**$5,266,441**	**$5,783,899**

City of Ashland
Wastewater Rate Study
Escalation Factors
Exhibit 2

	Budgeted	*Budgeted*	*Projected*									
	FY 2026	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**	**FY 2035**	**FY 2036**	*Notes*
Revenues												
Customer Growth	Budget	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
Miscellaneous Revenues	Budget	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
Expenses												
Salaries	Budget	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Benefits	Budget	Budget	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Benefits - Medical	Budget	Budget	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	
Professional Services	Budget	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Materials & Supplies	Budget	Budget	3.5%	3.5%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Equipment	Budget	Budget	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Miscellaneous	Budget	Budget	3.5%	3.5%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	
Utilities	Budget	Budget	5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Electricity	Budget	Budget	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	
Chemicals	Budget	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Internal Chg - Administrative Fee	Budget	Budget	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	
Flat	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Insurance	Budget	Budget	5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
General Expenses	Budget	Budget	5.5%	5.5%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	*Average of all others*
Interest	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	2.5%	
New Long-Term Debt Assumptions												
Low Interest Loans												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	
Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Revenue Bond												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	
Rate	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	

City of Ashland
Wastewater Rate Study
Revenue Requirement
Exhibit 3

	Budgeted FY 2026	*Budgeted* FY 2027	*Projected* FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	*Notes*
Revenues												
Rate Revenues												
Residential	$3,353,505	$3,370,273	$3,387,124	$3,404,059	$3,421,080	$3,438,185	$3,455,376	$3,472,653	$3,490,016	$3,507,466	$3,525,004	As Customer Growth
Multi-Family	1,921,926	1,931,536	1,941,194	1,950,900	1,960,654	1,970,457	1,980,310	1,990,211	2,000,162	2,010,163	2,020,214	As Customer Growth
Commercial	1,242,260	1,248,471	1,254,713	1,260,987	1,267,292	1,273,628	1,279,996	1,286,396	1,292,828	1,299,292	1,305,789	As Customer Growth
Governmental	183,855	184,775	185,699	186,627	187,560	188,498	189,440	190,388	191,340	192,296	193,258	As Customer Growth
Municipal	44,432	44,654	44,877	45,102	45,327	45,554	45,782	46,011	46,241	46,472	46,704	As Customer Growth
Total Rate Revenues	**$6,745,978**	**$6,779,708**	**$6,813,607**	**$6,847,675**	**$6,881,913**	**$6,916,323**	**$6,950,904**	**$6,985,659**	**$7,020,587**	**$7,055,690**	**$7,090,969**	
Other Revenues												
Interest	$250,000	$42,511	$39,555	$27,974	$18,948	$18,943	$19,135	$19,765	$20,670	$21,674	$57,357	Calculated
Total Other Revenues	**$250,000**	**$42,511**	**$39,555**	**$27,974**	**$18,948**	**$18,943**	**$19,135**	**$19,765**	**$20,670**	**$21,674**	**$57,357**	
Total Revenues	**$6,995,978**	**$6,822,219**	**$6,853,162**	**$6,875,649**	**$6,900,861**	**$6,935,266**	**$6,970,039**	**$7,005,424**	**$7,041,257**	**$7,077,365**	**$7,148,326**	

		Budgeted FY 2026	Budgeted FY 2027	Projected FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	Notes
Wastewater Expenses													
Wastewater Collection Expenses - 86000													
Regular Employees	*086000.510100*	$515,804	$547,346	$574,713	$603,449	$633,622	$665,303	$698,568	$733,496	$770,171	$808,679	$849,113	As Salaries
Sick Leave Pay Out	*086000.510112*	3,615	3,667	3,832	4,004	4,165	4,331	4,504	4,685	4,872	5,067	5,270	As Benefits
Vacation Pay Out	*086000.510113*	4,820	4,889	5,109	5,339	5,552	5,775	6,006	6,246	6,496	6,755	7,026	As Benefits
Overtime	*086000.510310*	1,667	1,735	1,822	1,913	2,008	2,109	2,214	2,325	2,441	2,563	2,692	As Salaries
Duty Pay	*086000.510330*	47,769	48,527	50,953	53,501	56,176	58,985	61,934	65,031	68,282	71,696	75,281	As Salaries
FICA/Medicare Contribution	*086000.520100*	39,458	40,666	42,496	44,408	46,185	48,032	49,953	51,951	54,029	56,191	58,438	As Benefits
PERS Employer's Share	*086000.520210*	52,688	54,278	56,721	59,273	61,644	64,110	66,674	69,341	72,115	74,999	77,999	As Benefits
PERS Employer's UAL Share	*086000.520215*	76,853	79,205	82,769	86,494	89,954	93,552	97,294	101,186	105,233	109,442	113,820	As Benefits
PERS Employee Share Paid by Cty/Pks	*086000.520220*	30,948	31,895	33,330	34,830	36,223	37,672	39,179	40,746	42,376	44,071	45,834	As Benefits
HRAVEBA	*086000.520223*	15,207	16,028	16,749	17,503	18,203	18,931	19,688	20,476	21,295	22,146	23,032	As Benefits
Deferred Comp	*086000.520224*	4,200	4,200	4,389	4,587	4,770	4,961	5,159	5,366	5,580	5,803	6,036	As Benefits
Other Benefits	*086000.520225*	2,128	2,128	2,224	2,324	2,417	2,513	2,614	2,719	2,827	2,940	3,058	As Benefits
Group Health Insurance	*086000.520300*	177,265	187,014	196,365	206,183	214,430	223,007	231,928	241,205	250,853	260,887	271,323	As Insurance
Workers Compensation	*086000.520400*	10,309	10,616	11,147	11,704	12,289	12,904	13,549	14,226	14,938	15,685	16,469	As Salaries
Office Supplies	*086000.601100*	1,000	1,000	1,035	1,071	1,103	1,136	1,171	1,206	1,242	1,279	1,317	As Materials & Supplies
Small Tools & Ops Supplies	*086000.601200*	5,000	5,000	5,175	5,356	5,517	5,682	5,853	6,028	6,209	6,395	6,587	As Materials & Supplies
Uniforms - Clothing	*086000.601300*	3,500	3,500	3,623	3,749	3,862	3,978	4,097	4,220	4,346	4,477	4,611	As Materials & Supplies
Technical Supplies	*086000.601400*	52,000	53,000	54,855	56,775	58,478	60,233	62,039	63,901	65,818	67,792	69,826	As Materials & Supplies
Chemicals	*086000.601500*	20,000	20,000	21,000	22,050	23,153	24,310	25,526	26,802	28,142	29,549	31,027	As Chemicals
Books & Periodicals	*086000.601700*	100	100	104	107	110	114	117	121	124	128	132	As Materials & Supplies
Fuel	*086000.602120*	30,000	30,000	31,500	33,075	34,398	35,774	37,205	38,693	40,241	41,850	43,524	As Utilities
Electricity	*086000.602332*	4,600	4,600	5,106	5,668	6,291	6,983	7,751	8,604	9,550	10,601	11,767	As Electricity
Water	*086000.602333*	3,750	3,750	3,938	4,134	4,300	4,472	4,651	4,837	5,030	5,231	5,441	As Utilities
Wastewater & Other	*086000.602334*	200	0	0	0	0	0	0	0	0	0	0	As Utilities
Disposal & Sanitary Service	*086000.602351*	1,500	1,500	1,575	1,654	1,720	1,789	1,860	1,935	2,012	2,093	2,176	As Utilities
Grounds Care	*086000.602353*	2,500	2,750	2,888	3,032	3,183	3,343	3,510	3,685	3,870	4,063	4,266	As Professional Services
Infrastructure	*086000.602400*	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	As Flat
Communications	*086000.603100*	5,500	6,000	6,300	6,615	6,946	7,293	7,658	8,041	8,443	8,865	9,308	As Professional Services
Computers	*086000.603200*	3,000	3,000	3,135	3,276	3,407	3,543	3,685	3,833	3,986	4,145	4,311	As Equipment
Postage	*086000.603400*	500	600	621	643	662	682	702	723	745	767	790	As Materials & Supplies
Radios	*086000.603500*	1,200	1,200	1,254	1,310	1,363	1,417	1,474	1,533	1,594	1,658	1,724	As Equipment
Professional Services	*086000.604100*	23,500	23,500	24,675	25,909	27,204	28,564	29,993	31,492	33,067	34,720	36,456	As Professional Services
Bad Debt Expense	*086000.605400*	23,500	23,500	24,323	25,174	25,979	26,811	27,669	28,554	29,468	30,411	31,384	As Miscellaneous
Low Income Discount	*086000.605515*	13,660	14,070	14,562	15,072	15,554	16,052	16,566	17,096	17,643	18,208	18,790	As Miscellaneous
Licensing	*086000.605700*	15,000	15,000	15,525	16,068	16,583	17,113	17,661	18,226	18,809	19,411	20,032	As Miscellaneous
Internal Chg - Administrative Fee	*086000.605810*	266,039	177,950	190,407	203,735	217,996	233,256	249,584	267,055	285,749	305,751	327,154	As Internal Chg - Administrative Fee
Internal Chg - Insurance Svc	*086000.605811*	54,087	57,332	60,199	63,209	65,737	68,366	71,101	73,945	76,903	79,979	83,178	As Insurance
Internal Chg - Fleet Maint	*086000.605814*	103,623	107,768	112,618	117,685	122,393	127,288	132,380	137,675	143,182	148,910	154,866	As Equipment
Internal Chg - Equip Replacmnt	*086000.605815*	160,013	160,013	118,893	118,893	124,632	163,687	189,002	189,002	189,002	189,002	189,002	As Actual Equipment Replacement Schedule
Advertising	*086000.606100*	200	200	210	221	232	243	255	268	281	295	310	As Professional Services
Personal Vehicle Mileage	*086000.606313*	600	600	621	643	663	685	706	729	752	776	801	As Miscellaneous
Lodging	*086000.606320*	1,200	1,200	1,242	1,285	1,327	1,369	1,413	1,458	1,505	1,553	1,603	As Miscellaneous
Meals	*086000.606330*	500	500	518	536	553	570	589	608	627	647	668	As Miscellaneous
Training	*086000.606400*	3,500	5,000	5,175	5,356	5,528	5,704	5,887	6,075	6,270	6,470	6,677	As Miscellaneous
Dues	*086000.606500*	1,000	1,200	1,242	1,285	1,327	1,369	1,413	1,458	1,505	1,553	1,603	As Miscellaneous
Equipment	*086000.703000*	2,500	2,500	2,613	2,730	2,839	2,953	3,071	3,194	3,322	3,454	3,593	As Equipment
Capital Outlay	*086000.704100*	112,500	112,500	117,563	122,853	127,767	132,878	138,193	143,720	149,469	155,448	161,666	As Equipment
Total Wastewater Collection Expenses - 86000		**$1,943,503**	**$1,916,027**	**$1,960,109**	**$2,049,681**	**$2,143,444**	**$2,274,842**	**$2,397,045**	**$2,498,714**	**$2,605,414**	**$2,717,411**	**$2,834,982**	

		Budgeted	*Budgeted*	*Projected*									
		FY 2026	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**	**FY 2035**	**FY 2036**	*Notes*
Wastewater Treatment Expenses - 86100													
Regular Employees	*086100.510100*	$627,057	$668,924	$702,370	$737,488	$774,363	$813,081	$853,735	$896,421	$941,243	$988,305	$1,037,720	As Salaries
Sick Leave Pay Out	*086100.510112*	4,397	4,502	4,727	4,963	5,212	5,472	5,746	6,033	6,335	6,652	6,984	As Salaries
Vacation Pay Out	*086100.510113*	5,863	6,003	6,303	6,618	6,949	7,297	7,662	8,045	8,447	8,869	9,313	As Salaries
Overtime	*086100.510310*	8,416	8,711	9,147	9,604	10,084	10,588	11,118	11,674	12,257	12,870	13,514	As Salaries
Duty Pay	*086100.510330*	34,384	34,762	36,500	38,325	40,241	42,253	44,366	46,584	48,914	51,359	53,927	As Salaries
FICA/Medicare Contribution	*086100.520100*	48,433	50,181	52,439	54,799	56,991	59,270	61,641	64,107	66,671	69,338	72,112	As Benefits
PERS Employer's Share	*086100.520210*	62,172	64,415	67,314	70,343	73,157	76,083	79,126	82,291	85,583	89,006	92,566	As Benefits
PERS Employer's UAL Share	*086100.520215*	94,333	97,738	102,136	106,732	111,002	115,442	120,059	124,862	129,856	135,050	140,452	As Benefits
PERS Employee Share Paid by Cty/Pks	*086100.520220*	37,987	39,358	41,129	42,980	44,699	46,487	48,347	50,280	52,292	54,383	56,559	As Benefits
HRAVEBA	*086100.520223*	18,744	19,777	20,667	21,597	22,461	23,360	24,294	25,266	26,277	27,328	28,421	As Benefits
Deferred Comp	*086100.520224*	4,620	4,620	4,828	5,045	5,247	5,457	5,675	5,902	6,138	6,384	6,639	As Benefits
Other Benefits	*086100.520225*	2,341	2,341	2,446	2,556	2,659	2,765	2,876	2,991	3,110	3,235	3,364	As Benefits
Group Health Insurance	*086100.520300*	193,047	203,664	213,847	224,540	233,521	242,862	252,576	262,680	273,187	284,114	295,479	As Insurance
Workers Compensation	*086100.520400*	11,457	11,865	12,458	13,081	13,735	14,422	15,143	15,900	16,695	17,530	18,407	As Salaries
Office Supplies	*086100.601100*	3,000	3,000	3,105	3,214	3,310	3,409	3,512	3,617	3,726	3,837	3,952	As Materials & Supplies
Small Tools & Ops Supplies	*086100.601200*	4,000	4,000	4,140	4,285	4,413	4,546	4,682	4,823	4,967	5,116	5,270	As Materials & Supplies
Uniforms - Clothing	*086100.601300*	1,500	1,500	1,553	1,607	1,655	1,705	1,756	1,809	1,863	1,919	1,976	As Materials & Supplies
Technical Supplies	*086100.601400*	45,000	45,000	46,575	48,205	49,651	51,141	52,675	54,255	55,883	57,559	59,286	As Materials & Supplies
Chemicals	*086100.601500*	225,000	240,000	252,000	264,600	277,830	291,722	306,308	321,623	337,704	354,589	372,319	As Chemicals
County Services	*086100.601630*	4,500	4,500	4,725	4,961	5,209	5,470	5,743	6,030	6,332	6,649	6,981	As Professional Services
Books & Periodicals	*086100.601700*	250	250	259	268	276	284	293	301	310	320	329	As Materials & Supplies
Fuel	*086100.602120*	13,000	13,000	13,650	14,333	14,906	15,502	16,122	16,767	17,438	18,135	18,861	As Utilities
Rental Charges	*086100.602210*	500	500	523	546	568	591	614	639	664	691	719	As Equipment
Electricity	*086100.602332*	255,400	255,400	283,494	314,678	349,293	387,715	430,364	477,704	530,251	588,579	653,323	As Electricity
Water	*086100.602333*	30,000	30,000	31,500	33,075	34,398	35,774	37,205	38,693	40,241	41,850	43,524	As Utilities
Wastewater & Other	*086100.602334*	100	100	105	110	115	119	124	129	134	140	145	As Utilities
Disposal & Sanitary Service	*086100.602351*	275,000	300,000	315,000	330,750	343,980	357,739	372,049	386,931	402,408	418,504	435,244	As Utilities
Custodial	*086100.602352*	2,000	2,000	2,100	2,205	2,315	2,431	2,553	2,680	2,814	2,955	3,103	As Professional Services
Grounds Care	*086100.602353*	3,000	3,000	3,150	3,308	3,473	3,647	3,829	4,020	4,221	4,432	4,654	As Professional Services
Infrastructure	*086100.602400*	523,500	523,500	523,500	523,500	523,500	523,500	523,500	523,500	523,500	523,500	523,500	As Flat
Communications	*086100.603100*	2,000	2,000	2,100	2,205	2,315	2,431	2,553	2,680	2,814	2,955	3,103	As Professional Services
Computers	*086100.603200*	3,500	3,500	3,658	3,822	3,975	4,134	4,299	4,471	4,650	4,836	5,030	As Equipment
Postage	*086100.603400*	800	800	828	857	883	909	936	965	993	1,023	1,054	As Materials & Supplies
Professional Services	*086100.604100*	375,000	185,000	194,250	203,963	214,161	224,869	236,112	247,918	260,314	273,329	286,996	As Professional Services
Licensing	*086100.605700*	60,000	60,000	62,100	64,274	66,330	68,453	70,643	72,904	75,237	77,644	80,129	As Miscellaneous
Internal Chg - Administrative Fee	*086100.605810*	445,398	551,985	590,624	631,968	676,205	723,540	774,188	828,381	886,367	948,413	1,014,802	As Internal Chg - Administrative Fee
Internal Chg - Insurance Svc	*086100.605811*	105,145	111,453	117,026	122,877	127,792	132,904	138,220	143,749	149,499	155,479	161,698	As Insurance
Internal Chg - Facility Use	*086100.605813*	132,891	132,891	138,871	145,120	150,925	156,962	163,241	169,770	176,561	183,623	190,968	As Equipment
Internal Chg - Fleet Maint	*086100.605814*	42,082	43,766	45,735	47,794	49,705	51,694	53,761	55,912	58,148	60,474	62,893	As Equipment
Internal Chg - Equip Replacmnt	*086100.605815*	205,630	205,630	276,902	276,902	276,905	277,411	282,456	282,456	291,658	323,732	408,515	As Actual Equipment Replacement Schedule
Advertising	*086100.606100*	100	100	105	110	116	122	128	134	141	148	155	As Professional Services
Air	*086100.606311*	1,000	1,000	1,035	1,071	1,106	1,141	1,177	1,215	1,254	1,294	1,335	As Miscellaneous
Personal Vehicle Mileage	*086100.606313*	2,500	2,500	2,588	2,678	2,764	2,852	2,943	3,038	3,135	3,235	3,339	As Miscellaneous
Lodging	*086100.606320*	4,000	4,000	4,140	4,285	4,422	4,564	4,710	4,860	5,016	5,176	5,342	As Miscellaneous
Meals	*086100.606330*	1,500	1,500	1,553	1,607	1,658	1,711	1,766	1,823	1,881	1,941	2,003	As Miscellaneous
Training	*086100.606400*	8,000	8,000	8,280	8,570	8,844	9,127	9,419	9,721	10,032	10,353	10,684	As Miscellaneous
Dues	*086100.606500*	1,500	1,500	1,553	1,607	1,658	1,711	1,766	1,823	1,881	1,941	2,003	As Miscellaneous
Medical & Laboratory	*086100.606600*	84,000	84,000	86,940	89,983	92,862	95,834	98,901	102,065	105,332	108,702	112,181	As Miscellaneous
Safety	*086100.610400*	5,000	5,000	5,175	5,356	5,528	5,704	5,887	6,075	6,270	6,470	6,677	As Miscellaneous
Total Wastewater Treatment Expenses - 86100		**$4,019,048**	**$4,047,236**	**$4,305,151**	**$4,503,364**	**$4,703,366**	**$4,916,204**	**$5,146,796**	**$5,386,515**	**$5,650,642**	**$5,953,969**	**$6,327,548**	
Total Wastewater Expenses		**$5,962,551**	**$5,963,263**	**$6,265,260**	**$6,553,045**	**$6,846,810**	**$7,191,047**	**$7,543,841**	**$7,885,229**	**$8,256,056**	**$8,671,379**	**$9,162,530**	

		Budgeted FY 2026	*Budgeted* FY 2027	*Projected* FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	*Notes*
Additional O&M													
Additional Staffing Needs		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	As Salaries
Total Additional O&M		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Total O&M Expenses		**$5,962,551**	**$5,963,263**	**$6,265,260**	**$6,553,045**	**$6,846,810**	**$7,191,047**	**$7,543,841**	**$7,885,229**	**$8,256,056**	**$8,671,379**	**$9,162,530**	
Taxes & Transfers													
Franchise Tax	*086000.612100*	$540,400	$550,400	$545,089	$547,814	$550,553	$553,306	$556,072	$558,853	$561,647	$564,455	$567,277	8.0% Of Rate Revenues
Total Taxes & Transfers		**$540,400**	**$550,400**	**$545,089**	**$547,814**	**$550,553**	**$553,306**	**$556,072**	**$558,853**	**$561,647**	**$564,455**	**$567,277**	
Rate Funded Capital		**$831,625**	**$650,000**	**$610,000**	**$375,000**	**$625,000**	**$850,000**	**$875,000**	**$900,000**	**$1,100,000**	**$1,125,000**	**$1,125,000**	$1,213,832 FY 2024 ACFR
Debt Service													
2013 New Construction		$47,700	$46,659	$45,563	$0	$0	$0	$0	$0	$0	$0	$0	Debt Schedule
2018 DEQ R11751		126,579	126,011	125,437	124,857	124,272	123,681	123,083	122,473	0	0	0	Debt Schedule
Assumed Low Interest Loan		0	0	214,250	428,500	428,500	428,500	428,500	428,500	428,500	428,500	428,500	Calc'd @ 3% for 20 yrs
Assumed Revenue Bond - Hardesty		0	0	0	86,564	176,158	176,158	176,158	176,158	176,158	176,158	176,158	Calc'd @ 5% for 20 yrs
Assumed Revenue Bond		0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 5% for 20 yrs
Additional Long-Term Debt		0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 5% for 20 yrs
Total Debt Service		$174,279	$172,670	$385,250	$639,921	$728,930	$728,339	$727,741	$727,131	$604,658	$604,658	$604,658	
LESS: Other Funding													
Wastewater SDC Fund		$0	$0	$32,138	$64,275	$64,275	$64,275	$64,275	$64,275	$64,275	$64,275	$64,275	
Net Debt Service		**$174,279**	**$172,670**	**$353,112**	**$575,646**	**$664,655**	**$664,064**	**$663,466**	**$662,856**	**$540,383**	**$540,383**	**$540,383**	
Reserve Funding													
Wastewater Operating Fund		($512,876)	($74,689)	($106,140)	$101,015	($5,721)	$4,792	$33,566	$92,548	$88,405	$112,439	$141,276	
Wastewater SDC Fund		0	0	0	0	0	0	0	0	0	0	0	
Equipment Reserve		0	0	100,000	150,000	200,000	250,000	250,000	250,000	250,000	250,000	250,000	
Total Reserve Funding		**($512,876)**	**($74,689)**	**($6,140)**	**$251,015**	**$194,279**	**$254,792**	**$283,566**	**$342,548**	**$338,405**	**$362,439**	**$391,276**	
Total Revenue Requirement		**$6,995,978**	**$7,261,645**	**$7,767,321**	**$8,302,521**	**$8,881,297**	**$9,513,208**	**$9,921,945**	**$10,349,485**	**$10,796,491**	**$11,263,657**	**$11,786,467**	
Bal. / (Def.) of Funds		$0	($439,426)	($914,159)	($1,426,872)	($1,980,436)	($2,577,942)	($2,951,906)	($3,344,061)	($3,755,234)	($4,186,292)	($4,638,141)	
Plus: Additional Taxes		0	(35,154)	(73,133)	(114,150)	(158,435)	(206,235)	(236,152)	(267,525)	(300,419)	(334,903)	(371,051)	
Total Bal. / (Def.) of Funds		$0	($474,580)	($987,292)	($1,541,021)	($2,138,871)	($2,784,178)	($3,188,059)	($3,611,585)	($4,055,652)	($4,521,196)	($5,009,192)	
Balance a % of Rate Adj. Req'd		0.0%	7.0%	14.5%	22.5%	31.1%	40.3%	45.9%	51.7%	57.8%	64.1%	70.6%	
Proposed Rate Adjustment		**0.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**	**7.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**	
Months of Adjustment		*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	
Add'l Revenue with Rate Adj.		$0	$474,580	$987,292	$1,541,021	$2,138,871	$2,784,178	$3,188,059	$3,611,585	$4,055,652	$4,521,196	$5,009,192	
Bal. / (Def.) After Rate Adj.		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Add'l Rate Adj. Req'd		**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	

	Budgeted FY 2026	*Budgeted* FY 2027	*Projected* FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	*Notes*
Avg Residential Monthly Bill (400 CF)												
Customer Bill on Proposed Adj.	$33.94	$36.32	$38.86	$41.58	$44.49	$47.60	$49.51	$51.49	$53.55	$55.69	$57.92	
Bill Difference - Monthly		2.38	2.54	2.72	2.91	3.11	1.90	1.98	2.06	2.14	2.23	
Debt Service Coverage Ratio *(all debt)*												
Before Rate Adjustment	5.93	4.97	1.53	0.50	0.07	0.00	0.00	0.00	0.00	0.00	0.00	
After Proposed Rate Adjustment	5.93	7.72	4.09	2.91	3.01	3.47	3.59	3.76	4.70	4.84	4.95	
Reserve Funds												
Beginning Reserve Balance	**$7,800,915**	**$7,057,164**	**$6,222,863**	**$4,742,528**	**$3,081,482**	**$3,278,415**	**$3,533,335**	**$3,915,780**	**$4,358,964**	**$4,799,785**	**$5,266,441**	
Wastewater Operating Fund												
Beginning Balance	**$5,168,802**	**$4,288,426**	**$4,213,737**	**$3,697,255**	**$1,897,627**	**$1,891,906**	**$1,896,698**	**$1,930,264**	**$2,022,812**	**$2,111,217**	**$2,223,656**	
Plus: Additions	0	0	0	101,015	0	4,792	33,566	92,548	88,405	112,439	141,276	
Less: Uses of Funds	(880,376)	(74,689)	(516,482)	(1,900,643)	(5,721)	0	0	0	0	0	0	
Ending Balance	**$4,288,426**	**$4,213,737**	**$3,697,255**	**$1,897,627**	**$1,891,906**	**$1,896,698**	**$1,930,264**	**$2,022,812**	**$2,111,217**	**$2,223,656**	**$2,364,932**	
Minimum Target - 90 days O&M	*$1,470,218*	*$1,470,394*	*$1,544,859*	*$1,615,819*	*$1,688,255*	*$1,773,135*	*$1,860,125*	*$1,944,303*	*$2,035,740*	*$2,138,148*	*$2,259,254*	
Wastewater SDC Fund												
Beginning Balance	**$2,632,113**	**$2,768,738**	**$2,009,126**	**$945,273**	**$933,854**	**$936,508**	**$936,637**	**$1,035,516**	**$1,136,153**	**$1,238,569**	**$1,342,785**	
Plus: SDC Revenues	150,000	150,000	150,750	151,504	152,261	153,023	153,788	154,557	155,329	156,106	156,887	As Customer Growth
Proceeds	0	0	0	0	0	0	0	0	0	0	0	
Interest	110,000	27,687	20,091	9,453	9,339	9,365	9,366	10,355	11,362	12,386	33,570	
Less: Uses of Funds	(123,375)	(937,299)	(1,234,694)	(172,375)	(158,946)	(162,259)	(64,275)	(64,275)	(64,275)	(64,275)	(64,275)	
Ending Balance	**$2,768,738**	**$2,009,126**	**$945,273**	**$933,854**	**$936,508**	**$936,637**	**$1,035,516**	**$1,136,153**	**$1,238,569**	**$1,342,785**	**$1,468,967**	
Equipment Reserve												
Beginning Balance	**$0**	**$0**	**$0**	**$100,000**	**$250,000**	**$450,000**	**$700,000**	**$950,000**	**$1,200,000**	**$1,450,000**	**$1,700,000**	
Plus: Additions	0	0	100,000	150,000	200,000	250,000	250,000	250,000	250,000	250,000	250,000	
Less: Uses of Funds	0	0	0	0	0	0	0	0	0	0	0	
Ending Balance	**$0**	**$0**	**$100,000**	**$250,000**	**$450,000**	**$700,000**	**$950,000**	**$1,200,000**	**$1,450,000**	**$1,700,000**	**$1,950,000**	
Ending Reserve Balance	**$7,057,164**	**$6,222,863**	**$4,742,528**	**$3,081,482**	**$3,278,415**	**$3,533,335**	**$3,915,780**	**$4,358,964**	**$4,799,785**	**$5,266,441**	**$5,783,899**	

City of Ashland
Wastewater Rate Study
Capital Improvement Plan
Exhibit 4

Inflation = 3.5%

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	Total	*Notes*
Wastewater Treatment Plant Capital Improvement Projects													
Membrane Replacement (Two Trains)	$1,000,000	$0	$535,613	$1,108,718	$0	$0	$0	$0	$0	$0	$0	**$2,644,330**	
Aeration Basin Mixer Replacement	150,000	155,250	160,684	166,308	0	0	0	0	0	0	0	**632,241**	
WWTP Process Improvements (Headworks)	0	3,750,000	3,750,000	0	0	0	0	0	0	0	0	**7,500,000**	
WWTP Process Improvements (Harmonics/Telemetry)	275,000	0	0	0	0	0	0	0	0	0	0	**275,000**	
Secondary Clarifier 2 Improvements	397,500	411,413	0	0	0	0	0	0	0	0	0	**808,913**	
Centrifuge Replacement	0	0	107,123	554,359	0	0	0	0	0	0	0	**661,481**	
Total Wastewater Treatment Plant Capital Improvement Projects	**$1,822,500**	**$4,316,663**	**$4,553,419**	**$1,829,384**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,521,966**	
Wastewater Collection System													
Hardesty Site Development & Equipment Storage	$0	$0	$1,078,779	$1,116,537	$0	$0	$0	$0	$0	$0	$0	**$2,195,316**	
Wastewater Miscellaneous Trenchless Pipe Lining	500,000	0	0	554,359	0	0	0	0	0	0	0	**1,054,359**	
Upsize Bear Creek Interceptor	0	414,000	856,980	0	0	0	0	0	0	0	0	**1,270,980**	
Upsize Capacity of Ashland Creek Lift Station	0	0	0	0	631,138	653,227	0	0	0	0	0	**1,284,365**	
Total Wastewater Collection System	**$500,000**	**$414,000**	**$1,935,759**	**$1,670,895**	**$631,138**	**$653,227**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,805,020**	
Ongoing Capital Projects	$0	$44,137	$0	$0	$88,533	$294,757	$875,000	$900,000	$1,100,000	$1,125,000	$1,125,000	**$5,552,427**	
Transfer to Reserves	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	
Total Capital Improvement Projects	**$2,322,500**	**$4,774,799**	**$6,489,178**	**$3,500,280**	**$719,671**	**$947,984**	**$875,000**	**$900,000**	**$1,100,000**	**$1,125,000**	**$1,125,000**	**$23,879,412**	
Less: Outside Funding Sources													
Wastewater Operating Fund	$367,500	$0	$410,342	$1,900,643	$0	$0	$0	$0	$0	$0	$0	$2,678,485	
Wastewater SDC Fund	123,375	937,299	1,202,557	108,100	94,671	97,984	0	0	0	0	0	2,563,986	
Equipment Reserve Funding	1,000,000	0	0	0	0	0	0	0	0	0	0	1,000,000	
Proceeds from Debt Issuance	0	0	0	0	0	0	0	0	0	0	0	0	
Assumed Low Interest Loan	0	3,187,500	3,187,500	0	0	0	0	0	0	0	0	6,375,000	
Assumed Revenue Bond - Hardesty	0	0	1,078,779	1,116,537	0	0	0	0	0	0	0	2,195,316	
Assumed Revenue Bond	0	0	0	0	0	0	0	0	0	0	0	0	
Additional Revenue Bonds	0	0	0	0	0	0	0	0	0	0	0	0	
Total Funding Sources	**$1,490,875**	**$4,124,799**	**$5,879,178**	**$3,125,280**	**$94,671**	**$97,984**	**$0**	**$0**	**$0**	**$0**	**$0**	**$14,812,787**	
Rate Funded Capital	**$831,625**	**$650,000**	**$610,000**	**$375,000**	**$625,000**	**$850,000**	**$875,000**	**$900,000**	**$1,100,000**	**$1,125,000**	**$1,125,000**	**$9,066,625**	

City of Ashland
Wastewater Rate Study
Debt Schedule
Exhibit 5

	2013 New Construction		2018 DEQ R11751		
	Sewer %	Payment	Sewer %	Payment	Total
FY 2026	100.0%	$47,700	100.0%	$126,579	**$174,279**
FY 2027	100.0%	46,659	100.0%	126,011	**172,670**
FY 2028	100.0%	45,563	100.0%	125,437	**171,000**
FY 2029			100.0%	124,857	**124,857**
FY 2030			100.0%	124,272	**124,272**
FY 2031			100.0%	123,681	**123,681**
FY 2032			100.0%	123,083	**123,083**
FY 2033			100.0%	122,473	**122,473**
FY 2034					**0**
FY 2035					**0**
FY 2036					**0**
FY 2037					**0**
FY 2038					**0**
FY 2039					**0**
FY 2040					**0**
FY 2041					**0**
FY 2042					**0**
FY 2043					**0**
FY 2044					**0**
FY 2045					**0**
Total Debt Service		**$139,922**		**$996,393**	**$1,136,315**

Source: City provided debt service schedules

City of Ashland
Wastewater Rate Study
Revenues at Present Rates
Exhibit 6

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Residential														
Service Charge	*$ / Month*													
Monthly Service Charge	$33.94	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373
		7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373
Total Service Charge Revenue		$250,240	$250,240	$250,240	$250,240	$250,240	$250,240	$250,240	$250,240	$250,240	$250,240	$250,240	$250,240	$3,002,875
Quantity Charge	*$ / CF*													
0 - 400 CF up to Winter Water Average	$0.00000	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	2,122,665	25,471,980
400+ CF up to Winter Water Average	0.05064	576,997	576,997	576,997	576,997	576,997	576,997	576,997	576,997	576,997	576,997	576,997	576,997	6,923,964
		2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	32,395,944
Total Quantity Charge Revenue		$29,219	$29,219	$29,219	$29,219	$29,219	$29,219	$29,219	$29,219	$29,219	$29,219	$29,219	$29,219	$350,630
Total Residential Revenue		**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$279,459**	**$3,353,505**
Multi-Family														
Service Charge	*$ / Month*													
Number of Accounts		683	683	683	683	683	683	683	683	683	683	683	683	683
Monthly Service Charge - Units	$33.94	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476
		3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476
Total Service Charge Revenue		$117,975	$117,975	$117,975	$117,975	$117,975	$117,975	$117,975	$117,975	$117,975	$117,975	$117,975	$117,975	$1,415,705
Quantity Charge	*$ / CF*													
0 - 400 CF up to Winter Water Average	$0.00000	244,687	244,687	244,687	244,687	244,687	244,687	244,687	244,687	244,687	244,687	244,687	244,687	2,936,240
400+ CF up to Winter Water Average	0.05064	833,039	833,039	833,039	833,039	833,039	833,039	833,039	833,039	833,039	833,039	833,039	833,039	9,996,468
		1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	12,932,708
Total Quantity Charge Revenue		$42,185	$42,185	$42,185	$42,185	$42,185	$42,185	$42,185	$42,185	$42,185	$42,185	$42,185	$42,185	$506,221
Total Multi-Family Revenue		**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$160,161**	**$1,921,926**

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Commercial														
Service Charge	*$ / Month*													
Monthly Service Charge	$35.41	670	670	670	670	670	670	670	670	670	670	670	670	670
		670	670	670	670	670	670	670	670	670	670	670	670	670
Total Service Charge Revenue		$23,725	$23,725	$23,725	$23,725	$23,725	$23,725	$23,725	$23,725	$23,725	$23,725	$23,725	$23,725	$284,696
Quantity Charge	*$ / CF*													
Actual Monthly Consumption	$0.05621	1,727,834	2,031,266	2,187,757	1,555,766	1,330,897	1,265,129	1,229,198	1,027,138	916,845	966,435	1,204,606	1,592,591	17,035,461
		1,727,834	2,031,266	2,187,757	1,555,766	1,330,897	1,265,129	1,229,198	1,027,138	916,845	966,435	1,204,606	1,592,591	17,035,461
Total Quantity Charge Revenue		$97,122	$114,177	$122,974	$87,450	$74,810	$71,113	$69,093	$57,735	$51,536	$54,323	$67,711	$89,520	$957,563
Total Commercial Revenue		**$120,846**	**$137,902**	**$146,699**	**$111,174**	**$98,534**	**$94,838**	**$92,818**	**$81,460**	**$75,261**	**$78,048**	**$91,436**	**$113,244**	**$1,242,260**
Governmental														
Service Charge	*$ / Month*													
Monthly Service Charge	$35.41	46	46	46	46	46	46	46	46	46	46	46	46	46
		46	46	46	46	46	46	46	46	46	46	46	46	46
Total Service Charge Revenue		$1,629	$1,629	$1,629	$1,629	$1,629	$1,629	$1,629	$1,629	$1,629	$1,629	$1,629	$1,629	$19,546
Quantity Charge	*$ / CF*													
Actual Monthly Consumption	$0.05621	182,327	195,932	185,768	219,163	258,174	344,800	234,991	282,847	225,637	223,285	274,360	295,846	2,923,130
		182,327	195,932	185,768	219,163	258,174	344,800	234,991	282,847	225,637	223,285	274,360	295,846	2,923,130
Total Quantity Charge Revenue		$10,249	$11,013	$10,442	$12,319	$14,512	$19,381	$13,209	$15,899	$12,683	$12,551	$15,422	$16,629	$164,309
Total Governmental Revenue		**$11,877**	**$12,642**	**$12,071**	**$13,948**	**$16,141**	**$21,010**	**$14,838**	**$17,528**	**$14,312**	**$14,180**	**$17,051**	**$18,258**	**$183,855**
Municipal														
Service Charge	*$ / Month*													
Monthly Service Charge	$35.41	35	35	35	35	35	35	35	35	35	35	35	35	35
		35	35	35	35	35	35	35	35	35	35	35	35	35
Total Service Charge Revenue		$1,239	$1,239	$1,239	$1,239	$1,239	$1,239	$1,239	$1,239	$1,239	$1,239	$1,239	$1,239	$14,872
Quantity Charge	*$ / CF*													
Actual Monthly Consumption	$0.05621	55,529	59,095	67,367	57,113	64,411	32,724	24,002	36,813	24,241	27,404	32,453	44,730	525,881
		55,529	59,095	67,367	57,113	64,411	32,724	24,002	36,813	24,241	27,404	32,453	44,730	525,881
Total Quantity Charge Revenue		$3,121	$3,322	$3,787	$3,210	$3,621	$1,839	$1,349	$2,069	$1,363	$1,540	$1,824	$2,514	$29,560
Total Municipal Revenue		**$4,361**	**$4,561**	**$5,026**	**$4,450**	**$4,860**	**$3,079**	**$2,589**	**$3,309**	**$2,602**	**$2,780**	**$3,064**	**$3,754**	**$44,432**

City of Ashland
Wastewater Rate Study
Revenues at Present Rates
Exhibit 6

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Summary													
Customers													
Residential	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373	7,373
Multi-Family	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476	3,476
Commercial	670	670	670	670	670	670	670	670	670	670	670	670	670
Governmental	46	46	46	46	46	46	46	46	46	46	46	46	46
Municipal	35	35	35	35	35	35	35	35	35	35	35	35	35
Total Number of Customers	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**	**11,600**
Volume													
Residential	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	2,699,662	32,395,944
Multi-Family	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	1,077,726	12,932,708
Commercial	1,727,834	2,031,266	2,187,757	1,555,766	1,330,897	1,265,129	1,229,198	1,027,138	916,845	966,435	1,204,606	1,592,591	17,035,461
Governmental	182,327	195,932	185,768	219,163	258,174	344,800	234,991	282,847	225,637	223,285	274,360	295,846	2,923,130
Municipal	55,529	59,095	67,367	57,113	64,411	32,724	24,002	36,813	24,241	27,404	32,453	44,730	525,881
Total Volume	**5,743,077**	**6,063,681**	**6,218,280**	**5,609,430**	**5,430,870**	**5,420,040**	**5,265,578**	**5,124,185**	**4,944,110**	**4,994,511**	**5,288,806**	**5,710,554**	**65,813,123**
Revenues													
Residential	$279,459	$279,459	$279,459	$279,459	$279,459	$279,459	$279,459	$279,459	$279,459	$279,459	$279,459	$279,459	$3,353,505
Multi-Family	160,161	160,161	160,161	160,161	160,161	160,161	160,161	160,161	160,161	160,161	160,161	160,161	1,921,926
Commercial	120,846	137,902	146,699	111,174	98,534	94,838	92,818	81,460	75,261	78,048	91,436	113,244	1,242,260
Governmental	11,877	12,642	12,071	13,948	16,141	21,010	14,838	17,528	14,312	14,180	17,051	18,258	183,855
Municipal	4,361	4,561	5,026	4,450	4,860	3,079	2,589	3,309	2,602	2,780	3,064	3,754	44,432
Total Revenues	**$576,704**	**$594,725**	**$603,415**	**$569,191**	**$559,154**	**$558,546**	**$549,863**	**$541,916**	**$531,794**	**$534,627**	**$551,169**	**$574,875**	**$6,745,978**

FY 2025 Actual	$6,433,948
Difference	*$312,030*
Percent	4.8%
FY 2026 Budget	$6,505,000
Difference	*$240,978*
Percent	3.7%
FY 2027 Budget	$6,630,000
Difference	*$115,978*
Percent	1.7%

City of Ashland
Wastewater Rate Study
Volume Distribution Factor
Exhibit 7

	Annual Flow (CF)	15.0% Inflow and Infiltration [1]	Total Annual Flow at Plant (CF)	Avg. Daily Flow @ Plant (mgd)	% of Total
Residential	32,395,944	4,859,392	37,255,336	0.76	49.2%
Multi-Family	12,932,708	1,939,906	14,872,614	0.30	19.7%
Commercial	17,035,461	2,555,319	19,590,780	0.40	25.9%
Governmental	2,923,130	438,469	3,361,599	0.07	4.4%
Municipal	525,881	78,882	604,763	0.01	0.8%
Total	**65,813,123**	**9,871,968**	**75,685,091**	**1.55**	**100.0%**

(VOL)

Notes

[1] - Estimated

City of Ashland
Wastewater Rate Study
Customer Distribution Factors
Exhibit 8

	Actual Customer		*Cust. Serv. & Acntg*	
	Number of Account [1]	**% of Total**	**Number of Living Units** [1]	**% of Total**
Residential	7,373	83.7%	7,373	63.6%
Multi-Family	683	7.8%	3,476	30.0%
Commercial	670	7.6%	670	5.8%
Governmental	46	0.5%	46	0.4%
Municipal	35	0.4%	35	0.3%
Total	**8,807**	**100.0%**	**11,600**	**100.0%**
		(AC)		***(WCA)***

Notes

[1] - Based on FY 2025 Billing Data

City of Ashland
Wastewater Rate Study
Strength Distribution Factors
Exhibit 9

	Biochemical Oxygen Demand				*Total Suspended Solids*		
	Daily Flow (mgd)	**Avg. Factor** (mg/l)	**Calculated Pounds** [1]	**% of Total**	**Avg. Factor** (mg/l)	**Calculated Pounds** [1]	**% of Total**
Residential	0.76	250	581,027	46.8%	250	581,027	46.8%
Multi-Family	0.30	250	231,950	18.7%	250	231,950	18.7%
Commercial	0.40	300	366,641	29.5%	300	366,641	29.5%
Governmental	0.07	250	52,427	4.2%	250	52,427	4.2%
Municipal	0.01	250	9,432	0.8%	250	9,432	0.8%
Total	**1.55**		**1,241,476**	**100.0%**		**1,241,476**	**100.0%**
				(BOD)			***(TSS)***

Notes

[1] - Calculated Pounds = Daily Flow * Factor * 8.34 (Lbs. / MGD)

City of Ashland
Wastewater Rate Study
Revenue Distribution Factor
Exhibit 10

	Projected FY 2027	% of Total
Residential	$3,370,273	49.7%
Multi-Family	1,931,536	28.5%
Commercial	1,248,471	18.4%
Governmental	184,775	2.7%
Municipal	44,654	0.7%
Total	**$6,779,708**	**100.0%**

(RR)

City of Ashland
Wastewater Rate Study
Exhibit 11
Net Plant in Service

	Net Plant 6/30/2025	Volume (VOL)	Bio-oxygen Demand (BOD)	Total Suspended Solids (TSS)	Customer Related: Actual Customer (AC)	Customer Related: Weighted Customer (WCA)	Revenue (RR)	Direct (DA)	Basis of Classification
Land									
Imperatrice Property	$950,338	$475,169	$237,585	$237,585	$0	$0	$0	$0	50.0% VOL 25.0% BOD 25.0% TSS
1291 Oak Street	1,200,000	600,000	300,000	300,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Total Land	**$2,150,338**	**$1,075,169**	**$537,585**	**$537,585**	**$0**	**$0**	**$0**	**$0**	
Buildings									
Roof Anarobic Digester	$70,881	$35,440	$17,720	$17,720	$0	$0	$0	$0	50.0% VOL 25.0% BOD 25.0% TSS
RAS/WAS Building	496,464	248,232	124,116	124,116	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Pump Station	1,059,124	847,299	0	0	0	211,825	0	0	80.0% VOL 20.0% WCA
UV Building	1,844,341	922,171	461,085	461,085	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Membrane Filter Building	5,756,894	2,878,447	1,439,224	1,439,224	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
De Watering Building	1,802,266	901,133	450,566	450,566	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Total Buildings	**$11,029,970**	**$5,832,722**	**$2,492,712**	**$2,492,712**	**$0**	**$211,825**	**$0**	**$0**	
Equipment									
Wastewater Bareshaft Pump (2011)	$1,446	$723	$362	$362	$0	$0	$0	$0	50.0% VOL 25.0% BOD 25.0% TSS
Waste Pump, Vogelsang VX-100-90Q	941	471	235	235	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
6x6 Speedshore Hyrdaulic Shield	0	0	0	0	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Vogelsang VX100 Waste Pump	1,569	784	392	392	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
2013 Yale Electric Lift Truck	2,925	1,463	731	731	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
2 Ton Electric Hoist	1,032	516	258	258	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
2 Ton Adjustable Height Steel Gantry	1,180	590	295	295	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
WWTP Centrifuge Replacement	298,948	149,474	74,737	74,737	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Total Equipment	**$308,041**	**$154,020**	**$77,010**	**$77,010**	**$0**	**$0**	**$0**	**$0**	

	Net Plant 6/30/2025	Volume *(VOL)*	Bio-oxygen Demand *(BOD)*	Total Suspended Solids *(TSS)*	*Customer Related* Actual Customer *(AC)*	Weighted Customer *(WCA)*	Revenue *(RR)*	Direct *(DA)*	*Basis of Classification*
Improvements									
Peachey/Paradise	$11,072	$9,411	$0	$0	$0	$1,661	$0	$0	85.0% VOL 15.0% WCA
Peachey/Paradise	2,957	2,514	0	0	0	444	0	0	85.0% VOL 15.0% WCA
Peachey/Paradise	2,784	2,367	0	0	0	418	0	0	85.0% VOL 15.0% WCA
Ann St. Storm Drain, Bear Cr. Trunk Swr II	27,015	22,962	0	0	0	4,052	0	0	85.0% VOL 15.0% WCA
Sub Maidson	612	520	0	0	0	92	0	0	85.0% VOL 15.0% WCA
Sub Mountain Ranch	271	231	0	0	0	41	0	0	85.0% VOL 15.0% WCA
Sub Mountain Ranch	1,161	987	0	0	0	174	0	0	85.0% VOL 15.0% WCA
Sub Grizzly Industrial Park	2,543	2,161	0	0	0	381	0	0	85.0% VOL 15.0% WCA
Sub Benner	1,725	1,466	0	0	0	259	0	0	85.0% VOL 15.0% WCA
Sub Old Helman Ranch	1,754	1,491	0	0	0	263	0	0	85.0% VOL 15.0% WCA
Sub Old Helman Ranch	3,380	2,873	0	0	0	507	0	0	85.0% VOL 15.0% WCA
Sub Sleepy Hallow	1,862	1,583	0	0	0	279	0	0	85.0% VOL 15.0% WCA
Sub Agape	1,562	1,328	0	0	0	234	0	0	85.0% VOL 15.0% WCA
Sub Agape	4,899	4,164	0	0	0	735	0	0	85.0% VOL 15.0% WCA
Sub Deer Ridge Terrace	3,163	2,689	0	0	0	474	0	0	85.0% VOL 15.0% WCA
Sub Meadowbrook	1,081	919	0	0	0	162	0	0	85.0% VOL 15.0% WCA
Sub Meadowbrook	2,623	2,230	0	0	0	393	0	0	85.0% VOL 15.0% WCA
Sub Sunnyview Heights	1,622	1,379	0	0	0	243	0	0	85.0% VOL 15.0% WCA
Sub Sunnyview Heights	2,754	2,341	0	0	0	413	0	0	85.0% VOL 15.0% WCA
Sub C&C	1,703	1,447	0	0	0	255	0	0	85.0% VOL 15.0% WCA
Sub Gross Heights	2,331	1,981	0	0	0	350	0	0	85.0% VOL 15.0% WCA
Sub Cedar Way	3,265	2,775	0	0	0	490	0	0	85.0% VOL 15.0% WCA
Sub Cedar Way	6,206	5,275	0	0	0	931	0	0	85.0% VOL 15.0% WCA
Sub Jessica Lane	18,433	15,668	0	0	0	2,765	0	0	85.0% VOL 15.0% WCA
Sub Applewood	17,310	14,713	0	0	0	2,596	0	0	85.0% VOL 15.0% WCA
Sub Applewood	19,741	16,780	0	0	0	2,961	0	0	85.0% VOL 15.0% WCA
Sub Y.M.C.A P.U.D.	23,549	20,017	0	0	0	3,532	0	0	85.0% VOL 15.0% WCA
Sub Halma Village	8,690	7,387	0	0	0	1,304	0	0	85.0% VOL 15.0% WCA
Sub Royal Oaks Estates	53,204	45,223	0	0	0	7,981	0	0	85.0% VOL 15.0% WCA
Sub Tolman Creek Meadows	84,270	71,630	0	0	0	12,641	0	0	85.0% VOL 15.0% WCA
Sub Vanderlind Homes	14,001	11,901	0	0	0	2,100	0	0	85.0% VOL 15.0% WCA
Sub Vanderlind Homes	25,611	21,769	0	0	0	3,842	0	0	85.0% VOL 15.0% WCA
Sub Weller Lane	74,203	63,072	0	0	0	11,130	0	0	85.0% VOL 15.0% WCA
Sub Weller Lane	16,124	13,705	0	0	0	2,419	0	0	85.0% VOL 15.0% WCA
Sub Canyon Park P.U.D. Phase	12,229	10,395	0	0	0	1,834	0	0	85.0% VOL 15.0% WCA
Sub Canyon Park P.U.D. Phase	32,114	27,297	0	0	0	4,817	0	0	85.0% VOL 15.0% WCA
Sub Glennvista Estates P.U.D.	20,709	17,603	0	0	0	3,106	0	0	85.0% VOL 15.0% WCA
Sub Glennvista Estates P.U.D.	25,062	21,303	0	0	0	3,759	0	0	85.0% VOL 15.0% WCA

	Net Plant 6/30/2025	Volume (VOL)	Bio-oxygen Demand (BOD)	Total Suspended Solids (TSS)	Customer Related: Actual Customer (AC)	Customer Related: Weighted Customer (WCA)	Revenue (RR)	Direct (DA)	Basis of Classification
Sub Grizzly Meadows P.U.D.	9,740	8,279	0	0	0	1,461	0	0	85.0% VOL 15.0% WCA
Sub Grizzly Meadows P.U.D.	25,760	21,896	0	0	0	3,864	0	0	85.0% VOL 15.0% WCA
Sub Meadowhawk	42,305	35,959	0	0	0	6,346	0	0	85.0% VOL 15.0% WCA
Sub Mill Pond (Phase 1-5)	52,408	44,547	0	0	0	7,861	0	0	85.0% VOL 15.0% WCA
Sub Mill Pond (Phase 1-5)	177,017	150,465	0	0	0	26,553	0	0	85.0% VOL 15.0% WCA
Sub Viewpointe Terrace	12,500	10,625	0	0	0	1,875	0	0	85.0% VOL 15.0% WCA
Sub Viewpointe Terrace	27,226	23,142	0	0	0	4,084	0	0	85.0% VOL 15.0% WCA
Sub Woodside P.U.D.	23,970	20,375	0	0	0	3,596	0	0	85.0% VOL 15.0% WCA
Sub Woodside P.U.D.	36,999	31,449	0	0	0	5,550	0	0	85.0% VOL 15.0% WCA
Sub Laurel Street	38,137	32,417	0	0	0	5,721	0	0	85.0% VOL 15.0% WCA
Sub Oak Knoll Meadows	67,480	57,358	0	0	0	10,122	0	0	85.0% VOL 15.0% WCA
Sub Park Estates	82,204	69,874	0	0	0	12,331	0	0	85.0% VOL 15.0% WCA
Sub Patterson St	13,252	11,264	0	0	0	1,988	0	0	85.0% VOL 15.0% WCA
Sub Patterson St	20,803	17,683	0	0	0	3,121	0	0	85.0% VOL 15.0% WCA
Sub Ashland Meadows Village	67,418	57,305	0	0	0	10,113	0	0	85.0% VOL 15.0% WCA
Sub Clay Creek Estates	20,420	17,357	0	0	0	3,063	0	0	85.0% VOL 15.0% WCA
Sub Clay Creek Estates	34,369	29,214	0	0	0	5,155	0	0	85.0% VOL 15.0% WCA
Sub Oak Creek P.C.	44,830	38,105	0	0	0	6,724	0	0	85.0% VOL 15.0% WCA
Sub Thomas P.C.	35,950	30,558	0	0	0	5,393	0	0	85.0% VOL 15.0% WCA
Sub Barrington Place	24,375	20,719	0	0	0	3,656	0	0	85.0% VOL 15.0% WCA
Sub Clay Creek Phase II	52,911	44,974	0	0	0	7,937	0	0	85.0% VOL 15.0% WCA
Sub Greensprings Phase III	20,313	17,266	0	0	0	3,047	0	0	85.0% VOL 15.0% WCA
Sub Mill Pond Phase VI	17,997	15,298	0	0	0	2,700	0	0	85.0% VOL 15.0% WCA
Sub Oak Creek	49,141	41,769	0	0	0	7,371	0	0	85.0% VOL 15.0% WCA
Pump Station	10,892	9,259	0	0	0	1,634	0	0	85.0% VOL 15.0% WCA
Sewer Mains	3,256	2,768	0	0	0	488	0	0	85.0% VOL 15.0% WCA
Sewer Mains	123	105	0	0	0	18	0	0	85.0% VOL 15.0% WCA
Sewer Mains	2,067	1,757	0	0	0	310	0	0	85.0% VOL 15.0% WCA
Sewer Mains	4,177	3,551	0	0	0	627	0	0	85.0% VOL 15.0% WCA
Sewer Mains	5,805	4,935	0	0	0	871	0	0	85.0% VOL 15.0% WCA
Sewer Mains	4,022	3,419	0	0	0	603	0	0	85.0% VOL 15.0% WCA
Sewer Mains	10,494	8,920	0	0	0	1,574	0	0	85.0% VOL 15.0% WCA
Sewer Mains	5,090	4,327	0	0	0	764	0	0	85.0% VOL 15.0% WCA
Sewer Mains	3,439	2,923	0	0	0	516	0	0	85.0% VOL 15.0% WCA
Sewer Mains	6,047	5,140	0	0	0	907	0	0	85.0% VOL 15.0% WCA
Sewer Mains	2,755	2,342	0	0	0	413	0	0	85.0% VOL 15.0% WCA
Sewer Mains	3,908	3,322	0	0	0	586	0	0	85.0% VOL 15.0% WCA
Sewer Mains	5,495	4,671	0	0	0	824	0	0	85.0% VOL 15.0% WCA

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Sub Clear Creek	5,969	5,074	0	0	0	895	0	0	85.0% VOL 15.0% WCA
Sub South Valley Bus Park	10,085	8,573	0	0	0	1,513	0	0	85.0% VOL 15.0% WCA
Sub - Ashland Audubon	3,456	2,938	0	0	0	518	0	0	85.0% VOL 15.0% WCA
Sub - Ashland Parkview	3,245	2,758	0	0	0	487	0	0	85.0% VOL 15.0% WCA
Odor Control Facility Project	47,777	23,888	11,944	11,944	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
North Mountain Sewer Lid	25,882	22,000	0	0	0	3,882	0	0	85.0% VOL 15.0% WCA
North Mountain Sewer Lid	8,108	6,892	0	0	0	1,216	0	0	85.0% VOL 15.0% WCA
North Mountain Sewer Lid	3,961	3,367	0	0	0	594	0	0	85.0% VOL 15.0% WCA
North Mountain Sewer Lid	2,204	1,874	0	0	0	331	0	0	85.0% VOL 15.0% WCA
Granite St. to Wtr Fltr Plnt San. Swr	13,946	11,854	0	0	0	2,092	0	0	85.0% VOL 15.0% WCA
Sub - Ashland Audubon Ph II	3,784	3,216	0	0	0	568	0	0	85.0% VOL 15.0% WCA
Sub - Mountain Meadows Ph I	8,101	6,886	0	0	0	1,215	0	0	85.0% VOL 15.0% WCA
Sub - Oak Knoll Meadows PH IV	2,586	2,198	0	0	0	388	0	0	85.0% VOL 15.0% WCA
Sub - Scenic Heights	2,957	2,514	0	0	0	444	0	0	85.0% VOL 15.0% WCA
Sub - West Bellview	2,284	1,941	0	0	0	343	0	0	85.0% VOL 15.0% WCA
N. Main to Walnut	15,837	13,461	0	0	0	2,376	0	0	85.0% VOL 15.0% WCA
Seventh to Morton	20,477	17,406	0	0	0	3,072	0	0	85.0% VOL 15.0% WCA
Lid - Strawberry/Westwood	36,426	30,962	0	0	0	5,464	0	0	85.0% VOL 15.0% WCA
Sub - Ashland Village	22,486	19,113	0	0	0	3,373	0	0	85.0% VOL 15.0% WCA
Sub - Mtn. Meadows Ph II	18,057	15,349	0	0	0	2,709	0	0	85.0% VOL 15.0% WCA
Sub - Mtn. Meadows Ph III	14,007	11,906	0	0	0	2,101	0	0	85.0% VOL 15.0% WCA
Sub - Skycrest Hills Ph I	6,364	5,410	0	0	0	955	0	0	85.0% VOL 15.0% WCA
N. Mtn Lift Station - Flood	5,237	4,452	0	0	0	786	0	0	85.0% VOL 15.0% WCA
Sub - Ashland Meadows Village	2,683	2,280	0	0	0	402	0	0	85.0% VOL 15.0% WCA
Sub - Ashland Willows	5,956	5,062	0	0	0	893	0	0	85.0% VOL 15.0% WCA
Sub - Blossom View Estates	27,139	23,068	0	0	0	4,071	0	0	85.0% VOL 15.0% WCA
Sub - Chataqua Trace Ph 1	31,910	27,123	0	0	0	4,786	0	0	85.0% VOL 15.0% WCA
Sub - Eagle Creek	4,856	4,127	0	0	0	728	0	0	85.0% VOL 15.0% WCA
Sub - Mountain Creek Estates	26,264	22,325	0	0	0	3,940	0	0	85.0% VOL 15.0% WCA
Sub - Lithia Park Village PUD	21,430	18,215	0	0	0	3,214	0	0	85.0% VOL 15.0% WCA
Sub - Lithai Park Village PUD	4,873	4,142	0	0	0	731	0	0	85.0% VOL 15.0% WCA
Sub - Great Oaks	10,258	8,720	0	0	0	1,539	0	0	85.0% VOL 15.0% WCA
Sub - Pineview Estates	4,464	3,795	0	0	0	670	0	0	85.0% VOL 15.0% WCA
Sub - Siskiyou South	8,622	7,329	0	0	0	1,293	0	0	85.0% VOL 15.0% WCA
Sub - Skycrest Hills Ph II	10,489	8,916	0	0	0	1,573	0	0	85.0% VOL 15.0% WCA
Union St. - Siskiyou to Auburn	26,560	22,576	0	0	0	3,984	0	0	85.0% VOL 15.0% WCA
Berm Wall	3,206	1,603	802	802	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Rock Wall - Waterline Road	11,418	9,705	0	0	0	1,713	0	0	85.0% VOL 15.0% WCA
Airport Sanitary Sewer Line	63,337	53,836	0	0	0	9,501	0	0	85.0% VOL 15.0% WCA
Sub - Birchwood	5,199	4,419	0	0	0	780	0	0	85.0% VOL 15.0% WCA
Sub - Clay Creek Gardens	18,216	15,483	0	0	0	2,732	0	0	85.0% VOL 15.0% WCA
Sub - Park Ridge	5,615	4,773	0	0	0	842	0	0	85.0% VOL 15.0% WCA
Service Installations	17,759	15,095	0	0	0	2,664	0	0	85.0% VOL 15.0% WCA
Wightman - Lee to Iowa	16,011	13,609	0	0	0	2,402	0	0	85.0% VOL 15.0% WCA
Subdivision - Ashland Meadows	15,623	13,280	0	0	0	2,344	0	0	85.0% VOL 15.0% WCA
Subdivision - Eastfield	4,441	3,775	0	0	0	666	0	0	85.0% VOL 15.0% WCA
Subdivision - Hal/Milton Creek	4,233	3,598	0	0	0	635	0	0	85.0% VOL 15.0% WCA
Subdivision - Plum Ridge	3,830	3,255	0	0	0	574	0	0	85.0% VOL 15.0% WCA
Subdivision - Roca Ponds	4,012	3,410	0	0	0	602	0	0	85.0% VOL 15.0% WCA

City of Ashland
Wastewater Rate Study
Exhibit 11
Net Plant in Service

	Net Plant 6/30/2025	Volume (VOL)	Bio-oxygen Demand (BOD)	Total Suspended Solids (TSS)	*Customer Related* Actual Customer (AC)	*Customer Related* Weighted Customer (WCA)	Revenue (RR)	Direct (DA)	Basis of Classification
Siskiyou Blvd. San Sewer	49,704	42,248	0	0	0	7,456	0	0	85.0% VOL 15.0% WCA
Bear Creek Trunk Line	53,817	45,744	0	0	0	8,073	0	0	85.0% VOL 15.0% WCA
South Mountain to Siskiyou	12,646	10,749	0	0	0	1,897	0	0	85.0% VOL 15.0% WCA
Headworks	66,704	33,352	16,676	16,676	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Oxidation Ditches	1,687,979	843,989	421,995	421,995	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Yard Piping & Misc Construction	4,123,881	2,061,940	1,030,970	1,030,970	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Sub - Clay Creek Gardens Ph II	14,882	12,650	0	0	0	2,232	0	0	85.0% VOL 15.0% WCA
Sub - The Oaks of Ashland	35,246	29,959	0	0	0	5,287	0	0	85.0% VOL 15.0% WCA
Sub - Oak Lawn Phase V	3,927	3,338	0	0	0	589	0	0	85.0% VOL 15.0% WCA
Belt Press	88,683	44,342	22,171	22,171	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
20 Service Installations	15,740	7,870	3,935	3,935	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Oxidation Ditch #2	419,806	209,903	104,951	104,951	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Granite Street Sewer Line	86,143	73,221	0	0	0	12,921	0	0	85.0% VOL 15.0% WCA
Bear Creek Trunk Phase IV	46,829	39,804	0	0	0	7,024	0	0	85.0% VOL 15.0% WCA
Beach Street	10,526	8,947	0	0	0	1,579	0	0	85.0% VOL 15.0% WCA
20 Service Installations	11,056	5,528	2,764	2,764	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
9 Manhole Installations	11,394	9,685	0	0	0	1,709	0	0	85.0% VOL 15.0% WCA
Sub - Billings Ranch	83,480	70,958	0	0	0	12,522	0	0	85.0% VOL 15.0% WCA
Sub - Bud's Dairy	20,415	17,353	0	0	0	3,062	0	0	85.0% VOL 15.0% WCA
Sub - Quinn	7,578	6,442	0	0	0	1,137	0	0	85.0% VOL 15.0% WCA
Sub - Riverwalk	41,507	35,281	0	0	0	6,226	0	0	85.0% VOL 15.0% WCA
Sub - Riverwalk	22,338	18,987	0	0	0	3,351	0	0	85.0% VOL 15.0% WCA
Sub - Strawberry Meadows	10,935	9,295	0	0	0	1,640	0	0	85.0% VOL 15.0% WCA
Subdivision - Hamilton Place	5,031	4,276	0	0	0	755	0	0	85.0% VOL 15.0% WCA
Subdivision - Hamilton Place	4,450	3,782	0	0	0	667	0	0	85.0% VOL 15.0% WCA
Subdivision - Deerfield Estates	7,583	6,446	0	0	0	1,137	0	0	85.0% VOL 15.0% WCA
Wetlands	277,430	138,715	69,358	69,358	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Capitalized Interest	249,180	124,590	62,295	62,295	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
2002 Sewer Project	129,782	64,891	32,445	32,445	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Bear Creek Trunk Sewer Ph 5	169,434	144,019	0	0	0	25,415	0	0	85.0% VOL 15.0% WCA
N. Main St. Pump Station	253,988	215,889	0	0	0	38,098	0	0	85.0% VOL 15.0% WCA
Geotechnical study Hosler Dam Stabilty	2,141	1,071	535	535	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Grand View Drive Sewer Pump Station	5,274	4,483	0	0	0	791	0	0	85.0% VOL 15.0% WCA
Nevada St. Sanitary Sewer PS	81,765	69,500	0	0	0	12,265	0	0	85.0% VOL 15.0% WCA
Ashland Creek Trunk Sewer Rehab	268,371	228,116	0	0	0	40,256	0	0	85.0% VOL 15.0% WCA
Creek Drive Pump Station	3,127	2,658	0	0	0	469	0	0	85.0% VOL 15.0% WCA
Glenwood Sewer Mainline	7,644	6,497	0	0	0	1,147	0	0	85.0% VOL 15.0% WCA
Bridge St. Sewer Mainline	10,454	8,886	0	0	0	1,568	0	0	85.0% VOL 15.0% WCA
Morton St Sewer Mainline	7,531	6,402	0	0	0	1,130	0	0	85.0% VOL 15.0% WCA
WWTP SCADA System	174,071	87,035	43,518	43,518	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Grandview Drive Sanitary Sewer Pump	212,812	180,890	0	0	0	31,922	0	0	85.0% VOL 15.0% WCA
WW Mainlinie Replacement - 6th St	13,674	11,623	0	0	0	2,051	0	0	85.0% VOL 15.0% WCA
WW Mainlinie Replacement - 21/22 Oak ST	16,113	13,696	0	0	0	2,417	0	0	85.0% VOL 15.0% WCA
WW Collection Rehabilitation	419,649	356,702	0	0	0	62,947	0	0	85.0% VOL 15.0% WCA
Total Improvements	**$11,485,054**	**$7,208,194**	**$1,824,359**	**$1,824,359**	**$0**	**$628,143**	**$0**	**$0**	
Plant Before General Plant	**$24,973,403**	**$14,270,105**	**$4,931,665**	**$4,931,665**	**$0**	**$839,968**	**$0**	**$0**	
Percent Plant Before General Plant	*100.0%*	*57.1%*	*19.7%*	*19.7%*	*0.0%*	*3.4%*	*0.0%*	*0.0%*	Factor PBG
General Plant									
General Plant Item 1	$0	$0	$0	$0	$0	$0	$0	$0	Factor PBG
General Plant Item 2	0	0	0	0	0	0	0	0	Factor PBG
Total General Plant	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Net Plant in Service	**$24,973,403**	**$14,270,105**	**$4,931,665**	**$4,931,665**	**$0**	**$839,968**	**$0**	**$0**	

	Test Year FY 2027	Volume (VOL)	*Strength Related* Biochemical Oxygen Demand (BOD)	*Strength Related* Total Suspended Solids (TSS)	Actual Customer (AC)	Customer Srvcs & Acctg (WCA)	Revenue Related (RR)	Direct Assignment (DA)	Basis of Classification
Wastewater Expenses									
Wastewater Collection Expenses - 86000									
Regular Employees	$547,346	$0	$0	$0	$0	$547,346	$0	$0	100.0% WCA
Sick Leave Pay Out	3,667	0	0	0	0	3,667	0	0	100.0% WCA
Vacation Pay Out	4,889	0	0	0	0	4,889	0	0	100.0% WCA
Temporary Employees	0	0	0	0	0	0	0	0	100.0% WCA
Overtime	1,735	0	0	0	0	1,735	0	0	100.0% WCA
Duty Pay	48,527	0	0	0	0	48,527	0	0	100.0% WCA
FICA/Medicare Contribution	40,666	0	0	0	0	40,666	0	0	100.0% WCA
PERS Employer's Share	54,278	0	0	0	0	54,278	0	0	100.0% WCA
PERS Employer's UAL Share	79,205	0	0	0	0	79,205	0	0	100.0% WCA
PERS Employee Share Paid by Cty/Pks	31,895	0	0	0	0	31,895	0	0	100.0% WCA
HRAVEBA	16,028	0	0	0	0	16,028	0	0	100.0% WCA
Deferred Comp	4,200	0	0	0	0	4,200	0	0	100.0% WCA
Other Benefits	2,128	0	0	0	0	2,128	0	0	100.0% WCA
Group Health Insurance	187,014	0	0	0	0	187,014	0	0	100.0% WCA
Workers Compensation	10,616	0	0	0	0	10,616	0	0	100.0% WCA
Office Supplies	1,000	0	0	0	0	1,000	0	0	100.0% WCA
Small Tools & Ops Supplies	5,000	4,250	0	0	0	750	0	0	85.0% VOL 15.0% WCA
Uniforms - Clothing	3,500	2,975	0	0	0	525	0	0	85.0% VOL 15.0% WCA
Uniforms - Other	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Technical Supplies	53,000	45,050	0	0	0	7,950	0	0	85.0% VOL 15.0% WCA
Chemicals	20,000	17,000	0	0	0	3,000	0	0	85.0% VOL 15.0% WCA
County Services	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Miscellaneous Supplies	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Books & Periodicals	100	85	0	0	0	15	0	0	85.0% VOL 15.0% WCA
Fuel	30,000	25,500	0	0	0	4,500	0	0	85.0% VOL 15.0% WCA
Building Maintenance	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Maintenance	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Electricity	4,600	3,910	0	0	0	690	0	0	85.0% VOL 15.0% WCA
Water	3,750	3,188	0	0	0	563	0	0	85.0% VOL 15.0% WCA
Wastewater & Other	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Disposal & Sanitary Service	1,500	1,275	0	0	0	225	0	0	85.0% VOL 15.0% WCA
Grounds Care	2,750	2,338	0	0	0	413	0	0	85.0% VOL 15.0% WCA
Infrastructure	45,000	38,250	0	0	0	6,750	0	0	85.0% VOL 15.0% WCA
Communications	6,000	5,100	0	0	0	900	0	0	85.0% VOL 15.0% WCA
Computers	3,000	2,550	0	0	0	450	0	0	85.0% VOL 15.0% WCA
Postage	600	510	0	0	0	90	0	0	85.0% VOL 15.0% WCA
Radios	1,200	1,020	0	0	0	180	0	0	85.0% VOL 15.0% WCA
Professional Services	23,500	19,975	0	0	0	3,525	0	0	85.0% VOL 15.0% WCA
Other	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Bad Debt Expense	23,500	19,975	0	0	0	3,525	0	0	85.0% VOL 15.0% WCA
Senior Discount	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Low Income Discount	14,070	11,960	0	0	0	2,111	0	0	85.0% VOL 15.0% WCA
Other	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Licensing	15,000	12,750	0	0	0	2,250	0	0	85.0% VOL 15.0% WCA
Internal Chg - Administrative Fee	177,950	151,258	0	0	0	26,693	0	0	85.0% VOL 15.0% WCA
Internal Chg - Insurance Svc	57,332	48,732	0	0	0	8,600	0	0	85.0% VOL 15.0% WCA
Internal Chg - Tech Debt	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Internal Chg - Fleet Maint	107,768	91,603	0	0	0	16,165	0	0	85.0% VOL 15.0% WCA
Internal Chg - Equip Replacmnt	160,013	136,011	0	0	0	24,002	0	0	85.0% VOL 15.0% WCA
Advertising	200	170	0	0	0	30	0	0	85.0% VOL 15.0% WCA
Personal Vehicle Mileage	600	510	0	0	0	90	0	0	85.0% VOL 15.0% WCA
Lodging	1,200	1,020	0	0	0	180	0	0	85.0% VOL 15.0% WCA
Meals	500	425	0	0	0	75	0	0	85.0% VOL 15.0% WCA
Training	5,000	4,250	0	0	0	750	0	0	85.0% VOL 15.0% WCA
Dues	1,200	1,020	0	0	0	180	0	0	85.0% VOL 15.0% WCA
Medical & Laboratory	0	0	0	0	0	0	0	0	85.0% VOL 15.0% WCA
Equipment	2,500	2,125	0	0	0	375	0	0	85.0% VOL 15.0% WCA
Capital Outlay	112,500	95,625	0	0	0	16,875	0	0	85.0% VOL 15.0% WCA
Total Wastewater Collection Expenses - 86000	**$1,916,027**	**$750,408**	**$0**	**$0**	**$0**	**$1,165,619**	**$0**	**$0**	

	Test Year FY 2027	Volume (VOL)	*Strength Related* Biochemical Oxygen Demand (BOD)	*Strength Related* Total Suspended Solids (TSS)	Actual Customer (AC)	Customer Srvcs & Acctg (WCA)	Revenue Related (RR)	Direct Assignment (DA)	Basis of Classification
Wastewater Treatment Expenses - 86100									
Regular Employees	$668,924	$0	$0	$0	$0	$668,924	$0	$0	100.0% WCA
Sick Leave Pay Out	4,502	0	0	0	0	4,502	0	0	100.0% WCA
Vacation Pay Out	6,003	0	0	0	0	6,003	0	0	100.0% WCA
Overtime	8,711	0	0	0	0	8,711	0	0	100.0% WCA
Duty Pay	34,762	0	0	0	0	34,762	0	0	100.0% WCA
FICA/Medicare Contribution	50,181	0	0	0	0	50,181	0	0	100.0% WCA
PERS Employer's Share	64,415	0	0	0	0	64,415	0	0	100.0% WCA
PERS Employer's UAL Share	97,738	0	0	0	0	97,738	0	0	100.0% WCA
PERS Employee Share Paid by Cty/Pks	39,358	0	0	0	0	39,358	0	0	100.0% WCA
HRAVEBA	19,777	0	0	0	0	19,777	0	0	100.0% WCA
Deferred Comp	4,620	0	0	0	0	4,620	0	0	100.0% WCA
Other Benefits	2,341	0	0	0	0	2,341	0	0	100.0% WCA
Group Health Insurance	203,664	0	0	0	0	203,664	0	0	100.0% WCA
Workers Compensation	11,865	0	0	0	0	11,865	0	0	100.0% WCA
Office Supplies	3,000	0	0	0	0	3,000	0	0	100.0% WCA
Small Tools & Ops Supplies	4,000	2,000	1,000	1,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Uniforms - Clothing	1,500	750	375	375	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Technical Supplies	45,000	22,500	11,250	11,250	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Chemicals	240,000	120,000	60,000	60,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
County Services	4,500	2,250	1,125	1,125	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Books & Periodicals	250	125	63	63	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Fuel	13,000	6,500	3,250	3,250	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Rental Charges	500	250	125	125	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Electricity	255,400	127,700	63,850	63,850	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Water	30,000	15,000	7,500	7,500	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Wastewater & Other	100	50	25	25	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Disposal & Sanitary Service	300,000	150,000	75,000	75,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Custodial	2,000	1,000	500	500	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Grounds Care	3,000	1,500	750	750	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Infrastructure	523,500	261,750	130,875	130,875	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Communications	2,000	1,000	500	500	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Computers	3,500	1,750	875	875	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Postage	800	400	200	200	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Professional Services	185,000	92,500	46,250	46,250	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Licensing	60,000	30,000	15,000	15,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Internal Chg - Administrative Fee	551,985	275,993	137,996	137,996	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Internal Chg - Insurance Svc	111,453	55,727	27,863	27,863	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Internal Chg - Facility Use	132,891	66,446	33,223	33,223	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Internal Chg - Fleet Maint	43,766	21,883	10,942	10,942	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Internal Chg - Equip Replacmnt	205,630	102,815	51,408	51,408	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Advertising	100	50	25	25	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Air	1,000	500	250	250	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Personal Vehicle Mileage	2,500	1,250	625	625	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Lodging	4,000	2,000	1,000	1,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Meals	1,500	750	375	375	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Training	8,000	4,000	2,000	2,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Dues	1,500	750	375	375	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Medical & Laboratory	84,000	42,000	21,000	21,000	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Safety	5,000	2,500	1,250	1,250	0	0	0	0	50.0% VOL 25.0% BOD 25.0% TSS
Total Wastewater Treatment Expenses - 86100	**$4,047,236**	**$1,413,688**	**$706,844**	**$706,844**	**$0**	**$1,219,861**	**$0**	**$0**	
Total Wastewater Expenses	**$5,963,263**	**$2,164,096**	**$706,844**	**$706,844**	**$0**	**$2,385,480**	**$0**	**$0**	

	Test Year FY 2027	Volume *(VOL)*	*Strength Related* Biochemical Oxygen Demand *(BOD)*	*Strength Related* Total Suspended Solids *(TSS)*	Actual Customer *(AC)*	Customer Srvcs & Acctg *(WCA)*	Revenue Related *(RR)*	Direct Assignment *(DA)*	*Basis of Classification*
Additional O&M									
Additional Staffing Needs	$0	$0	$0	$0	$0	$0	$0	$0	100.0% WCA
Total Additional O&M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Total O&M Expenses	**$5,963,263**	**$2,164,096**	**$706,844**	**$706,844**	**$0**	**$2,385,480**	**$0**	**$0**	
Taxes & Transfers									
Franchise Tax	$550,400	$199,743	$65,241	$65,241	$0	$220,176	$0	$0	As O&M Expense
Total Taxes & Transfers	**$550,400**	**$199,743**	**$65,241**	**$65,241**	**$0**	**$220,176**	**$0**	**$0**	
Rate Funded Capital	**$650,000**	**$235,888**	**$77,046**	**$77,046**	**$0**	**$260,019**	**$0**	**$0**	As O&M
Debt Service									
2013 New Construction	$46,659	$16,933	$5,531	$5,531	$0	$18,665	$0	$0	As O&M Expense
2018 DEQ R11751	126,011	45,730	14,936	14,936	0	50,408	0	0	As O&M Expense
Assumed Low Interest Loan	0	0	0	0	0	0	0	0	As O&M Expense
Assumed Revenue Bond	0	0	0	0	0	0	0	0	As O&M Expense
Additional Long-Term Debt	0	0	0	0	0	0	0	0	As O&M Expense
Total Debt Service	$172,670	$62,663	$20,467	$20,467	$0	$69,073	$0	$0	
LESS: Other Funding									
Wastewater SDC Fund	$0	$0	$0	$0	$0	$0	$0	$0	As Debt
Net Debt Service	**$172,670**	**$62,663**	**$20,467**	**$20,467**	**$0**	**$69,073**	**$0**	**$0**	
Reserve Funding									
Wastewater Operating Fund	($74,689)	($74,689)	$0	$0	$0	$0	$0	$0	100.0% VOL
Wastewater SDC Fund	0	0	0	0	0	0	0	0	100.0% VOL
Total Reserve Funding	**($74,689)**	**($74,689)**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Total Revenue Requirement	**$7,261,645**	**$2,587,701**	**$869,598**	**$869,598**	**$0**	**$2,934,748**	**$0**	**$0**	
Less: Non-Operating Revenue									
Interest	$42,511	$15,149	$5,091	$5,091	$0	$17,180	$0	$0	As Revenue Requirement
Total Other Revenues	**$42,511**	**$15,149**	**$5,091**	**$5,091**	**$0**	**$17,180**	**$0**	**$0**	
Net Revenue Requirement	**$7,219,134**	**$2,572,552**	**$864,507**	**$864,507**	**$0**	**$2,917,568**	**$0**	**$0**	

City of Ashland
Wastewater Rate Study
Exhibit 13
Distribution of Total Revenue Requirement

	2027 Expenses	Residential	Multi-Family	Non-Residential	*Basis of Allocation*
Volume Related					
All	$2,572,552	$1,266,316	$505,523	$800,712	*(VOL)*
Total Volume Related	**$2,572,552**	**$1,266,316**	**$505,523**	**$800,712**	
Strength Related					
Biochemical Oxygen Demand	$864,507	$404,600	$161,520	$298,387	*(BOD)*
Total Suspended Solids	864,507	404,600	161,520	$298,387	*(TSS)*
Total Strength Related	**$1,729,015**	**$809,201**	**$323,039**	**$596,774**	
Customer Related					
Actual Customer	$0	$0	$0	$0	*(AC)*
Weighted Customer	2,917,568	1,854,416	874,264	$188,887	*(WCA)*
Total Customer Related	**$2,917,568**	**$1,854,416**	**$874,264**	**$188,887**	
Revenue Related	**$0**	**$0**	**$0**	$0	*(RR)*
Direct Assignment	**$0**	**$0**	**$0**	**$0**	*(DA)*
Total Revenue Requirements	**$7,219,134**	**$3,929,933**	**$1,702,827**	**$1,586,374**	

City of Ashland
Wastewater Rate Study
Exhibit 14
Cost of Service Analysis Summary

	FY 2027 Expenses	Residential	Multi-Family	Non-Residential
Revenues at Present Rates	$15,037,316	$3,370,273	$1,931,536	$1,477,900
Allocated Revenue Requirement	$16,024,642	$3,929,933	$1,702,827	$1,586,374
Bal/Def of Funds	($987,325)	($559,661)	$228,709	($108,474)
Plus: Additional Taxes	(35,154)	(19,927)	8,143	(3,862)
Balance / (Deficiency) of Funds	($1,022,479)	**($579,588)**	**$236,853**	**($112,336)**
Required % Change in Rates	**6.8%**	**17.2%**	**-12.3%**	**7.6%**

City of Ashland
Wastewater Rate Study
Proposed Rate Schedule

	Present	*Proposed Rates*				
	Rates	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Residential						
Service Charge	***$ / Month***					
Monthly Service Charge	$33.94	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	***$ / CF***					
0 - 400 CF up to Winter Water Average	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ CF up to Winter Water Average	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Multi-Family						
Service Charge	***$ / Month***					
Monthly Service Charge - Units	$33.94	$33.94	$36.16	$38.69	$41.40	$44.30
Quantity Charge	***$ / CF***					
0 - 400 CF up to Winter Water Average	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ CF up to Winter Water Average	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Commercial						
Service Charge	***$ / Month***					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	***$ / CF***					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Governmental						
Service Charge	***$ / Month***					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	***$ / CF***					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Municipal						
Service Charge	***$ / Month***					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	***$ / CF***					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883

City of Ashland
Storm Drain Rate Study
Summary of the Revenue Requirement
Exhibit 1

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Revenues											
Rate Revenues	$809,555	$813,603	$817,671	$821,759	$825,868	$829,997	$834,147	$838,318	$842,510	$846,722	$850,956
Miscellaneous Revenues	84,000	42,760	35,888	25,696	19,112	16,976	16,066	16,247	16,462	16,669	16,815
Total Revenues	**$893,555**	**$856,363**	**$853,559**	**$847,455**	**$844,980**	**$846,974**	**$850,213**	**$854,565**	**$858,972**	**$863,391**	**$867,770**
Expenses											
Total O&M Expenses	$825,792	$856,982	$899,943	$945,202	$989,678	$1,036,431	$1,085,585	$1,137,270	$1,191,623	$1,248,789	$1,308,924
Total Taxes & Transfers	0	65,088	65,414	65,741	66,069	66,400	66,732	67,065	67,401	67,738	68,076
Rate Funded Capital	65,000	75,000	100,000	140,000	195,000	220,000	230,000	240,000	250,000	260,000	270,000
Net Debt Service	0	0	0	43,282	88,079	88,079	88,079	88,079	88,079	88,079	88,079
Total Reserve Funding	2,763	(1,341)	67,327	74,341	35,094	37,854	56,229	73,289	88,908	102,642	114,008
Total Revenue Requirement	**$893,555**	**$995,730**	**$1,132,684**	**$1,268,565**	**$1,373,920**	**$1,448,764**	**$1,526,624**	**$1,605,703**	**$1,686,010**	**$1,767,248**	**$1,849,087**
Bal. / (Def.) of Funds	$0	($139,367)	($279,125)	($421,111)	($528,940)	($601,790)	($676,411)	($751,138)	($827,039)	($903,857)	($981,317)
Plus: Additional Taxes	0	(11,149)	(22,330)	(33,689)	(42,315)	(48,143)	(54,113)	(60,091)	(66,163)	(72,309)	(78,505)
Total Bal. / (Def.) of Funds	$0	($150,517)	($301,455)	($454,799)	($571,255)	($649,933)	($730,524)	($811,229)	($893,202)	($976,165)	($1,059,822)
Balance a % of Rate Adj. Req'd	0.0%	17.1%	34.1%	51.2%	64.0%	72.5%	81.1%	89.6%	98.2%	106.7%	115.3%
Proposed Rate Adjustment	**0.0%**	**18.5%**	**15.5%**	**13.5%**	**8.9%**	**5.4%**	**5.2%**	**4.9%**	**4.7%**	**4.5%**	**4.3%**
Add'l Revenue with Rate Adj.	$0	$150,517	$301,455	$454,799	$571,255	$649,933	$730,524	$811,229	$893,202	$976,165	$1,059,822
Bal. / (Def.) After Rate Adj.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Additional Rate Adjustment Required	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**
Avg Residential Monthly Bill	**$5.43**										
Customer Bill on Proposed Adj.		$6.43	$7.43	$8.44	$9.19	$9.68	$10.19	$10.68	$11.19	$11.69	$12.19
Bill Difference - Monthly		1.00	1.00	1.00	0.75	0.50	0.50	0.50	0.50	0.50	0.50
Beginning Reserve Balance	**$2,048,871**	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**
Total Ending Reserves	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**	**$1,501,069**

City of Ashland
Storm Drain Rate Study
Escalation Factors
Exhibit 2

	Budgeted	*Budgeted*	*Projected*									
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	*Notes*
Revenues												
Customer Growth	Budget	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
Miscellaneous Revenues	Budget	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
Expenses												
Salaries	Budget	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Benefits	Budget	Budget	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Benefits - Medical	Budget	Budget	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	
Professional Services	Budget	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Materials & Supplies	Budget	Budget	3.5%	3.5%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Equipment	Budget	Budget	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Miscellaneous	Budget	Budget	3.5%	3.5%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	
Utilities	Budget	Budget	5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Internal Chg - Administrative Fee	Budget	Budget	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	
CIP	Budget	4.0%	4.0%	4.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Flat	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Insurance	Budget	Budget	5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
General Expenses	Budget	Budget	5.0%	5.0%	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	*Average of all others*
Interest	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	
New Long-Term Debt Assumptions												
Low Interest Loans												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	
Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Revenue Bond												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	
Rate	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	

City of Ashland
Storm Drain Rate Study
Revenue Requirement
Exhibit 3

	Budgeted	*Budgeted*	*Projected*									
	FY 2026	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**	**FY 2035**	**FY 2036**	*Notes*
Revenues												
Rate Revenues	$809,555	$813,603	$817,671	$821,759	$825,868	$829,997	$834,147	$838,318	$842,510	$846,722	$850,956	As Customer Growth
Total Drainage Billing Fees	**$809,555**	**$813,603**	**$817,671**	**$821,759**	**$825,868**	**$829,997**	**$834,147**	**$838,318**	**$842,510**	**$846,722**	**$850,956**	
Miscellaneous Revenues												
Interest	$84,000	$42,760	$35,888	$25,696	$19,112	$16,976	$16,066	$16,247	$16,462	$16,669	$16,815	Calculated
Total Other Revenues	**$84,000**	**$42,760**	**$35,888**	**$25,696**	**$19,112**	**$16,976**	**$16,066**	**$16,247**	**$16,462**	**$16,669**	**$16,815**	
Total Revenues	**$893,555**	**$856,363**	**$853,559**	**$847,455**	**$844,980**	**$846,974**	**$850,213**	**$854,565**	**$858,972**	**$863,391**	**$867,770**	

		Budgeted	Budgeted	Projected									
		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	Notes
Stormwater Expenses													
Stormwater Collections Expenses - 86600													
Regular Employees	*086600.510100*	$233,800	$250,022	$262,523	$275,649	$289,431	$303,903	$319,098	$335,053	$351,806	$369,396	$387,866	As Salaries
Sick Leave Pay Out	*086600.510112*	1,616	1,654	1,728	1,806	1,878	1,954	2,032	2,113	2,198	2,285	2,377	As Benefits
Vacation Pay Out	*086600.510113*	2,154	2,205	2,304	2,408	2,504	2,604	2,709	2,817	2,930	3,047	3,169	As Benefits
Temporary Employees	*086600.510200*	0	0	0	0	0	0	0	0	0	0	0	As Salaries
Overtime	*086600.510310*	5,932	6,075	6,379	6,698	7,033	7,384	7,753	8,141	8,548	8,976	9,424	As Salaries
Duty Pay	*086600.510330*	0	0	0	0	0	0	0	0	0	0	0	As Salaries
FICA/Medicare Contribution	*086600.520100*	18,278	18,976	19,830	20,722	21,551	22,413	23,310	24,242	25,212	26,220	27,269	As Benefits
PERS Employer's Share	*086600.520210*	25,718	26,658	27,858	29,111	30,276	31,487	32,746	34,056	35,418	36,835	38,308	As Benefits
PERS Employer's UAL Share	*086600.520215*	35,599	36,960	38,623	40,361	41,976	43,655	45,401	47,217	49,106	51,070	53,113	As Benefits
PERS Employee Share Paid by Cty/Pks	*086600.520220*	14,335	14,883	15,553	16,253	16,903	17,579	18,282	19,013	19,774	20,565	21,387	As Benefits
HRAVEBA	*086600.520223*	7,204	7,479	7,816	8,167	8,494	8,834	9,187	9,555	9,937	10,334	10,748	As Benefits
Deferred Comp	*086600.520224*	1,800	1,800	1,881	1,966	2,044	2,126	2,211	2,300	2,392	2,487	2,587	As Benefits
Other Benefits	*086600.520225*	912	912	953	996	1,036	1,077	1,120	1,165	1,212	1,260	1,311	As Benefits
Group Health Insurance	*086600.520300*	60,172	63,482	66,656	69,989	72,788	75,700	78,728	81,877	85,152	88,558	92,101	As Insurance
Workers Compensation	*086600.520400*	6,752	6,894	7,239	7,601	7,981	8,380	8,799	9,239	9,701	10,186	10,695	As Salaries
Office Supplies	*086600.601100*	250	250	259	268	276	284	293	301	310	320	329	As Materials & Supplies
Small Tools & Ops Supplies	*086600.601200*	2,500	2,500	2,588	2,678	2,758	2,841	2,926	3,014	3,105	3,198	3,294	As Materials & Supplies
Uniforms - Clothing	*086600.601300*	500	500	518	536	552	568	585	603	621	640	659	As Materials & Supplies
Technical Supplies	*086600.601400*	10,000	10,000	10,350	10,712	11,034	11,365	11,706	12,057	12,418	12,791	13,175	As Materials & Supplies
County Services	*086600.601630*	1,200	1,200	1,260	1,323	1,389	1,459	1,532	1,608	1,689	1,773	1,862	As Professional Services
Fuel	*086600.602120*	20,000	24,000	25,200	26,460	27,518	28,619	29,764	30,954	32,193	33,480	34,820	As Utilities
Rental Charges	*086600.602210*	5,000	5,000	5,225	5,460	5,679	5,906	6,142	6,388	6,643	6,909	7,185	As Equipment
Disposal & Sanitary Service	*086600.602351*	45,000	45,000	47,250	49,613	51,597	53,661	55,807	58,040	60,361	62,776	65,287	As Utilities
Infrastructure	*086600.602400*	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	As Flat
Computers	*086600.603200*	0	0	0	0	0	0	0	0	0	0	0	As Equipment
Postage	*086600.603400*	30	30	31	32	33	34	35	36	37	38	40	As Materials & Supplies
Radios	*086600.603500*	200	200	207	214	221	228	235	243	251	259	267	As Miscellaneous
Professional Services	*086600.604100*	15,000	15,000	15,750	16,538	17,364	18,233	19,144	20,101	21,107	22,162	23,270	As Professional Services
Bad Debt Expense	*086600.605400*	8,000	8,000	8,280	8,570	8,844	9,127	9,419	9,721	10,032	10,353	10,684	As Miscellaneous
Senior Discount	*086600.605510*	0	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Licensing	*086600.605700*	3,300	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Internal Chg - Administrative Fee	*086600.605810*	142,467	146,171	156,403	167,351	179,066	191,600	205,012	219,363	234,719	251,149	268,729	As Internal Chg - Administrative Fee
Internal Chg - Insurance Svc	*086600.605811*	50,973	54,031	56,733	59,569	61,952	64,430	67,007	69,688	72,475	75,374	78,389	As Insurance
Internal Chg - Fleet Maint	*086600.605814*	0	0	0	0	0	0	0	0	0	0	0	As Equipment
Advertising	*086600.606100*	0	0	0	0	0	0	0	0	0	0	0	As Professional Services
Printing & Binding	*086600.606200*	0	0	0	0	0	0	0	0	0	0	0	As Materials & Supplies
Air	*086600.606311*	250	250	259	268	276	285	294	304	313	324	334	As Miscellaneous
Personal Vehicle Mileage	*086600.606313*	0	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Lodging	*086600.606320*	500	500	518	536	553	570	589	608	627	647	668	As Miscellaneous
Meals	*086600.606330*	100	100	104	107	111	114	118	122	125	129	134	As Miscellaneous
Other	*086600.606340*	0	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Training	*086600.606400*	750	750	776	803	829	856	883	911	940	971	1,002	As Miscellaneous
Medical & Laboratory	*086600.606600*	500	500	518	536	553	570	589	608	627	647	668	As Miscellaneous
Capital Outlay	*086600.704100*	75,000	75,000	78,375	81,902	85,178	88,585	92,128	95,814	99,646	103,632	107,777	As Equipment
Total Stormwater Expenses		**$825,792**	**$856,982**	**$899,943**	**$945,202**	**$989,678**	**$1,036,431**	**$1,085,585**	**$1,137,270**	**$1,191,623**	**$1,248,789**	**$1,308,924**	

City of Ashland
Storm Drain Rate Study
Revenue Requirement
Exhibit 3

	Budgeted FY 2026	Budgeted FY 2027	Projected FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	Notes
Additional O&M												
Additional Staffing Needs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	As Salaries
Total Additional O&M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Total O&M Expenses	**$825,792**	**$856,982**	**$899,943**	**$945,202**	**$989,678**	**$1,036,431**	**$1,085,585**	**$1,137,270**	**$1,191,623**	**$1,248,789**	**$1,308,924**	
Taxes & Transfers												
Franchise Tax	$0	$65,088	$65,414	$65,741	$66,069	$66,400	$66,732	$67,065	$67,401	$67,738	$68,076	8.0% Of Rate Revenues
Total Taxes & Transfers	**$0**	**$65,088**	**$65,414**	**$65,741**	**$66,069**	**$66,400**	**$66,732**	**$67,065**	**$67,401**	**$67,738**	**$68,076**	
Rate Funded Capital	**$65,000**	**$75,000**	**$100,000**	**$140,000**	**$195,000**	**$220,000**	**$230,000**	**$240,000**	**$250,000**	**$260,000**	**$270,000**	$53,022 FY 2024 ACFR
Debt Service												
Existing Debt	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Assumed Revenue Bond - Hardesty	0	0	0	43,282	88,079	88,079	88,079	88,079	88,079	88,079	88,079	Calc'd @ 5% for 20 yrs
Assumed Revenue Bond	0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 5% for 20 yrs
Additional Long-Term Debt	0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 5% for 20 yrs
Total Debt Service	$0	$0	$0	$43,282	$88,079	$88,079	$88,079	$88,079	$88,079	$88,079	$88,079	
LESS: Other Funding	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Net Debt Service	**$0**	**$0**	**$0**	**$43,282**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	
Reserve Funding												
Storm Drain Operating Fund	$2,763	($1,341)	$42,327	$44,341	$94	($2,146)	$6,229	$8,289	$8,908	$7,642	$4,008	
Storm Drain SDC Fund	0	0	0	0	0	0	0	0	0	0	0	
Equipment Reserve	0	0	25,000	30,000	35,000	40,000	50,000	65,000	80,000	95,000	110,000	
Total Reserve Funding	**$2,763**	**($1,341)**	**$67,327**	**$74,341**	**$35,094**	**$37,854**	**$56,229**	**$73,289**	**$88,908**	**$102,642**	**$114,008**	
Total Revenue Requirement	**$893,555**	**$995,730**	**$1,132,684**	**$1,268,565**	**$1,373,920**	**$1,448,764**	**$1,526,624**	**$1,605,703**	**$1,686,010**	**$1,767,248**	**$1,849,087**	
Bal. / (Def.) of Funds	$0	($139,367)	($279,125)	($421,111)	($528,940)	($601,790)	($676,411)	($751,138)	($827,039)	($903,857)	($981,317)	
Plus: Additional Taxes	0	(11,149)	(22,330)	(33,689)	(42,315)	(48,143)	(54,113)	(60,091)	(66,163)	(72,309)	(78,505)	
Total Bal. / (Def.) of Funds	$0	($150,517)	($301,455)	($454,799)	($571,255)	($649,933)	($730,524)	($811,229)	($893,202)	($976,165)	($1,059,822)	
Balance a % of Rate Adj. Req'd	0.0%	17.1%	34.1%	51.2%	64.0%	72.5%	81.1%	89.6%	98.2%	106.7%	115.3%	
Proposed Rate Adjustment	**0.0%**	**18.5%**	**15.5%**	**13.5%**	**8.9%**	**5.4%**	**5.2%**	**4.9%**	**4.7%**	**4.5%**	**4.3%**	
Months of Adjustment	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	
Add'l Revenue with Rate Adj.	$0	$150,517	$301,455	$454,799	$571,255	$649,933	$730,524	$811,229	$893,202	$976,165	$1,059,822	
Bal. / (Def.) After Rate Adj.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Add'l Rate Adj. Req'd	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	

City of Ashland
Storm Drain Rate Study
Revenue Requirement
Exhibit 3

	Budgeted	*Budgeted*	*Projected*									
	FY 2026	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**	**FY 2035**	**FY 2036**	*Notes*
Avg Residential Monthly Bill	**$5.43**	*$ / ERU*										
Customer Bill on Proposed Adj.	$5.43	$6.43	$7.43	$8.44	$9.19	$9.68	$10.19	$10.68	$11.19	$11.69	$12.19	
Bill Difference - Monthly		1.00	1.00	1.00	0.75	0.50	0.50	0.50	0.50	0.50	0.50	
Debt Service Coverage Ratio *(all debt)*												
Before Rate Adjustment	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
After Proposed Rate Adjustment	N/A	N/A	N/A	8.25	4.84	5.23	5.62	6.00	6.36	6.71	7.02	
Reserve Funds												
Beginning Reserve Balance	**$2,048,871**	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**	
Storm Drain Operating Fund												
Beginning Balance	**$2,012,050**	**$1,794,982**	**$1,625,792**	**$1,245,283**	**$810,369**	**$718,581**	**$639,513**	**$645,742**	**$654,031**	**$662,939**	**$670,581**	
Plus: Additions	2,763	0	42,327	44,341	94	0	6,229	8,289	8,908	7,642	4,008	
Less: Uses of Funds	(219,831)	(169,190)	(422,837)	(479,255)	(91,881)	(79,068)	0	0	0	0	0	
Ending Balance	**$1,794,982**	**$1,625,792**	**$1,245,283**	**$810,369**	**$718,581**	**$639,513**	**$645,742**	**$654,031**	**$662,939**	**$670,581**	**$674,589**	
Minimum Target - 90 days O&M	*$203,620*	*$211,311*	*$221,904*	*$233,063*	*$244,030*	*$255,558*	*$267,679*	*$280,423*	*$293,825*	*$307,921*	*$322,748*	
Storm Drain SDC Fund												
Beginning Balance	**$36,821**	**$52,652**	**$57,867**	**$66,127**	**$52,256**	**$84,167**	**$117,029**	**$150,866**	**$185,703**	**$221,567**	**$258,484**	
Plus: Additions	30,000	30,150	30,301	30,452	30,605	30,758	30,911	31,066	31,221	31,377	31,534	As Customer Growth
Interest	1,000	1,316	1,447	1,653	1,306	2,104	2,926	3,772	4,643	5,539	6,462	
Less: Uses of Funds	(15,169)	(26,251)	(23,488)	(45,976)	0	0	0	0	0	0	0	
Ending Balance	**$52,652**	**$57,867**	**$66,127**	**$52,256**	**$84,167**	**$117,029**	**$150,866**	**$185,703**	**$221,567**	**$258,484**	**$296,480**	
Equipment Reserve												
Beginning Balance	**$0**	**$0**	**$0**	**$25,000**	**$55,000**	**$90,000**	**$130,000**	**$180,000**	**$245,000**	**$325,000**	**$420,000**	
Plus: Additions	0	0	25,000	30,000	35,000	40,000	50,000	65,000	80,000	95,000	110,000	
Less: Uses of Funds	0	0	0	0	0	0	0	0	0	0	0	
Ending Balance	**$0**	**$0**	**$25,000**	**$55,000**	**$90,000**	**$130,000**	**$180,000**	**$245,000**	**$325,000**	**$420,000**	**$530,000**	
Total Ending Reserves	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**	**$1,501,069**	

City of Ashland
Storm Drain Rate Study
Capital Improvement Plan
Exhibit 4

Inflation = 3.5%

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	Total	*Notes*
Storm Drain Capital Improvement Projects													
Hardesty Site Development & Equipment Storage	$0	$0	$539,390	$558,268	$0	$0	$0	$0	$0	$0	$0	**$1,097,658**	
Stormwater Miscellaneous Trenchless Pipe Lining	150,000	0	0	166,308	0	0	0	0	0	0	0	**316,308**	
N Mountain Avenue @ Railroad Tracks	0	113,850	117,835	0	0	0	0	0	0	0	0	**231,685**	
Siskiyou Boulevard @ University Way	150,000	0	0	0	0	0	0	0	0	0	0	**150,000**	
E Main Street @ Emerick Street	0	155,250	128,547	0	0	0	0	0	0	0	0	**283,797**	
Dewey Street @ E Main St	0	0	299,943	0	0	0	0	0	0	0	0	**299,943**	
Gresham Street @ Beach Avenue	0	0	0	498,923	0	0	0	0	0	0	0	**498,923**	
Morton Street - Pennsylvania Street to Iowa Street	0	0	0	0	286,881	296,922	0	0	0	0	0	**583,803**	
Total Storm Drain Capital Improvement Projects	**$300,000**	**$269,100**	**$1,085,715**	**$1,223,499**	**$286,881**	**$296,922**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,462,117**	
Ongoing Capital Projects	$0	$0	$0	$0	$0	$0	$230,000	$240,000	$250,000	$260,000	$270,000	**$1,250,000**	
Transfer to Cash Reserve	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	
Total Capital Improvement Projects	**$300,000**	**$269,100**	**$1,085,715**	**$1,223,499**	**$286,881**	**$296,922**	**$230,000**	**$240,000**	**$250,000**	**$260,000**	**$270,000**	**$4,712,117**	
Less: Outside Funding Sources													
Storm Drain Operating Fund	$219,831	$167,849	$422,837	$479,255	$91,881	$76,922	$0	$0	$0	$0	$0	$1,458,575	
Storm Drain SDC Fund	15,169	26,251	23,488	45,976	0	0	0	0	0	0	0	110,884	
Proceeds from Debt Issuance	0	0	0	0	0	0	0	0	0	0	0	0	
Assumed Revenue Bond - Hardesty	0	0	539,390	558,268	0	0	0	0	0	0	0	1,097,658	
Assumed Revenue Bond	0	0	0	0	0	0	0	0	0	0	0	0	
Additional Revenue Bonds	0	0	0	0	0	0	0	0	0	0	0	0	
Total Funding Sources	**$235,000**	**$194,100**	**$985,715**	**$1,083,499**	**$91,881**	**$76,922**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,667,117**	
Rate Funded Capital	**$65,000**	**$75,000**	**$100,000**	**$140,000**	**$195,000**	**$220,000**	**$230,000**	**$240,000**	**$250,000**	**$260,000**	**$270,000**	**$2,045,000**	

City of Ashland
Storm Drain Rate Study
Revenues at Present Rates
Exhibit 5

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Single Family														
	$ / ERU													
Single Family	$5.43	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260
		7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260
Total Single Family Revenue		**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$473,062**
Multi-Family														
	$ / ERU													
Multi-Family Minimum Charge	$5.43	70	70	70	70	70	70	70	70	70	70	70	70	70
		70	70	70	70	70	70	70	70	70	70	70	70	70
Multi-Family Minimum Charge Revenue		**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$4,561**
	$ / ERU													
Multi-Family Storm Drain Charge Per Unit	$2.33	704	704	704	704	704	704	704	704	704	704	704	704	704
		704	704	704	704	704	704	704	704	704	704	704	704	704
Multi-Family Storm Drain Charge Per Unit Revenue		**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$19,684**
Total Multi-Family Revenue		**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$24,245**

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Commercial														
	$ / ERU													
Commercial	$5.43	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958
		3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958
Total Commercial Revenue		**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$257,892**
All Other														
	$ / ERU													
Minimum Charge All Other	$5.43	1	1	1	1	1	1	1	1	1	1	1	1	1
		1	1	1	1	1	1	1	1	1	1	1	1	1
Minimum Charge All Other Revenue		**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$65**
	$ / 1000 sq ft													
All Other Uses Not Classified Above	$1.80	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513
		2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513
All Other Uses Not Classified Above Revenue		**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$54,291**
Total All Other Revenue		**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$54,356**

City of Ashland
Storm Drain Rate Study
Revenues at Present Rates
Exhibit 5

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Summary													
ERUs													
Single Family	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	87,120
Condominium	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi-Family	704	704	704	704	704	704	704	704	704	704	704	704	8,448
Mobile Home & Trailer	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	47,494
All Other	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	30,162
Total Consumption	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**173,224**
Revenues													
Single Family	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$473,062
Condominium	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi-Family	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	24,245
Mobile Home & Trailer	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	257,892
All Other	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	54,356
Total Revenues	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$809,555**

FY 2025 Actual	$801,337
Difference	*$8,218*
Percent	1.0%
FY 2026 Budget	$850,000
Difference	*($40,445)*
Percent	-4.8%
FY 2027 Budget	$900,000
Difference	*($90,445)*
Percent	-10.0%

City of Ashland
Storm Drain Rate Study
Exhibit 6
Unit Costs Summary

		Test Year FY 2027
Fixed		
	Total Revenue Requirement	$995,730
	Misc. Revenue	42,760
	Additional Taxes	11,149
	Total - $ / Acct. / Mo	**$964,119**
Total Cost / Acct. / Mo		**$6.43**
	Current Cost Per Equiv. Unit	**$5.43**
Basic Data		
	Number of Equiv. Units	135,287
	MF ERU = 2.33 MF Units per ERU	4,487
	1 ERU = 3,000 sq ft impervious area	10,060
	Total Number of Equivalent Units	**149,835**

City of Ashland
Storm Drain Rate Study
Exhibit 7
Rate Summary

	Present Rates	*Proposed Rates*				
		FY 2027	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
	$/ERU					
Single Family	$5.43	$6.43	$7.43	$8.43	$9.18	$9.68
Multi-Family	2.33	2.76	3.19	3.62	3.94	4.15
Commercial	5.43	6.43	7.43	8.43	9.18	9.68
All Other	1.80	2.13	2.46	2.79	3.04	3.20
Minimum Charge Per Account	5.43	6.43	7.43	8.43	9.18	9.68

City of Ashland
Storm Drain Rate Study
Summary of the Revenue Requirement
Exhibit 1

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Revenues											
Rate Revenues	$809,555	$813,603	$817,671	$821,759	$825,868	$829,997	$834,147	$838,318	$842,510	$846,722	$850,956
Miscellaneous Revenues	84,000	42,760	35,888	25,696	19,112	16,976	16,066	16,247	16,462	16,669	16,815
Total Revenues	**$893,555**	**$856,363**	**$853,559**	**$847,455**	**$844,980**	**$846,974**	**$850,213**	**$854,565**	**$858,972**	**$863,391**	**$867,770**
Expenses											
Total O&M Expenses	$825,792	$856,982	$899,943	$945,202	$989,678	$1,036,431	$1,085,585	$1,137,270	$1,191,623	$1,248,789	$1,308,924
Total Taxes & Transfers	0	65,088	65,414	65,741	66,069	66,400	66,732	67,065	67,401	67,738	68,076
Rate Funded Capital	65,000	75,000	100,000	140,000	195,000	220,000	230,000	240,000	250,000	260,000	270,000
Net Debt Service	0	0	0	43,282	88,079	88,079	88,079	88,079	88,079	88,079	88,079
Total Reserve Funding	2,763	(1,341)	67,327	74,341	35,094	37,854	56,229	73,289	88,908	102,642	114,008
Total Revenue Requirement	**$893,555**	**$995,730**	**$1,132,684**	**$1,268,565**	**$1,373,920**	**$1,448,764**	**$1,526,624**	**$1,605,703**	**$1,686,010**	**$1,767,248**	**$1,849,087**
Bal. / (Def.) of Funds	$0	($139,367)	($279,125)	($421,111)	($528,940)	($601,790)	($676,411)	($751,138)	($827,039)	($903,857)	($981,317)
Plus: Additional Taxes	0	(11,149)	(22,330)	(33,689)	(42,315)	(48,143)	(54,113)	(60,091)	(66,163)	(72,309)	(78,505)
Total Bal. / (Def.) of Funds	$0	($150,517)	($301,455)	($454,799)	($571,255)	($649,933)	($730,524)	($811,229)	($893,202)	($976,165)	($1,059,822)
Balance a % of Rate Adj. Req'd	0.0%	17.1%	34.1%	51.2%	64.0%	72.5%	81.1%	89.6%	98.2%	106.7%	115.3%
Proposed Rate Adjustment	**0.0%**	**18.5%**	**15.5%**	**13.5%**	**8.9%**	**5.4%**	**5.2%**	**4.9%**	**4.7%**	**4.5%**	**4.3%**
Add'l Revenue with Rate Adj.	$0	$150,517	$301,455	$454,799	$571,255	$649,933	$730,524	$811,229	$893,202	$976,165	$1,059,822
Bal. / (Def.) After Rate Adj.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Additional Rate Adjustment Required	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**
Avg Residential Monthly Bill	**$5.43**										
Customer Bill on Proposed Adj.		$6.43	$7.43	$8.44	$9.19	$9.68	$10.19	$10.68	$11.19	$11.69	$12.19
Bill Difference - Monthly		1.00	1.00	1.00	0.75	0.50	0.50	0.50	0.50	0.50	0.50
Beginning Reserve Balance	**$2,048,871**	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**
Total Ending Reserves	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**	**$1,501,069**

City of Ashland
Storm Drain Rate Study
Escalation Factors
Exhibit 2

	Budgeted	*Budgeted*	*Projected*									
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	*Notes*
Revenues												
Customer Growth	Budget	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
Miscellaneous Revenues	Budget	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
Expenses												
Salaries	Budget	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Benefits	Budget	Budget	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Benefits - Medical	Budget	Budget	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	
Professional Services	Budget	Budget	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Materials & Supplies	Budget	Budget	3.5%	3.5%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Equipment	Budget	Budget	4.5%	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Miscellaneous	Budget	Budget	3.5%	3.5%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	
Utilities	Budget	Budget	5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Internal Chg - Administrative Fee	Budget	Budget	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	
CIP	Budget	4.0%	4.0%	4.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Flat	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Insurance	Budget	Budget	5.0%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
General Expenses	Budget	Budget	5.0%	5.0%	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	*Average of all others*
Interest	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	
New Long-Term Debt Assumptions												
Low Interest Loans												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	
Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Revenue Bond												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	
Rate	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	

City of Ashland
Storm Drain Rate Study
Revenue Requirement
Exhibit 3

	Budgeted	*Budgeted*	*Projected*									
	FY 2026	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**	**FY 2035**	**FY 2036**	*Notes*
Revenues												
Rate Revenues	$809,555	$813,603	$817,671	$821,759	$825,868	$829,997	$834,147	$838,318	$842,510	$846,722	$850,956	As Customer Growth
Total Drainage Billing Fees	**$809,555**	**$813,603**	**$817,671**	**$821,759**	**$825,868**	**$829,997**	**$834,147**	**$838,318**	**$842,510**	**$846,722**	**$850,956**	
Miscellaneous Revenues												
Interest	$84,000	$42,760	$35,888	$25,696	$19,112	$16,976	$16,066	$16,247	$16,462	$16,669	$16,815	Calculated
Total Other Revenues	**$84,000**	**$42,760**	**$35,888**	**$25,696**	**$19,112**	**$16,976**	**$16,066**	**$16,247**	**$16,462**	**$16,669**	**$16,815**	
Total Revenues	**$893,555**	**$856,363**	**$853,559**	**$847,455**	**$844,980**	**$846,974**	**$850,213**	**$854,565**	**$858,972**	**$863,391**	**$867,770**	

		Budgeted	*Budgeted*	*Projected*									
		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	*Notes*
Stormwater Expenses													
Stormwater Collections Expenses - 86600													
Regular Employees	*086600.510100*	$233,800	$250,022	$262,523	$275,649	$289,431	$303,903	$319,098	$335,053	$351,806	$369,396	$387,866	As Salaries
Sick Leave Pay Out	*086600.510112*	1,616	1,654	1,728	1,806	1,878	1,954	2,032	2,113	2,198	2,285	2,377	As Benefits
Vacation Pay Out	*086600.510113*	2,154	2,205	2,304	2,408	2,504	2,604	2,709	2,817	2,930	3,047	3,169	As Benefits
Temporary Employees	*086600.510200*	0	0	0	0	0	0	0	0	0	0	0	As Salaries
Overtime	*086600.510310*	5,932	6,075	6,379	6,698	7,033	7,384	7,753	8,141	8,548	8,976	9,424	As Salaries
Duty Pay	*086600.510330*	0	0	0	0	0	0	0	0	0	0	0	As Salaries
FICA/Medicare Contribution	*086600.520100*	18,278	18,976	19,830	20,722	21,551	22,413	23,310	24,242	25,212	26,220	27,269	As Benefits
PERS Employer's Share	*086600.520210*	25,718	26,658	27,858	29,111	30,276	31,487	32,746	34,056	35,418	36,835	38,308	As Benefits
PERS Employer's UAL Share	*086600.520215*	35,599	36,960	38,623	40,361	41,976	43,655	45,401	47,217	49,106	51,070	53,113	As Benefits
PERS Employee Share Paid by Cty/Pks	*086600.520220*	14,335	14,883	15,553	16,253	16,903	17,579	18,282	19,013	19,774	20,565	21,387	As Benefits
HRAVEBA	*086600.520223*	7,204	7,479	7,816	8,167	8,494	8,834	9,187	9,555	9,937	10,334	10,748	As Benefits
Deferred Comp	*086600.520224*	1,800	1,800	1,881	1,966	2,044	2,126	2,211	2,300	2,392	2,487	2,587	As Benefits
Other Benefits	*086600.520225*	912	912	953	996	1,036	1,077	1,120	1,165	1,212	1,260	1,311	As Benefits
Group Health Insurance	*086600.520300*	60,172	63,482	66,656	69,989	72,788	75,700	78,728	81,877	85,152	88,558	92,101	As Insurance
Workers Compensation	*086600.520400*	6,752	6,894	7,239	7,601	7,981	8,380	8,799	9,239	9,701	10,186	10,695	As Salaries
Office Supplies	*086600.601100*	250	250	259	268	276	284	293	301	310	320	329	As Materials & Supplies
Small Tools & Ops Supplies	*086600.601200*	2,500	2,500	2,588	2,678	2,758	2,841	2,926	3,014	3,105	3,198	3,294	As Materials & Supplies
Uniforms - Clothing	*086600.601300*	500	500	518	536	552	568	585	603	621	640	659	As Materials & Supplies
Technical Supplies	*086600.601400*	10,000	10,000	10,350	10,712	11,034	11,365	11,706	12,057	12,418	12,791	13,175	As Materials & Supplies
County Services	*086600.601630*	1,200	1,200	1,260	1,323	1,389	1,459	1,532	1,608	1,689	1,773	1,862	As Professional Services
Fuel	*086600.602120*	20,000	24,000	25,200	26,460	27,518	28,619	29,764	30,954	32,193	33,480	34,820	As Utilities
Rental Charges	*086600.602210*	5,000	5,000	5,225	5,460	5,679	5,906	6,142	6,388	6,643	6,909	7,185	As Equipment
Disposal & Sanitary Service	*086600.602351*	45,000	45,000	47,250	49,613	51,597	53,661	55,807	58,040	60,361	62,776	65,287	As Utilities
Infrastructure	*086600.602400*	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	As Flat
Computers	*086600.603200*	0	0	0	0	0	0	0	0	0	0	0	As Equipment
Postage	*086600.603400*	30	30	31	32	33	34	35	36	37	38	40	As Materials & Supplies
Radios	*086600.603500*	200	200	207	214	221	228	235	243	251	259	267	As Miscellaneous
Professional Services	*086600.604100*	15,000	15,000	15,750	16,538	17,364	18,233	19,144	20,101	21,107	22,162	23,270	As Professional Services
Bad Debt Expense	*086600.605400*	8,000	8,000	8,280	8,570	8,844	9,127	9,419	9,721	10,032	10,353	10,684	As Miscellaneous
Senior Discount	*086600.605510*	0	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Licensing	*086600.605700*	3,300	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Internal Chg - Administrative Fee	*086600.605810*	142,467	146,171	156,403	167,351	179,066	191,600	205,012	219,363	234,719	251,149	268,729	As Internal Chg - Administrative Fee
Internal Chg - Insurance Svc	*086600.605811*	50,973	54,031	56,733	59,569	61,952	64,430	67,007	69,688	72,475	75,374	78,389	As Insurance
Internal Chg - Fleet Maint	*086600.605814*	0	0	0	0	0	0	0	0	0	0	0	As Equipment
Advertising	*086600.606100*	0	0	0	0	0	0	0	0	0	0	0	As Professional Services
Printing & Binding	*086600.606200*	0	0	0	0	0	0	0	0	0	0	0	As Materials & Supplies
Air	*086600.606311*	250	250	259	268	276	285	294	304	313	324	334	As Miscellaneous
Personal Vehicle Mileage	*086600.606313*	0	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Lodging	*086600.606320*	500	500	518	536	553	570	589	608	627	647	668	As Miscellaneous
Meals	*086600.606330*	100	100	104	107	111	114	118	122	125	129	134	As Miscellaneous
Other	*086600.606340*	0	0	0	0	0	0	0	0	0	0	0	As Miscellaneous
Training	*086600.606400*	750	750	776	803	829	856	883	911	940	971	1,002	As Miscellaneous
Medical & Laboratory	*086600.606600*	500	500	518	536	553	570	589	608	627	647	668	As Miscellaneous
Capital Outlay	*086600.704100*	75,000	75,000	78,375	81,902	85,178	88,585	92,128	95,814	99,646	103,632	107,777	As Equipment
Total Stormwater Expenses		**$825,792**	**$856,982**	**$899,943**	**$945,202**	**$989,678**	**$1,036,431**	**$1,085,585**	**$1,137,270**	**$1,191,623**	**$1,248,789**	**$1,308,924**	

City of Ashland
Storm Drain Rate Study
Revenue Requirement
Exhibit 3

	Budgeted FY 2026	*Budgeted* FY 2027	*Projected* FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	*Notes*
Additional O&M												
Additional Staffing Needs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	As Salaries
Total Additional O&M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	
Total O&M Expenses	**$825,792**	**$856,982**	**$899,943**	**$945,202**	**$989,678**	**$1,036,431**	**$1,085,585**	**$1,137,270**	**$1,191,623**	**$1,248,789**	**$1,308,924**	
Taxes & Transfers												
Franchise Tax	$0	$65,088	$65,414	$65,741	$66,069	$66,400	$66,732	$67,065	$67,401	$67,738	$68,076	8.0% Of Rate Revenues
Total Taxes & Transfers	**$0**	**$65,088**	**$65,414**	**$65,741**	**$66,069**	**$66,400**	**$66,732**	**$67,065**	**$67,401**	**$67,738**	**$68,076**	
Rate Funded Capital	**$65,000**	**$75,000**	**$100,000**	**$140,000**	**$195,000**	**$220,000**	**$230,000**	**$240,000**	**$250,000**	**$260,000**	**$270,000**	$53,022 FY 2024 ACFR
Debt Service												
Existing Debt	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Assumed Revenue Bond - Hardesty	0	0	0	43,282	88,079	88,079	88,079	88,079	88,079	88,079	88,079	Calc'd @ 5% for 20 yrs
Assumed Revenue Bond	0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 5% for 20 yrs
Additional Long-Term Debt	0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 5% for 20 yrs
Total Debt Service	$0	$0	$0	$43,282	$88,079	$88,079	$88,079	$88,079	$88,079	$88,079	$88,079	
LESS: Other Funding	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Net Debt Service	**$0**	**$0**	**$0**	**$43,282**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	**$88,079**	
Reserve Funding												
Storm Drain Operating Fund	$2,763	($1,341)	$42,327	$44,341	$94	($2,146)	$6,229	$8,289	$8,908	$7,642	$4,008	
Storm Drain SDC Fund	0	0	0	0	0	0	0	0	0	0	0	
Equipment Reserve	0	0	25,000	30,000	35,000	40,000	50,000	65,000	80,000	95,000	110,000	
Total Reserve Funding	**$2,763**	**($1,341)**	**$67,327**	**$74,341**	**$35,094**	**$37,854**	**$56,229**	**$73,289**	**$88,908**	**$102,642**	**$114,008**	
Total Revenue Requirement	**$893,555**	**$995,730**	**$1,132,684**	**$1,268,565**	**$1,373,920**	**$1,448,764**	**$1,526,624**	**$1,605,703**	**$1,686,010**	**$1,767,248**	**$1,849,087**	
Bal. / (Def.) of Funds	$0	($139,367)	($279,125)	($421,111)	($528,940)	($601,790)	($676,411)	($751,138)	($827,039)	($903,857)	($981,317)	
Plus: Additional Taxes	0	(11,149)	(22,330)	(33,689)	(42,315)	(48,143)	(54,113)	(60,091)	(66,163)	(72,309)	(78,505)	
Total Bal. / (Def.) of Funds	$0	($150,517)	($301,455)	($454,799)	($571,255)	($649,933)	($730,524)	($811,229)	($893,202)	($976,165)	($1,059,822)	
Balance a % of Rate Adj. Req'd	0.0%	17.1%	34.1%	51.2%	64.0%	72.5%	81.1%	89.6%	98.2%	106.7%	115.3%	
Proposed Rate Adjustment	**0.0%**	**18.5%**	**15.5%**	**13.5%**	**8.9%**	**5.4%**	**5.2%**	**4.9%**	**4.7%**	**4.5%**	**4.3%**	
Months of Adjustment	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	*12*	
Add'l Revenue with Rate Adj.	$0	$150,517	$301,455	$454,799	$571,255	$649,933	$730,524	$811,229	$893,202	$976,165	$1,059,822	
Bal. / (Def.) After Rate Adj.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Add'l Rate Adj. Req'd	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	

City of Ashland
Storm Drain Rate Study
Revenue Requirement
Exhibit 3

	Budgeted	*Budgeted*	*Projected*									
	FY 2026	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**	**FY 2035**	**FY 2036**	*Notes*
Avg Residential Monthly Bill	**$5.43**	*$ / ERU*										
Customer Bill on Proposed Adj.	$5.43	$6.43	$7.43	$8.44	$9.19	$9.68	$10.19	$10.68	$11.19	$11.69	$12.19	
Bill Difference - Monthly		1.00	1.00	1.00	0.75	0.50	0.50	0.50	0.50	0.50	0.50	
Debt Service Coverage Ratio *(all debt)*												
Before Rate Adjustment	N/A	N/A	N/A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
After Proposed Rate Adjustment	N/A	N/A	N/A	8.25	4.84	5.23	5.62	6.00	6.36	6.71	7.02	
Reserve Funds												
Beginning Reserve Balance	**$2,048,871**	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**	
Storm Drain Operating Fund												
Beginning Balance	**$2,012,050**	**$1,794,982**	**$1,625,792**	**$1,245,283**	**$810,369**	**$718,581**	**$639,513**	**$645,742**	**$654,031**	**$662,939**	**$670,581**	
Plus: Additions	2,763	0	42,327	44,341	94	0	6,229	8,289	8,908	7,642	4,008	
Less: Uses of Funds	(219,831)	(169,190)	(422,837)	(479,255)	(91,881)	(79,068)	0	0	0	0	0	
Ending Balance	**$1,794,982**	**$1,625,792**	**$1,245,283**	**$810,369**	**$718,581**	**$639,513**	**$645,742**	**$654,031**	**$662,939**	**$670,581**	**$674,589**	
Minimum Target - 90 days O&M	*$203,620*	*$211,311*	*$221,904*	*$233,063*	*$244,030*	*$255,558*	*$267,679*	*$280,423*	*$293,825*	*$307,921*	*$322,748*	
Storm Drain SDC Fund												
Beginning Balance	**$36,821**	**$52,652**	**$57,867**	**$66,127**	**$52,256**	**$84,167**	**$117,029**	**$150,866**	**$185,703**	**$221,567**	**$258,484**	
Plus: Additions	30,000	30,150	30,301	30,452	30,605	30,758	30,911	31,066	31,221	31,377	31,534	As Customer Growth
Interest	1,000	1,316	1,447	1,653	1,306	2,104	2,926	3,772	4,643	5,539	6,462	
Less: Uses of Funds	(15,169)	(26,251)	(23,488)	(45,976)	0	0	0	0	0	0	0	
Ending Balance	**$52,652**	**$57,867**	**$66,127**	**$52,256**	**$84,167**	**$117,029**	**$150,866**	**$185,703**	**$221,567**	**$258,484**	**$296,480**	
Equipment Reserve												
Beginning Balance	**$0**	**$0**	**$0**	**$25,000**	**$55,000**	**$90,000**	**$130,000**	**$180,000**	**$245,000**	**$325,000**	**$420,000**	
Plus: Additions	0	0	25,000	30,000	35,000	40,000	50,000	65,000	80,000	95,000	110,000	
Less: Uses of Funds	0	0	0	0	0	0	0	0	0	0	0	
Ending Balance	**$0**	**$0**	**$25,000**	**$55,000**	**$90,000**	**$130,000**	**$180,000**	**$245,000**	**$325,000**	**$420,000**	**$530,000**	
Total Ending Reserves	**$1,847,634**	**$1,683,660**	**$1,336,409**	**$917,625**	**$892,749**	**$886,542**	**$976,608**	**$1,084,734**	**$1,209,506**	**$1,349,065**	**$1,501,069**	

City of Ashland
Storm Drain Rate Study
Capital Improvement Plan
Exhibit 4

Inflation = 3.5%

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	Total	*Notes*
Storm Drain Capital Improvement Projects													
Hardesty Site Development & Equipment Storage	$0	$0	$539,390	$558,268	$0	$0	$0	$0	$0	$0	$0	**$1,097,658**	
Stormwater Miscellaneous Trenchless Pipe Lining	150,000	0	0	166,308	0	0	0	0	0	0	0	**316,308**	
N Mountain Avenue @ Railroad Tracks	0	113,850	117,835	0	0	0	0	0	0	0	0	**231,685**	
Siskiyou Boulevard @ University Way	150,000	0	0	0	0	0	0	0	0	0	0	**150,000**	
E Main Street @ Emerick Street	0	155,250	128,547	0	0	0	0	0	0	0	0	**283,797**	
Dewey Street @ E Main St	0	0	299,943	0	0	0	0	0	0	0	0	**299,943**	
Gresham Street @ Beach Avenue	0	0	0	498,923	0	0	0	0	0	0	0	**498,923**	
Morton Street - Pennsylvania Street to Iowa Street	0	0	0	0	286,881	296,922	0	0	0	0	0	**583,803**	
Total Storm Drain Capital Improvement Projects	**$300,000**	**$269,100**	**$1,085,715**	**$1,223,499**	**$286,881**	**$296,922**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,462,117**	
Ongoing Capital Projects	$0	$0	$0	$0	$0	$0	$230,000	$240,000	$250,000	$260,000	$270,000	**$1,250,000**	
Transfer to Cash Reserve	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	
Total Capital Improvement Projects	**$300,000**	**$269,100**	**$1,085,715**	**$1,223,499**	**$286,881**	**$296,922**	**$230,000**	**$240,000**	**$250,000**	**$260,000**	**$270,000**	**$4,712,117**	
Less: Outside Funding Sources													
Storm Drain Operating Fund	$219,831	$167,849	$422,837	$479,255	$91,881	$76,922	$0	$0	$0	$0	$0	$1,458,575	
Storm Drain SDC Fund	15,169	26,251	23,488	45,976	0	0	0	0	0	0	0	110,884	
Proceeds from Debt Issuance	0	0	0	0	0	0	0	0	0	0	0	0	
Assumed Revenue Bond - Hardesty	0	0	539,390	558,268	0	0	0	0	0	0	0	1,097,658	
Assumed Revenue Bond	0	0	0	0	0	0	0	0	0	0	0	0	
Additional Revenue Bonds	0	0	0	0	0	0	0	0	0	0	0	0	
Total Funding Sources	**$235,000**	**$194,100**	**$985,715**	**$1,083,499**	**$91,881**	**$76,922**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,667,117**	
Rate Funded Capital	**$65,000**	**$75,000**	**$100,000**	**$140,000**	**$195,000**	**$220,000**	**$230,000**	**$240,000**	**$250,000**	**$260,000**	**$270,000**	**$2,045,000**	

City of Ashland
Storm Drain Rate Study
Revenues at Present Rates
Exhibit 5

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Single Family														
	$ / ERU													
Single Family	$5.43	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260
		7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260
Total Single Family Revenue		**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$39,422**	**$473,062**
Multi-Family														
	$ / ERU													
Multi-Family Minimum Charge	$5.43	70	70	70	70	70	70	70	70	70	70	70	70	70
		70	70	70	70	70	70	70	70	70	70	70	70	70
Multi-Family Minimum Charge Revenue		**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$380**	**$4,561**
	$ / ERU													
Multi-Family Storm Drain Charge Per Unit	$2.33	704	704	704	704	704	704	704	704	704	704	704	704	704
		704	704	704	704	704	704	704	704	704	704	704	704	704
Multi-Family Storm Drain Charge Per Unit Revenue		**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$1,640**	**$19,684**
Total Multi-Family Revenue		**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$2,020**	**$24,245**

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Commercial														
	$ / ERU													
Commercial	$5.43	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958
		3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958
Total Commercial Revenue		**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$21,491**	**$257,892**
All Other														
	$ / ERU													
Minimum Charge All Other	$5.43	1	1	1	1	1	1	1	1	1	1	1	1	1
		1	1	1	1	1	1	1	1	1	1	1	1	1
Minimum Charge All Other Revenue		**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$5**	**$65**
	$ / 1000 sq ft													
All Other Uses Not Classified Above	$1.80	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513
		2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513
All Other Uses Not Classified Above Revenue		**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$4,524**	**$54,291**
Total All Other Revenue		**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$4,530**	**$54,356**

City of Ashland
Storm Drain Rate Study
Revenues at Present Rates
Exhibit 5

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Summary													
ERUs													
Single Family	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	7,260	87,120
Condominium	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi-Family	704	704	704	704	704	704	704	704	704	704	704	704	8,448
Mobile Home & Trailer	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	3,958	47,494
All Other	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	2,513	30,162
Total Consumption	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**14,435**	**173,224**
Revenues													
Single Family	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$39,422	$473,062
Condominium	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi-Family	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	24,245
Mobile Home & Trailer	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	257,892
All Other	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	4,530	54,356
Total Revenues	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$67,463**	**$809,555**

FY 2025 Actual	$801,337
Difference	*$8,218*
Percent	1.0%
FY 2026 Budget	$850,000
Difference	*($40,445)*
Percent	-4.8%
FY 2027 Budget	$900,000
Difference	*($90,445)*
Percent	-10.0%

City of Ashland
Storm Drain Rate Study
Exhibit 6
Unit Costs Summary

		Test Year FY 2027
Fixed		
	Total Revenue Requirement	$995,730
	Misc. Revenue	42,760
	Additional Taxes	11,149
	Total - $ / Acct. / Mo	**$964,119**
Total Cost / Acct. / Mo		**$6.43**
	Current Cost Per Equiv. Unit	**$5.43**
Basic Data		
	Number of Equiv. Units	135,287
	MF ERU = 2.33 MF Units per ERU	4,487
	1 ERU = 3,000 sq ft impervious area	10,060
	Total Number of Equivalent Units	**149,835**

City of Ashland
Storm Drain Rate Study
Exhibit 7
Rate Summary

	Present Rates	*Proposed Rates*				
		FY 2027	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
	$/ERU					
Single Family	$5.43	$6.43	$7.43	$8.43	$9.18	$9.68
Multi-Family	2.33	2.76	3.19	3.62	3.94	4.15
Commercial	5.43	6.43	7.43	8.43	9.18	9.68
All Other	1.80	2.13	2.46	2.79	3.04	3.20
Minimum Charge Per Account	5.43	6.43	7.43	8.43	9.18	9.68

Council Business Meeting

Date: July 21, 2026

Agenda Item	Second Reading of Ordinances 3296, 3297, and 3298 Manufactured Home Park Zone (MHPZ), Amending Manufactured Housing Development Standards, Adopting Related Comprehensive Plan and Zoning Map Amendments, and adopting Findings and Conclusions of Law.
Department	Community Development
From	Brandon Goldman, Director of Community Development, Linda Reid, Housing Program Manager

TIME ESTIMATE
15 Minutes

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

SUMMARY
Adopt second reading of Ordinances No. 3296, 3297, and 3298 implementing the Manufactured Home Park Zone (MHPZ) project, and adopt the accompanying Findings of Fact and Conclusions of Law. Council conducted a public hearing and approved first reading of these three ordinances, as amended, on June 16, 2026.

POLICIES, PLANS & GOALS SUPPORTED

- Ashland Housing Production Strategy (2023), Strategy G: Maintain quality and support preservation of existing manufactured home parks.
- Ashland Comprehensive Plan Housing Goal 6.10.2: Support the creation and preservation of housing that is affordable to low and moderate income households and commensurate with the incomes of Ashland's workforce.
- Ashland Comprehensive Plan Housing Policy 3: Integrate housing with other compatible land uses through flexible zoning provisions.
- Oregon Statewide Planning Goal 10: Housing.

BACKGROUND AND ADDITIONAL INFORMATION
The preservation of manufactured home parks was identified as a priority action in Ashland's Housing Production Strategy (HPS), adopted by the City Council in 2023. Manufactured home parks represent one of Ashland's most significant sources of low-cost homeownership and housing stability. The HPS recommends development of regulatory tools intended to preserve existing parks, support reinvestment, reduce redevelopment pressure, and minimize displacement of residents.

At the June 16, 2026 public hearing, Council approved first reading of Ordinance No. 3296 establishing the Manufactured Home Park Zone and associated land use standards, Ordinance No. 3297 amending the Zoning Map to apply the MHPZ designation, and Ordinance No. 3298 amending the Comprehensive Plan Map to establish the Manufactured Home Park designation, each as amended by Council. The three ordinances are now before Council for second reading.

Draft Findings of Fact and Conclusions of Law have been revised from the version presented at first reading to reflect the amendments approved by Council on June 16, 2026. The findings document the basis for the Comprehensive Plan and Zoning Map amendments and the associated land use code amendments, and support Council's decision to approve Ordinances No. 3296, 3297, and 3298. Staff recommends that Council adopt the findings by motion in conjunction with second reading of the three ordinances.

PROPOSED ORDINANCES

Ordinance No. 3296, Land Use Ordinance Amendments
Establishes the Manufactured Home Park Zone and amends related sections of the Land Use Ordinance addressing manufactured homes on individual lots, manufactured home parks, childcare facilities, residential care uses, definitions, and development standards, consistent with recent changes in state law and Council's direction at first reading.

Ordinance No. 3297, Zoning Map Amendment
Applies the Manufactured Home Park Zone designation to eligible manufactured home parks within the city limits, consistent with the map amendments approved by Council on June 16, 2026.

Ordinance No. 3298, Comprehensive Plan Map Amendment
Establishes a Manufactured Home Park land use designation on the Comprehensive Plan Map for the same properties, consistent with the map amendments approved by Council on June 16, 2026.

FINDINGS OF FACT AND CONCLUSIONS OF LAW
The draft findings address the applicable approval criteria for the Comprehensive Plan Map amendment, Zoning Map amendment, and land use code amendments, including consistency with the Ashland Comprehensive Plan, the Ashland Municipal Code, and the Statewide Planning Goals. The findings incorporate the amendments approved by Council on June 16, 2026, including revisions to the ordinance definitions and the removal of Upper Pines Mobile Home Park, Ashland RV Park, and the Jackson Wellsprings property from the proposed MHPZ and Comprehensive Plan designations. The findings are provided for Council adoption by motion and, once adopted, will support the Council's decision on Ordinances No. 3296, 3297, and 3298.

FISCAL IMPACTS
The proposed ordinances are legislative amendments and have no direct impact on the City's adopted budget. Development of the ordinance package was substantially funded through a Technical Assistance Grant from the Oregon Department of Land Conservation and Development.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
Staff recommends that Council approve second reading, by title only, of Ordinances No. 3296, 3297, and 3298, and adopt the accompanying Findings of Fact and Conclusions of Law. Separate motions are provided below so Council may act on each ordinance individually.

Motion 1, Ordinance No. 3296: I move to approve second reading, by title only, of Ordinance No. 3296 amending Ashland Municipal Code Sections 18.2.2.030, 18.2.3.170, 18.2.3.180, 18.3.9.020, 18.3.9.030, and related provisions to establish the Manufactured Home Park Zone (MHPZ) and associated development standards, as approved by Council on first reading.

Motion 2, Ordinance No. 3297: I move to approve second reading, by title only, of Ordinance No. 3297 amending the Ashland Zoning Map to establish the Manufactured Home Park Zone, as approved by Council on first reading.

Motion 3, Ordinance No. 3298: I move to approve second reading, by title only, of Ordinance No. 3298 amending the Ashland Comprehensive Plan Map to establish the Manufactured Home Park designation, as approved by Council on first reading.

Motion 4, Findings of Fact and Conclusions of Law: I move to adopt the Findings of Fact and Conclusions of Law in Planning Action PA-L-2026-00018, as presented, in support of Ordinances No. 3296, 3297, and 3298.

REFERENCES & ATTACHMENTS
1. Ord3296_MPHZ_CH18_07212026
2. Ord3297_MHPZ-Zoning Map_07212026
3. Ord_3297_ZONING MAP_ExhibitA_072120262026
4. Ord3298_ MHPZ _Comp Plan Map_07212026

5. Ord_3298_COMP PLAN MAP_ExhibitA_07212026
6. 07212026 MHPZ_PA-L-2026-00018_Findings

ORDINANCE NO. 3296

AN ORDINANCE AMENDING ASHLAND MUNICIPAL CODE SECTIONS 18.2.2.030 (ALLOWED USES), 18.2.3.170 (MANUFACTURED HOME ON INDIVIDUAL LOT), 18.2.3.180 (MANUFACTURED HOUSING DEVELOPMENTS), 18.3.9.020 (APPLICABILITY OF THE PERFORMANCE STANDARDS OPTION), 18.3.9.030 (PSO OVERLAY), AND RELATED PROVISIONS TO ESTABLISH THE MANUFACTURED HOME PARK ZONE (MHPZ), MODIFY MANUFACTURED HOME PARK STANDARDS, AND IMPLEMENT STATE LAW REQUIREMENTS RELATING TO CHILDCARE FACILITIES AND RESIDENTIAL CARE USES

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

WHEREAS, the Oregon Legislature has adopted amendments to state law intended to reduce barriers to manufactured housing and expand housing choice, including provisions requiring local governments to allow manufactured dwellings on individual lots under standards that are clear and objective and that do not unreasonably restrict placement of manufactured homes meeting applicable construction and safety standards, including ORS 197.314, ORS 197.307, and ORS 197A.400; and

WHEREAS, the State of Oregon recognizes manufactured housing and manufactured home parks as an important component of the state's needed housing supply and has adopted policies and legislation intended to encourage the preservation, improvement, and continued availability of manufactured housing opportunities throughout Oregon; and

WHEREAS, the City of Ashland Housing Production Strategy identifies Strategy G, "Maintain quality and support preservation of existing manufactured home parks," as a priority action to preserve existing housing opportunities, support reinvestment in manufactured housing communities, and maintain long term housing stability for Ashland residents; and

WHEREAS, the Housing Element of the Ashland Comprehensive Plan establishes goals and policies to ensure a range of housing types for the community, support the creation and preservation of housing affordable to low and moderate income households, and encourage efficient residential development patterns that make effective use of urban land and infrastructure; and

WHEREAS, Statewide Planning Goal 10 requires local governments to provide for the housing needs of Oregon residents, and the City of Ashland's acknowledged Housing Capacity Analysis and Housing Production Strategy identify manufactured housing as an important source of homeownership opportunities and a needed component of the City's housing supply; and

WHEREAS, manufactured dwelling parks provide an important source of attainable homeownership opportunities within the City of Ashland, offering housing choices for households that may otherwise be unable to purchase a home in the local market, and the preservation and modernization of manufactured housing communities serves an important public purpose by maintaining housing stability, supporting reinvestment, and preserving a diverse supply of housing choices for current and future residents; and

WHEREAS, the Oregon Legislature has adopted additional housing and community service related requirements, including HB 3560 relating to childcare facilities and HB 2005 relating to residential care homes and residential care facilities, and the amendments include revisions to the Ashland Municipal Code necessary to maintain consistency with current state law and ensure such uses are permitted in accordance with applicable statutory requirements; and

WHEREAS, the City Council finds that the amendments adopted herein, including establishment of a Manufactured Home Park Zone, updates to manufactured housing standards, and revisions necessary to comply with state requirements relating to childcare facilities and residential care uses, will promote compliance with state law, implement adopted Housing Production Strategy actions, further the goals and policies of the Ashland Comprehensive Plan, support the preservation of needed housing, expand housing and community service opportunities, and provide clear and objective standards for development within the City.

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

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

SECTION 2. AMC 18.2.2.030, Allowed Uses, is hereby amended as follows:

18.2.2.030 Allowed Uses

A. Uses Allowed in Base Zones. Allowed uses include those that are permitted, permitted subject to special use standards, and allowed subject to approval of a conditional use permit. Where Table 18.2.2.030 does not list a specific use and part 18.6 does not define the use or include it as an example of an allowed use, the City may find that use is allowed, or is not allowed, following the procedures of section 18.1.5.040.

B. Permitted Uses and Uses Permitted Subject to Special Use Standards. Uses listed as "Permitted (P)" are allowed. Uses listed as "Permitted Subject to Special Use Standards (S)" are allowed, provided they conform to chapter 18.2.3, Special Use Standards. All uses are subject to the development standards of the zone in which they are located, any applicable overlay zone(s), and the review procedures of part 18.5. See section 18.5.1.020.

C. Conditional Uses. Uses listed as "Conditional Use Permit Required (CU)" are allowed subject to the requirements of chapter 18.5.4.

D. Prohibited Uses. Uses not listed in Table 18.2.2.030 and not found to be similar to an allowed use following the procedures of section 18.1.5.040 are prohibited. Prohibited uses are subject to the violations, complaints, and penalties sections in 18.1.6.080, 18.1.6.090, and 18.1.6.100.

E. Uses Regulated by Overlay Zones. Notwithstanding the provisions of chapter 18.2.2, additional land use standards or use restrictions apply within overlay zones. An overlay zone may also provide for exceptions to some standards of the underlying zone. For uses allowed in special districts CM, HC, NM, NN and SOU, and for regulations applying to the City's overlay zones, refer to part 18.3.

F. Accessory Uses. Uses identified as "Permitted (P)" are permitted as primary uses and as accessory uses. For information on other uses that are customarily allowed as accessory, please refer to the description of the land use categories in part 18.6, Definitions.

G. Mixed-Use. Uses allowed in a zone individually are also allowed in combination with one another, in the same structure or on the same site, provided all applicable development standards and building code requirements are met.

H. Temporary Uses. Temporary uses require a conditional use permit under chapter 18.5.4, except as follows:

1. Short-Term Events. The Staff Advisor may approve through ministerial review short-term temporary uses occurring once in a calendar year and lasting not more than 72 hours including set-up and take-down. Activities such as races, parades, and festivals that occur on public property (e.g., street rights-of-way, parks, sidewalks, or other public grounds) require a special event permit pursuant to chapter 13.03.

2. Short-Term Food Truck Event. The Staff Advisor may approve through ministerial review the short-term temporary operation of a food truck occurring not more than once per month and lasting not more than 72 hours including set-up and take-down. In addition to the short-term food truck event permit, food truck vendors shall obtain a business license, register for and pay applicable food and beverage tax, and receive any requisite inspections from the Building and Fire Departments and the Jackson County Environmental Public Health Department. Short-term food truck events are not to be permitted in residential zones.

3. Garage Sales. Garage sales shall have a duration of not more than two days and shall not occur more than twice within any 365-day period. Such activity shall not be accompanied by any off-premises advertisement. For the purpose of this chapter, garage sales meeting the requirements of this subsection shall not be considered a commercial activity.

4. Temporary Buildings. Temporary occupancy of a manufactured housing unit or similar structure may be permitted for a period not to exceed 90 calendar days upon the granting of a permit by the Building Official. Such occupancy may only be allowed in conjunction with construction on the site. Said permit shall not be renewable within a six-month period beginning at the first date of issuance, except with approval of the Staff Advisor.

I. Disclaimer. Property owners are responsible for verifying whether a proposed use or development meets the applicable standards of this chapter.

Table 18.2.2.030. Uses Allowed by Zone

	MH PZ	R-1	R-1-3.5	R-2	R-3	RR	WR	C-1 & C-1-D	E-1	M-1	Special Use Standards
A. Agricultural Uses[1]											
Agriculture, except Keeping of Bees, Livestock and	**N**	P	P	P	P	P	P	N	N	N	Animal sales, feed

Micro-Livestock, Homegrown Marijuana Cultivation, and Marijuana Production											yards, keeping of swine, commercial compost, or similar uses not allowed
Keeping of Bees	**S**	S	S	S	S	S	S	N	N	N	Sec. 18.2.3.160
Keeping of Livestock	**N**	S	N	N	N	S	S	N	N	N	
Keeping of Micro-Livestock	**N**	S	S	S	S	S	S	N	N	N	
Marijuana Cultivation, Homegrown	**N**	S	S	S	S	S	S	S	S	S	Sec. 18.2.3.190 See General Industrial, Marijuana Production
B. Residential Uses											
Single-Family Dwelling	**N**	P	P	P	P	P	P	S	S	N	See Single-Family standards in Sec. 18.2.5.090 Sec. 18.2.3.130 for

											dwellings in C-1 zone and E-1 zone Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Accessory Residential Unit	**N**	S	S	S	S	S	S	N	N	N	Sec. 18.2.3.040 and 18.5.2.020.C.2 Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Cottage Housing	**N**	S	N	N	N	N	N	N	N	N	Sec. 18.2.3.090,

											Cottage Housing
Duplex	**N**	S	S	S	S	S	S	S	S	N	Sec. 18.2.3.110, Duplex, and 18.5.2.020. C.2 Sec. 18.2.3.130 for dwellings in C-1 zone and E-1 zone Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Manufactured Home on Individual Lot	**S**	S	S	S	S	N	N	N	N	N	Sec. 18.2.3.170 and not allowed in Historic

											District Overlay
Manufactured Housing Development	**S**	N	S	CU +S	N	N	N	N	N	N	Sec. 18.2.3.180
Multifamily Dwelling	**N**	N	P	P	P	N	N	S	S	N	Sec. 18.2.3.130 for C-1 zone and E-1 zone Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Rental Dwelling Unit Conversion to For-Purchase Housing	**N**	N	N	S	S	N	N	N	N	N	Sec. 18.2.3.200
Home Occupation	**S**	S	S	S	S	S	S	S	S	N	Sec. 18.2.3.150
C. Group Living											
Nursing Homes, Convalescent Homes	**CU**	C U	C U	CU	CU	CU	C U	N	N	N	See chapter 18.3.3, Health Care

											Services District
Residential Care Home	**P**	P	P	P	P	P	P	**S** ~~**N**~~	**S** ~~**N**~~	N	Subject to State licensing requirements
Residential Care Facility	**P**	**P** ~~**C U**~~	P	P	P	CU	C U	**S** ~~**N**~~	**S** ~~**N**~~	N	Subject to State licensing requirements
Room and Boarding Facility	**N**	N	P	P	P	N	N	N	N	N	
D. Public and Institutional Uses											
Airport	**N**										See chapter 18.3.7, Airport Overlay
Cemetery, Mausoleum, Columbarium	**N**	N	N	N	N	CU	N	N	N	N	
Child Care Facility	**P**	**P** ~~**C U**~~	**P** ~~**C U**~~	**P** ~~**CU**~~	**P** ~~**CU**~~	**P** ~~**CU**~~	**P** ~~**C U**~~	P	P	P	Family Child Care Home exempt from planning application procedure

											pursuant to ORS 329A.440, see part 18.6 for definition Subject to State licensing requirements
Club Lodge, Fraternal Organization	**CU**	CU	CU	CU	CU	CU	CU	P	CU	CU	
Electrical Substation	**N**	N	N	N	N	N	N	CU	CU	P	
Hospitals	**N**	CU	CU	CU	CU	CU	N	N	N	N	See chapter 18.3.3, Health Care Services District
Governmental Offices and Emergency Services (e.g., Police, Fire); excluding Outdoor Storage	**N**	CU	CU	N	N	CU	CU	P	P	P	
Mortuary, Crematorium	**N**	N	N	N	N	CU	N	P	P	P	
Park, Open Space, and Recreational Facility, including playgrounds,	**P**	P	P	P	P	P	P	N	N	N	

trails, nature preserves, athletic fields, courts, swim pools, and similar uses											
Public Parking Facility	**N**	P	P	P	P	P	P	P	P	P	
Recycling Depot	**N**	N	N	N	N	N	N	N	P	P	Not allowed within 200 feet of a residential zone
Religious Institution, Houses of Worship	**CU**	CU	CU	CU	CU	CU	CU	CU	CU	CU	
School, Private (Kindergarten and up)	**N**	CU	CU	CU	CU	CU	CU	N	N	N	
School, Public (Kindergarten and up)	**N**	P	P	P	P	P	CU	N	N	N	
School, Private College/Trade/Technical School	**N**	N	N	N	N	N	N	N	CU	P	
Utility and Service Building, Yard and Structure, Public and Quasi-Public, excluding electrical substations	**N**	CU	CU	N	N	CU	CU	P	P	P	Includes public service building, yard, and structures such as public works yards

											Yards not allowed in the RR, WR, and C-1 zones
Wireless Communication Facility	**CU**	CU	CU	CU	CU	CU	CU	P or CU	P or CU	P or CU	Chapter 18.4.10
E. Commercial Uses											
Amusement/Entertainment, includes theater, concert hall, bowling alley, miniature golf, arcade; excluding drive-up uses	**N**	N	N	N	N	N	N	P	CU	P	
Automotive and Truck Repair, or Service; includes fueling station, car wash, tire sales and repair/replacement, painting, and other repair for automobiles, motorcycles, aircraft, boats, RVs, trucks, etc.	**N**	N	N	N	N	N	N	S or CU	S or CU	P	Sec. 18.2.3.050 In C-1 zone, fuel sales and service is a permitted use provided within the Freeway Overlay, see chapter 18.3.8;

											conditional use in locations outside of Freeway Overlay In E-1 zone, auto and truck repair is a permitted use if 200 feet or more from residential zones; fuel sales and service requires CU permit
Automotive Sales and Rental, includes motorcycles, boats, RVs, and trucks	**N**	N	N	N	N	N	N	CU	CU	P	Not allowed within Historic District Overlay
Accessory Travelers' Accommodation (See also Travelers' Accommodation)	**N**	N	N	CU +S	CU +S	N	N	N	N	N	Sec. 18.2.3.220
Bakery, except as classified as Food Processing	**CU**	N	N	N	N	N	N	P	P	P	

Commercial Laundry, Cleaning, and Dyeing Establishment	**N**	N	N	N	N	N	N	S	S	P	Sec. 18.2.3.080
Commercial Recreation, includes country club, golf course, swimming club, and tennis club; excluding intensive uses such as driving range, race track, or amusement park	**CU**	CU	CU	N	N	CU	CU	N	N	N	
Drive-Up Use	**N**	N	N	N	N	N	N	S	N	N	Per Sec. 18.2.3.100, Drive-Up uses are limited to area east of Ashland St at intersection of Ashland St/Siskiyou Blvd
Food Trucks and Food Carts	**N**	N	N	N	N	N	N	S	S	S	Sec. 18.2.3.145
Hostel	**N**	N	N	CU	CU	N	N	CU*	N	N	*In C-1 zone, requires annual Type I review for at least

											the first three years, after which time the Planning Commission may approve a permanent facility through the Type II procedure
Hotel/Motel	**N**	N	N	N	N	N	N	CU	CU	P	
Kennel (See also Veterinary Clinic)	**N**	N	N	N	N	N	N	S	S	CU	No animals kept outside within 200 feet of a residential zone
Limited Retail Uses in Railroad Historic District	**N**	N	CU	CU	CU	N	N	N	N	N	Sec. 18.2.3.210 for Retail Uses Allowed in Railroad

											Historic District
Lumber Yard and Similar Sales and Rental of Building or Contracting Supplies, or Heavy Equipment	**N**	N	N	N	N	N	N	CU	CU	P	
Marijuana Retail Sales, includes sale of medical and recreational marijuana	**N**	N	N	N	N	N	N	S or CU	S or CU	N	Per Sec. 18.2.3.190, marijuana retail sales are limited to the C-1 and E-1 zones and located on a boulevard or 200 feet or more from any residential zone, see Sec. 18.2.3.190
Nightclub, Bar	**N**	N	N	N	N	N	N	S	CU	P	Not allowed within the Historic District Overlay unless

											located in C-1-D
Office	**CU**	N	N	CU	CU	N	N	P	P	P	
Outdoor Storage of Commodities or Equipment associated with an allowed use	**N**	N	N	N	N	N	N	CU	CU	P	
Plant Nursery, Wholesale, except Marijuana Production	**N**	N	N	CU	CU	N	N	N	N	N	
Restaurants	**CU**	N	N	N	N	N	N	P	P	P	
Retail Sales and Services, except Outdoor Sales and Services	**CU**	N	N	CU +S	N	N	N	P	S	S	In R-2 zone, uses limited to personal and professional services, except see Sec. 18.2.3.210 for retail uses allowed in Railroad Historic District In E-1 zone, Retail limited to

											20,000 square feet of gross leasable floor space per lot In M-1 zone, uses limited to serving persons working in zone See Marijuana Retail Sales
Self-Service Storage, Commercial (Mini-Warehouse)	**N**	N	N	N	N	N	N	N	CU	P	
Travelers' Accommodation (See also Accessory Travelers' Accommodation)	**N**	N	N	CU +S	CU +S	N	N	N	N	N	Sec. 18.2.3.220
Veterinary Clinic	**N**	N	N	N	N	N	N	P	P	P	
	F. Industrial and Employment Uses										

Cabinet, Carpentry, and Machine Shop, and related Sales, Services, and Repairs	**N**	N	N	N	N	N	N	N	S or CU	P	In the E-1 zone, uses within 200 feet of a residential zone require CU permit
Commercial Excavation and Removal of Sand, Gravel, Stone, Loam, Dirt or Other Earth Products	**N**	N	N	N	N	CU +S	N	N	N	N	Sec. 18.2.3.070
Concrete or Asphalt Batch Plant	**N**	N	N	N	N	N	N	N	N	CU	
Dwelling for a caretaker or watchman	**N**	N	N	N	N	N	N	N	CU	CU	
Food Products Manufacture/Processing/Preserving, including canning, bottling, freezing, drying, and similar processing and preserving	**N**	N	N	N	N	N	N	S	S	P	In the C-1 zone, manufacture or assembly of items sold is a permitted use, provided such manufacturing or assembly occupies 600

											square feet or less, and is contiguous to the permitted retail outlet In the E-1 zone, see Sec. 18.2.3.140
Manufacture, General, includes Marijuana Laboratory, Processing, and Production	**N**	N	N	N	N	N	N	N	P or S	P or S	In E-1 and M-1 zones, marijuana laboratory, processing, and production are subject to the special use standards in Sec. 18.2.3.190 See Marijuana Cultivation,

											Homegrown
Manufacture, Light; excluding saw, planing or lumber mills, or molding plants	**N**	N	N	N	N	N	N	S	P	P	Requires assembly, fabricating, or packaging of products from previously prepared materials such as cloth, plastic, paper, cotton, or wood In the C-1 zone, manufacture or assembly of items sold in a permitted use, provided such manufacturing or assembly

											occupies 600 square feet or less, and is contiguous to the permitted retail outlet
Outdoor Storage of Commodities or Equipment associated with an allowed use	**N**	N	N	N	N	N	N	CU	CU	P	
Television and Radio Broadcasting Studio	**N**	N	N	N	N	N	N	N	P	P	
Wholesale Storage and Distribution, includes Marijuana Wholesale	**N**	N	N	N	N	N	N	N	S	S	Deliveries and shipments limited to 7 a.m. - 9 p.m. within 200 feet of a residential zone In E-1 and M-1 zones, marijuana wholesale is subject to the

											special use standards in Sec. 18.2.3.190
Wrecking, Demolition, and Junk Yards	**N**	N	N	N	N	N	N	N	N	CU	
G. Other Uses											
Temporary Tree Sales	**N**	N	N	N	N	N	N	P	N	N	Allowed from November 1 to January 1
Temporary Use	CU, except uses lasting less than 72 hours are subject to ministerial review, per Sec. 18.2.2.030.H										
1 KEY: P = Permitted Use; S = Permitted with Special Use Standards; CU = Conditional Use Permit Required; N = Not Allowed.											

SECTION 3. AMC 18.2.3.170, Manufactured Home on Individual Lot, is hereby amended as follows:

18.2.3.170 Manufactured Home on Individual Lot

Manufactured dwellings relocated into the City shall conform to City standards. Manufactured homes are permitted on individual lots, subject to all of the following design standards.

~~**A. Floor Plan. The manufactured home shall be multi-sectional and have an enclosed floor area of not less than 1,000 square feet.**~~

~~**B. Roof. The manufactured home shall have a pitched roof with a slope not less than 3 feet in height for each 12 feet in width (14 degrees).**~~

C. Residential Building Materials. The manufactured home shall have exterior siding and roofing which in color, material, and appearance are similar or superior to the exterior siding and roof material used on nearby residences (e.g., horizontal wood or wood-appearance siding is considered "superior" to metal siding and roofing).

D. Garages and Carports. **Garages and carports shall utilize materials, colors, and design elements that are visually compatible with the primary dwelling. Compatibility shall be consistent with sections 18.4.2.030 (D.) and (E.)** ~~**If the manufactured home has a garage or carport, the garage or carport shall be constructed of materials like those used on the house.**~~

E. Thermal Envelope. The manufactured home shall be certified by the manufacturer to meet the thermal envelope requirements equivalent to those for a single-family dwelling constructed under the building code. Evidence demonstrating that the manufactured home meets "Super Good Cents" energy efficiency standards, or equivalent standard, is deemed to satisfy the exterior thermal envelope certification requirement.

F. Placement. **The manufactured home shall conform with building code requirements in chapter 18.4 and the minimum set-up standards of the adopted state Administrative Rules for Manufactured Dwellings, OAR 918.**~~**The manufactured home shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that it complies with the applicable building code requirements, including the height above grade, and the minimum set-up standards of the adopted state Administrative Rules for Manufactured Dwellings, OAR 918.**~~

G. Floodplain. **Manufactured homes located within flood hazard areas shall comply with chapter 18.3.10 Physical and Environmental Constraints and chapter 15.10.080 Provisions for Flood Hazard Protection, along with all applicable floodplain management requirements of the Federal Emergency Management Agency (FEMA), including but not limited to standards adopted through the National Flood Insurance Program (NFIP).**~~**Manufactured homes shall comply with chapter 18.3.10 Physical and Environmental Constraints**~~

H. Foundation Skirt. The foundation area of the manufactured home shall be fully skirted with concrete, **~~horizontal wood, or vinyl siding,~~** or other **solid** materials, pursuant to applicable building codes**. Metal siding shall be encouraged to increase fire safety and protection.**

I. Design Features. The manufactured home shall incorporate at least two of the single-family design features in section 18.2.5.090.

J. Prohibited. The manufactured home shall not be located in a designated historic district.

SECTION 4. AMC 18.2.3.180, Manufactured Housing Developments, is hereby amended as follows:

18.2.3.180 Manufactured Housing Developments

A. Purpose. The purpose of this section is to encourage the most appropriate use of land for manufactured housing development purposes, to encourage design standards **~~which will create pleasing appearances,~~** to provide sufficient open space for light, air, and recreation, to provide adequate access to manufactured housing sites, and to refer minimum utility service facilities to appropriate City codes.

B. General Provisions.

1. Manufactured housing development may be located or relocated only in R-1-3.5 and R-2 zones**, or the MHP zone**

~~2. No manufactured housing developments may be located, relocated, or increased in size or number of units within any other zone.~~

3. No manufactured housing developments may be located within the Historic District Overlay.

4. Manufactured housing developments shall be subject to regulations of this chapter and shall be located only on sites approved for use under the provisions of such chapter. No person shall establish, operate, manage, maintain, alter, or enlarge any manufactured housing development contrary to the provisions of this ordinance.

5. In addition to the requirements of this chapter, all manufactured housing developments shall conform to the regulations of ORS 446, together with such administrative rules as may be adopted from time to time, except where such regulations are exceeded by the requirements of this chapter, in which case the more stringent requirements shall apply.

C. Procedure for Approval. The procedure for approving a manufactured home development is the same as for the Performance Standards Option (Outline Plan and Final Plan), pursuant to chapter 18.3.9.

D. Manufactured Housing Development Design Standards.

1. Minimum Court Size. A manufactured housing development shall occupy a site of not less than one acre in size.

2. Density. The maximum density permitted shall be **18 manufactured dwelling units per acre, regardless of zoning district. Density calculations, minimum unit counts, and proximity standards shall be determined in accordance with the definition of Manufactured Dwelling Park in this title** ~~**eight manufactured housing units per acre of developed court area. Manufactured housing which is 14 feet wide or less, or which is less than 800 square feet in size will count as 0.75 units for this calculation.**~~

3. Manufactured Housing Sites or Lots. **Manufactured housing sites or lots shall meet the minimum dimensional standards established by applicable building and fire codes. No minimum lot width or depth shall be required, provided that each site or lot accommodates required setbacks, access, utilities, and fire separation standards.** ~~**All manufactured housing sites or lots must be at least 2,000 square feet in size, at least 35 feet wide, and at least 40 feet deep.**~~

4. Lot Coverage. Maximum lot coverage of any individual manufactured housing lot or site shall be 65 percent ~~**in the R-2 zone and 55 percent in the R-1-3.5 zone**~~ **regardless of zoning district. The general lot coverage requirements of the parent zone shall apply to the entire project site**. ~~**In addition, the general lot coverage requirements of the parent zone shall also be complied with for the entire project site.**~~

5. Setbacks.

   a. Exterior Setbacks. Manufactured housing sites along the exterior boundary of the court shall have the same setbacks as required in the parent zone, and no less than a minimum of five **(5)** feet from a property boundary line.

   b. Interior ~~**Front Yard**~~ Setbacks. **Interior setbacks for manufactured housing sites or lots shall comply with applicable building code and fire code separation standards.** ~~**There shall be a front yard on each manufactured home lot or space of at least ten feet.**~~

   c. ~~**Interior Side and Rear Yard Setbacks There shall be side or rear yards of at least five feet. There shall be a minimum separation of ten feet between manufactured housing units.**~~ **Encroachments. Porches, decks, and similar**

appurtenances may encroach into required interior setback areas, provided they comply with all applicable building and fire code requirements.

6. Street Standards. Public streets shall comply with the design standards contained in **Cc**hapter 18.4.6. Private streets shall be **constructed** a minimum of 20 feet in width, **consisting of a minimum 16-foot paved vehicular travel lane** and **~~constructed to~~ a separated pedestrian walkway of at least four feet in width meeting** the **~~same standards as specified for~~ requirements of subsection 18.2.3.180.D.7, or** an **~~alley~~ 18-foot paved shared street designed to accommodate both vehicles and pedestrians**. **~~A private street may be a dead-end street no more than 300 feet in depth from a higher order road. Adequate~~ If the road is 150 feet or greater, adequate** turn-around shall be provided according to standards established by **~~the Planning Commission~~ applicable fire code.**

7. Sidewalk Standards. Every manufactured housing development shall have a permanent pedestrian walkway at least 48 inches wide **within public rights of way. Private streets must be ADA compliant when connecting all manufactured housing units to public or private streets, common open spaces, parks, and commonly owned buildings and facilities. ~~connecting all manufactured housing units to public or private streets, common open spaces, parks, and commonly owned buildings and facilities.~~**

8. Utilities. Provisions for electric, water, and sanitary service shall be made in accordance with established City procedures and law, including number, size, quality, and location of fixtures, connections, and facilities. Telephone and electric lines shall be placed underground.

9. Landscaping.

a. All areas of the development not occupied by paved roadways, pathways, parking areas, or not occupied by other facilities shall be landscaped. Areas that contain significant natural vegetation may be left in a natural state, if approved on the final landscaping plans. **Landscaping and all plantings must comply with wildfire protection standards.**

b. Manufactured housing **~~developments~~ parks ~~located in an R-1-3.5 zone shall have 45 percent of the entire site landscaped. Developments located in the R-2 zone~~** shall have 35 percent of the entire site landscaped.

10. Fencing. Fencing shall comply with all fencing requirements as per section 18.4.4.060.

11. Common Open Space. All developments are required to provide a minimum of five percent of the total lot area in common open space**. Common open space may be supplemented with outdoor amenities such as benches, water features, a children's play structure, garden, or a fenced dog run.**

12. Community Serving Buildings. Community-serving buildings are intended to support the daily needs of residents of a manufactured housing development and to enhance on-site services, social interaction, and management functions without altering the primarily residential character of the development. Non-residential community-serving buildings may be permitted within a manufactured housing development, although such buildings shall be accessory to and primarily serve residents of the development.

1. **Permitted Uses. The following community serving uses are permitted outright within a Manufactured Dwelling Park.**

   Resident serving uses, including:

   a. **Manager or administrative office;**

   b. **Clubhouse or community building;**

   c. **Resident gathering spaces, including facilities for extreme weather shelter (e.g., heat, smoke, or similar events);**

   d. **Laundry facilities;**

   e. **Recreation and wellness facilities (e.g., fitness room, game room, or library);**

   f. **Shared community kitchen or food preparation space;**

   g. **Resident storage, maintenance, and operations buildings;**

   h. **Mail and package facilities;**

2. **i. Childcare facilities and childcare centers, which may serve park residents and the general public.Conditional Uses. Commercial uses open to the public,**

other than childcare, may be permitted subject to a Conditional Use Permit pursuant to AMC 18.5.4, including retail, general office, professional or personal service offices, food service (e.g., café), and personal services.

3. **Scale Limitation. The combined gross floor area of all uses authorized under this section, whether permitted outright or approved through a Conditional Use Permit, shall not exceed the greater of:**

    a. **100 square feet per unit; or**

    b. **2,500 square feet of gross floor area.**

4. **Compatibility. Uses shall be subordinate to and compatible with the residential character of the park. Conditional uses shall demonstrate compliance with AMC 18.5.4.**

5. **Outdoor seating, play areas, or gathering spaces associated with community-serving uses shall be integrated into the site's open space and pedestrian network.**

~~**12. Play Area. If the manufactured housing development accommodates children less than 14 years of age, a separate general play area a minimum of 2,500 square feet in size, or 100 square feet of play area per unit, whichever is greater, shall be provided.**~~

E. Manufactured Housing Unit Standards. All manufactured housing units located in approved manufactured housing developments shall comply with all of the following requirements.

1. **Manufactured housing units shall not be subject to a maximum floor area requirement. For the purposes of densification, manufactured housing units with a floor area of 500 square feet or less shall be counted as one-half (0.5) of a dwelling unit**. ~~**Manufactured housing units shall be a minimum of 650 square feet in size.**~~

~~**2. Manufactured housing units shall be at least 12 feet wide.**~~

2.~~**3**~~ Manufactured housing units shall have the Oregon Department of Commerce "Insignia of Compliance." The Building Official shall inspect the manufactured housing unit and occupancy shall be approved only if the Building Official has determined that the

manufactured housing unit has a valid insignia of compliance and has not deteriorated beyond an acceptable level of compliance.

3.4 Manufactured housing units shall be placed on permanent foundations, with wheels and hitches removed, be fully skirted or bermed, and shall have no uncovered openings except for vents of sufficient strength to support the loads imposed by the manufactured housing unit, based on accepted engineering design standards, as approved by the Building Official.

4.5. Manufactured housing units shall be provided with City water, sewer, electricity, telephone, and storm drainage, with easements dedicated where necessary.

5.6. Manufactured housing units shall comply with the thermal envelope requirements for heat loss required by the building code for single-family detached homes.

~~**7. Manufactured housing units shall have a deck or patio area adjacent to the home. The deck or patio shall be constructed of a permanent material and shall be at least 80 square feet in size, with a minimum width of eight feet in its least dimension.**~~

6. Notwithstanding the above, any manufactured home legally located within the Ashland Urban Growth Boundary prior to July 1, 1990, may be relocated to an approved manufactured home development, subject to a fire and life safety inspection by the Building Official.

F. Storage and Temporary Occupancy of Manufactured Homes.

1. A no-charge permit from the Staff Advisor is required for the storage of any manufactured housing unit on the home premises of the owner for any length of time when not used for living purposes; provided, however, that all units so stored shall abide by the yard requirements for accessory buildings in this chapter.

2. No manufactured housing unit shall be stored on a public street except for temporary maneuvering purposes.

3. For temporary occupancy of a manufactured housing unit, see subsection 18.2.2.030.H.3.

G. Nonconforming Manufactured Housing Developments. Notwithstanding the provisions of chapter 18.1.4, Nonconforming Situations, manufactured housing development and an

individual manufactured housing unit utilized for living purposes on the effective date of this ordinance or of amendments thereto, which do not conform to the regulations of this chapter, shall be deemed to be nonconforming and may be continued, subject to the following regulations:

1. Routine maintenance and repairs may be performed within the manufactured housing development or upon individual manufactured housing units.

2. No nonconforming manufactured housing development shall be enlarged, remodeled, or modernized except in conformance with all requirements of this chapter**; however, enlargement, remodeling, or modernization of an area of less than two acres may be approved through the conditional use permit procedure contained in this ordinance.** ~~**except that an area of less than two acres for a development to be enlarged, remodeled, or modernized may be approved through the conditional use permit procedure contained in this ordinance.**~~

a. Phased Compliance Consideration. As part of a conditional use permit review for a nonconforming manufactured housing development, the applicant may request approval of phased or partial compliance with current standards where full compliance would result in proportionate impact.

b. Review Criteria. In evaluating such a request, the decision-making body shall consider:

i. **The extent to which the proposal improves the health, safety, and habitability of the manufactured housing development;**

ii. **Whether the proposed improvements represent a reasonable progression toward conformance with this chapter;**

iii. **The documented proportionate impact of requiring full compliance at the time of application; and**

iv. **Whether the proposal avoids expanding or intensifying the nonconforming aspects of the development.**

v. Whether the proposal maintains or improves fire apparatus access, circulation, and emergency egress in a manner consistent with applicable fire code requirements and emergency response needs.

c. Limitations. Approval under this subsection shall not permanently exempt the development from future compliance with this chapter.

3. No manufactured housing unit shall be located on the site of, or substituted for, a nonconforming manufactured housing unit, the use of which has been discontinued, except within a manufactured housing development holding a certificate of sanitation issued by the Board of Health, State of Oregon, issued prior to the effective date of this chapter. Relocation of existing units within the Ashland Urban Growth Boundary is exempted as provided in subsection 18.2.3.180.E.8.

4. If a nonconforming manufactured housing development holding a certificate of sanitation issued by the Board of Health, State of Oregon, ceases operation for a period of six months or more, said development shall be considered abandoned and shall be reinstituted only in conformance with the requirements of this chapter.

H. Special Conditions. For the mitigation of adverse impacts, the City may impose conditions, including, but not limited to, requiring view-obscuring shrubbery, walls, or fences, and requiring retention of specified trees, rocks, water ponds or courses, or other natural features. (Ord. 3229 § 3, amended, 12/19/2023; Ord. 3191 § 4, amended, 11/17/2020)

SECTION 5. . AMC 18.3.9.020, Applicability, is hereby amended as follows:

18.3.9.020 Applicability

Developments exercising the Performance Standards option, including developments that are required to apply the option pursuant to this ordinance, shall meet the provisions of this chapter and all other applicable sections of this ordinance; except that developments subject to this chapter are not required to meet the minimum lot size, lot width, lot depth, and setback standards of part 18.2, and other standards as specifically provided by this chapter. The Performance Standards option may be used to divide residential and non-residential zoned land**, or to approve cottage housing developments and manufactured housing developments.**

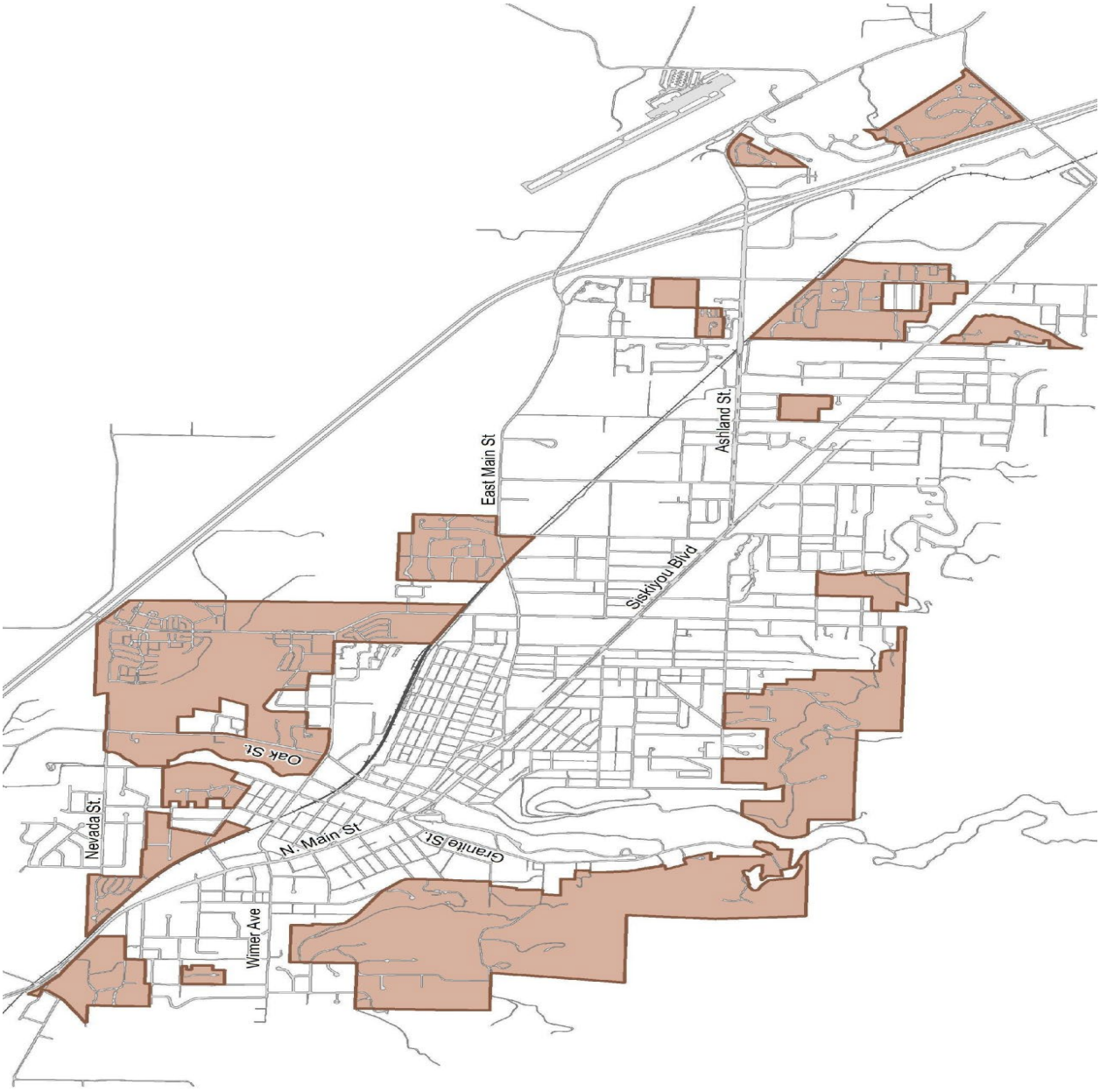


Figure 18.3.9.020. Performance Standards Option Overlay

SECTION 6. AMC 18.3.9.030, PSO Overlay, is hereby amended as follows:

18.3.9.030 PSO-Overlay

A. Purpose. The purpose of the PSO overlay is to distinguish between those areas that have been largely developed under the subdivision code, and those areas which, due to the

undeveloped nature of the property, sloping topography, or the existence of vegetation or natural hazards, are more suitable for development under Performance Standards.

B. Applicability. This chapter applies to properties located in the Performance Standards Option Overlay (PSO) as depicted on the Zoning Map. All developments in the PSO overlay, other than partitions and development of individual dwelling units, shall be processed under this chapter. The minimum number of dwelling units for a Performance Standards Subdivision within residential zoning districts is three.

C. Permitted Uses. In a PSO overlay, the granting of the application shall be considered an outright permitted use, subject to review by the Planning Commission for compliance with the standards set forth in this ordinance and the guidelines adopted by the City Council.

D. Development Outside PSO-Overlay. If a parcel is not in a PSO overlay, then development under this chapter may only be approved if one or more of the following conditions exist.

1. The parcel is larger than two acres and is greater than 200 feet in average width.

2. That development under this chapter is necessary to protect the environment and the neighborhood from degradation which would occur from development to the maximum density allowed under subdivision standards, or would be equal in its aesthetic and environmental impact.

3. The property is zoned R-2, R-3 or CM.

4. The property is developed as a cottage housing development **or as a manufactured housing development** consistent with the standards in section**s** 18.2.3.090**. and 18.2.3.180** . (Ord. 3147 § 6, amended, 11/21/2017)

SECTION 7. AMC 18.3.9.040, Review Procedures and Criteria, is hereby amended as follows:

18.3.9.040 Review Procedures and Criteria

Review Steps. There are two required steps to Performance Standards Options and PSO Overlay approval, which may be completed individually or combined for concurrent review pursuant to subsection 18.3.9.040.A.

1. Application for outline plan approval.

2. Application for final plan approval.

Permitting and guarantees for public improvements, including bonding, and the creation of common areas shall follow the same procedures as for a subdivision.

A. Outline Plan. A proposed outline plan shall accompany applications for subdivision approval under this chapter. For developments of fewer than ten lots, the outline plan may be filed concurrently with the final plan, as that term is defined in subsection 18.3.9.040.B.4. For developments of ten or more lots, **other than manufactured housing developments or cottage housing developments**, prior outline plan approval is mandatory.

1. Review Procedure. The Type II procedure in section 18.5.1.060 shall be used for the approval of the outline plan.

2. Application Submission Requirements. The following information is required for a performance standards subdivision outline plan application submittal:

a. A topographic map showing contour intervals of five feet.

b. The proposed land uses and approximate locations of the existing buildings to be retained, the proposed structures on the site, the proposed and existing property lines and easements on the site, and existing buildings, structures, and trees greater than six inches in diameter measured at breast height on the properties adjacent to the site, and all buildings within 160 feet of the site boundaries.

c. The locations of all proposed thoroughfares, walkways, and parking facilities.

d. Public uses, including schools, parks, playgrounds, and trails.

e. Public or private utilities.

f. General areas of cuts and fill.

g. The location of natural features such as rock outcroppings, marshes, wooded areas, and isolated preservable trees.

h. The location and direction of all watercourses and areas subject to flooding.

i. Proposed common and private open spaces. Private open spaces shall be indicated if the areas are proposed as part of the required open space area for the development in section 18.4.4.070 (i.e., eight percent of total lot area in open space).

j. Plans shall indicate building envelopes for all proposed lots, which show the area and maximum height of improvements, including solar access and view protection where required.

k. Elevations of typical proposed residential structures. Elevations should be to scale and should include the approximate dimensions of the proposed structures and all attached exterior hardware for heating and cooling.

l. A written statement containing an explanation of:

i. The character of the proposed development and the manner in which it has been designed to take advantage of the performance standards concept.

ii. The proposed manner of financing.

iii. The present ownership of all the land included within the development.

iv. The method proposed to maintain common areas, such as common open space, common buildings and private drives and driveways.

v. The proposed time schedule of the development.

vi. The findings of the applicant showing that the development meets the criteria set forth in this ordinance and the Comprehensive Plan.

3. Approval Criteria for Outline Plan. The Planning Commission shall approve the outline plan when it finds all of the following criteria have been met:

a. The development meets all applicable ordinance requirements of the City.

b. Adequate key City facilities can be provided including water, sewer, paved access to and through the development, electricity, urban storm drainage, police and fire protection, and adequate transportation; and that the development will not cause a City facility to operate beyond capacity.

c. The existing and natural features of the land; such as wetlands, floodplain corridors, ponds, large trees, rock outcroppings, etc., have been identified in the plan of the development and significant features have been included in the common open space, common areas, and unbuildable areas.

d. The development of the land will not prevent adjacent land from being developed for the uses shown in the Comprehensive Plan.

e. There are adequate provisions for the maintenance of common open space and common areas, if required or provided, and that if developments are done in phases that the early phases have the same or higher ratio of amenities as proposed in the entire project.

f. The proposed density meets the base and bonus density standards established under this chapter.

g. The development complies with the street standards.

h. The proposed development meets the common open space standards established under section 18.4.4.070. Common open space requirements may be satisfied by public open space in accordance with section 18.4.4.070 if approved by the City of Ashland.

4. Approval of the Outline Plan.

a. After the City approves an outline plan and adopts any zone change necessary for the development, the developer may then file a final plan in phases or in its entirety.

b. If an outline plan is phased, 50 percent of the value of the common open space shall be provided in the first phase and all common open space shall be provided when two-thirds of the units are finished.

B. Final Plan.

1. Review Procedure. The Type I procedure in section 18.5.1.050 shall be used for approval of final plans, unless an outline plan has been filed concurrently, in which case Type II procedure shall be used, and the criteria for approval of an outline plan shall also be applied.

2. Phasing. The final plan may be filed in phases as approved on the outline plan.

3. Expiration. If the final plan or the first phase of the outline plan is not approved within 18 months from the date of the approval of the outline plan, then the approval of the plan is terminated and void and of no effect whatsoever.

4. Application Submission Requirements. The following information is required for a performance standards subdivision final plan application submittal:

a. A topographic map showing contour intervals of five feet.

b. Location of all thoroughfares and walks, their widths and nature of their improvements, and whether they are to be public or private.

c. Road cross-sections and profiles, clearly indicating the locations of final cuts and fills, and road grades.

d. The location, layout, and servicing of all off-street parking areas.

e. The property boundary lines.

f. The individual lot lines of each parcel that are to be created for separate ownership.

g. The location of easements for water line, fire hydrants, sewer and storm sewer lines, and the location of the electric, gas, telephone lines, telephone cable, and lighting plans.

h. Landscaping and tree planting plans with the location of the existing trees and shrubs which are to be retained, and the method by which they are to be preserved.

i. Common areas and common and private open spaces, and the particular uses intended for them. Private open spaces shall be indicated if the areas are proposed as part of the required open space area for the development in section 18.4.4.070 (i.e., eight percent of total lot area in open space).

j. Areas proposed to be conveyed, dedicated, reserved or used for parks, scenic ways, playgrounds, schools or public buildings.

k. A plan showing the following for each existing or proposed building or structure for all sites except single-family, detached housing which meets the parent zone setbacks.

i. Its location on the lot and within the planned unit development.

ii. Its intended use.

iii. The number of dwelling units in each residential building.

iv. Plans shall indicate building envelopes for all proposed lots, which show the area and maximum height of improvements, including solar access and view protection where required.

l. Elevations of typical proposed residential structures. Elevations should be to scale and should include the approximate dimensions of the proposed structures and all attached exterior hardware for heating and cooling.

m. Manner of financing.

n. Development time schedule.

o. If individual lots are to be sold, a final plat is required, similar to that required for a subdivision, per chapter 18.5.3, Land Divisions and Property Line Adjustments.

p. Final plans for location of water, sewer, drainage, electric and cable T.V. facilities, and plans for street improvements and grading or earth-moving improvements.

q. The location of all trees over six inches diameter at breast height, which are to be removed by the developer. Such trees are to be tagged with flagging at the time of final plan approval. See also chapter 18.4.5, Tree Preservation and Protection.

5. Approval Criteria for Final Plan. Final plan approval shall be granted upon finding of substantial conformance with the outline plan. This substantial conformance provision is intended solely to facilitate the minor modifications from one planning step to another. Substantial conformance shall exist when comparison of the outline plan with the final plan meets all of the following criteria:

a. The number of dwelling units vary no more than ten percent of those shown on the approved outline plan, but in no case shall the number of units exceed those permitted in the outline plan.

b. The yard depths and distances between main buildings vary no more than ten percent of those shown on the approved outline plan, but in no case shall these distances be reduced below the minimum established within this ordinance.

c. The common open spaces vary no more than ten percent of that provided on the outline plan.

d. The building size does not exceed the building size shown on the outline plan by more than ten percent.

e. The building elevations and exterior materials are in conformance with the purpose and intent of this ordinance and the approved outline plan.

f. That the additional standards which resulted in the awarding of bonus points in the outline plan approval have been included in the final plan with substantial detail to ensure that the performance level committed to in the outline plan will be achieved.

g. The development complies with the street standards.

h. Nothing in this section shall limit reduction in the number of dwelling units or increased open space; provided, that if this is done for one phase, the number of dwelling units shall not be transferred to another phase, nor the common open space reduced below that permitted in the outline plan.

6. Any substantial amendment to an approved final plan shall follow a Type I procedure in section 18.5.1.050 and be reviewed in accordance with the above criteria. (Ord. 3191 § 16, amended, 11/17/2020)

SECTION 8. AMC 18.5.8.050, Annexation Standards, is hereby amended as follows:

18.5.8.050 Approval Criteria and Standards

An application for an annexation may be approved if the proposal meets the applicable criteria in subsections A through H below. The approval authority may, in approving the application, impose conditions of approval consistent with the applicable criteria and standards, and grant exceptions and variances to the criteria and standards in this section in accordance with subsection I.

A. The annexed area is within the City's Urban Growth Boundary.

B. The annexation proposal is consistent with the Comprehensive Plan designations applicable to the annexed area, including any applicable adopted neighborhood, master, or area plan, and is an allowed use within the proposed zoning.

C. The annexed area is contiguous with the City limits.

D. Adequate City facilities for the provision of water to the annexed area as determined by the Public Works Department; the transport of sewage from the annexed area to an approved waste water treatment facility as determined by the Public Works Department; the provision of electricity to the annexed area as determined by the Electric Department; urban storm drainage as determined by the Public Works Department can and will be provided from the annexed area. Unless the City has declared a moratorium based upon a shortage of water, sewer, or electricity, it is recognized that adequate capacity exists system-wide for these facilities. All required public facility improvements shall be constructed and installed in accordance with subsection 18.4.6.030.A.

E. Adequate transportation can and will be provided to serve the annexed area. For the purposes of this section, "adequate transportation" for annexations consists of vehicular, bicycle, pedestrian, and transit transportation meeting the following standards:

1. For vehicular transportation a minimum 22-foot-wide paved access exists, or can and will be constructed, providing access to the annexed area from the nearest fully improved collector or arterial street. All streets bordering on the annexed area shall be improved, at a minimum, to an applicable City half-street standard. The approval authority may, after assessing the impact of the development, require the full improvement of streets bordering on the annexed area. All streets located within annexed areas shall be fully improved to City standards unless exception criteria apply. Where future street dedications are indicated on the Street Dedication Map or required by the City, provisions shall be made for the dedication and improvement of these streets and included with the application for annexation.

2. For bicycle transportation, safe and accessible bicycle facilities according to the safety analysis and standards of the governing jurisdiction of the facility or street (e.g., City of Ashland, Jackson County, Oregon Department of Transportation) exist, or can and will be constructed. Should the annexed area border an arterial street, bike lanes shall be

constructed along the arterial street frontage of the annexed area. Likely bicycle destinations within a quarter of a mile from the annexed area shall be determined and the approval authority may require the construction of bicycle lanes or multiuse paths connecting the annexed area to the likely bicycle destinations after assessing the impact of the development proposed concurrently with the annexation.

3. For pedestrian transportation, safe and accessible pedestrian facilities according to the safety analysis and standards of the governing jurisdiction of the facility or street (e.g., City of Ashland, Jackson County, Oregon Department of Transportation) exist, or can and will be constructed. Full sidewalk improvements shall be provided on one side of all streets bordering on the proposed annexed area. Sidewalks shall be provided as required by ordinance on all streets within the annexed area. Where the annexed area is within a quarter of a mile of an existing sidewalk system or a location with demonstrated significant pedestrian activity, the approval authority may require sidewalks, walkways or multiuse paths to be constructed and connect to either or both the existing system and locations with significant pedestrian activity.

4. For transit transportation, should transit service be available to the annexed area, or be likely to be extended to the annexed area in the future based on information from the local public transit provider, the approval authority may require construction of transit facilities, such as bus shelters and bus turnout lanes.

5. Timing of Transportation Improvements. All required transportation improvements shall be constructed and installed in accordance with subsection 18.4.6.030.A.

F. For all residential annexations, **except manufactured dwelling parks,** a plan shall be provided demonstrating that the development of the annexed area will ultimately occur at a minimum density of 90 percent of the base density for the zone, unless reductions in the total number of units are necessary to accommodate significant natural features, topography, access limitations, or similar physical constraints.

Manufactured Dwelling Parks. Annexed manufactured dwelling parks shall not be required to comply with minimum density standards applicable to other residential development, provided that the manufactured home park is developed and maintained at a density not exceeding 18 dwelling units per acre.

The owner or owners of the annexed area shall sign an agreement, to be recorded with the County Clerk after approval of the annexation, ensuring that future development will occur in accord with the minimum density indicated in the development plan. For purposes of computing maximum density, portions of the annexed area containing unbuildable lots, parcels, or portions of the annexed area such as existing streets and associated rights-of-way, railroad facilities and property, wetlands, floodplain corridor lands, slopes greater than 35 percent, or land area dedicated as a public park, shall not be included.

G. Except as provided in subsection 18.5.8.050.G.7 **and G.8**, below, annexations with a density or potential density of four residential units or greater and involving residential zoned lands, or commercial, employment or industrial lands with a Residential Overlay (R-Overlay) shall meet the following requirements:

1. The total number of affordable units provided to qualifying buyers, or to qualifying renters, shall be equal to or exceed 25 percent of the base density as calculated using the unit equivalency values set forth herein. The base density of the annexed area for the purpose of calculating the total number of affordable units in this section shall exclude any unbuildable lots, parcels, or portions of the annexed area such as existing streets and associated rights-of-way, railroad facilities and property, wetlands, floodplain corridor lands, water resource areas, slopes greater than 35 percent, or land area dedicated as a public park.

a. Ownership units restricted to households earning at or below 120 percent of the area median income shall have an equivalency value of 0.75 unit.

b. Ownership units restricted to households earning at or below 100 percent of the area median income shall have an equivalency value of 1.0 unit.

c. Ownership or rental units restricted to households earning at or below 80 percent of the area median income shall have an equivalency value of 1.25 unit.

2. As an alternative to providing affordable units per section 18.5.8.050.G.1, above, the applicant may provide title to a sufficient amount of buildable land for development complying with subsection 18.5.8.050.G.1.b, above, through transfer to a non-profit (IRC 501(3)(c)) affordable housing developer or public corporation created under ORS 456.055 to 456.235.

a. The land to be transferred shall be located within the project meeting the standards set forth in sections 18.5.8.050.G.5 and 18.5.8.050.G.6.

b. All needed public facilities shall be extended to the area or areas proposed for transfer.

c. Prior to commencement of the project, title to the land shall be transferred to the City, an affordable housing developer which must either be a unit of government, a non-profit 501(c)(3) organization, or a public corporation created under ORS 456.055 to 456.235.

d. The land to be transferred shall be deed restricted to comply with Ashland's affordable housing program requirements.

e. Transfer of title of buildable land in accordance with this subsection shall exempt the project from the development schedule requirements set forth in subsection 18.5.8.050.G.4.

3. The affordable units shall be comparable in bedroom mix with the market rate units in the development.

a. The number of bedrooms per dwelling unit in the affordable units within the residential development shall be in equal proportion to the number of bedrooms per dwelling unit in the market rate units within the residential development. This provision is not intended to require the same floor area in affordable units as compared to market rate units. The minimum square footage of each affordable unit shall comply with the minimum required floor area based as set forth in Table 18.5.8.050.G.3, or as established by the U.S. Department of Housing and Urban Development (HUD) for dwelling units developed under the HOME program.

Table 18.5.8.050.G.3. Minimum Required Floor Area for Affordable Units

Unit Type	Minimum Required Unit Floor Area (Square Feet)
Studio	350
1 bedroom	500

Unit Type	Minimum Required Unit Floor Area (Square Feet)
2 bedroom	800
3 bedroom	1,000
4 bedroom	1,250

4. A development schedule shall be provided that demonstrates that the affordable housing units per subsection 18.5.8.050.G shall be developed, and made available for occupancy, as follows:

a. That 50 percent of the affordable units shall have been issued building permits prior to issuance of a certificate of occupancy for the last of the first 50 percent of the market rate units.

b. Prior to issuance of a building permit for the final ten percent of the market rate units, the final 50 percent of the affordable units shall have been issued certificates of occupancy.

5. That affordable housing units shall be constructed using comparable building materials and include equivalent amenities as the market rate units.

a. The exterior appearance of the affordable units in any residential development shall be visually compatible with the market rate units in the development. External building materials and finishes shall be substantially the same in type and quality for affordable units as for market rate units.

b. Affordable units may differ from market rate units with regard to floor area, interior finishes and materials, and housing type; provided, that the affordable housing units are provided with comparable features to the market rate units, and shall have generally comparable improvements related to energy efficiency, including plumbing, insulation, windows, appliances, and heating and cooling systems.

6. Exceptions to the requirements of subsections 18.5.8.050.G.2through 18.5.8.050.G.5, above, may be approved by the City Council upon consideration of one or more of the following:

a. That an alternative land dedication as proposed would accomplish additional benefits for the City, consistent with the purposes of this chapter, than would development meeting the on-site dedication requirement of subsection 18.5.8.050.G.2.

b. That the alternative phasing proposal not meeting subsection 18.5.8.050.G.4 provided by the applicant provides adequate assurance that the affordable housing units will be provided in a timely fashion.

c. That the materials and amenities applied to the affordable units within the development, that are not equivalent to the market rate units per subsection 18.5.8.050.G.5, are necessary due to local, state, or federal affordable housing standards or financing limitations.

7. The total number of affordable units described in this subsection shall be determined by rounding up fractional answers to the nearest whole unit. A deed restriction or similar legal instrument shall be used to guarantee compliance with affordable criteria for a period of not less than 60 years for units qualified as affordable rental housing, or 30 years for units qualified as affordable for-purchase housing.

8. Manufactured Dwelling Parks. Annexations consisting solely of a manufactured dwelling park shall be exempt from the affordable housing requirements of subsection 18.5.8.050.G, including but not limited to the requirement that 25 percent of the base density be provided as affordable housing.

H. One or more of the following standards are met:

1. The annexation proposal shall meet the requirements of subsection 18.5.8.050.B, above.

2. A current or probable danger to public health exists within the proposed area for annexation due to lack of full City sanitary sewer or water services in accordance with the criteria in ORS chapter 222 or successor state statute.

3. Existing development in the proposed area for annexation has inadequate water or sanitary sewer service, or the service will become inadequate within one year.

4. The proposed area for annexation has existing City water or sanitary sewer service extended, connected, and in use, and a signed consent to annexation agreement has been filed and accepted by the City.

5. The proposed area for annexation is an island surrounded by lands within the City limits.

I. Exceptions and Variances to the Annexation Approval Criteria and Standards. The approval authority may approve exceptions to and variances from the approval criteria and standards in this section using the criteria in section 18.4.6.020.B.1, Exceptions to the Street Design Standards, or chapter 18.5.5, Variances. (Ord. 3204 § 3, amended, 12/21/2021)

SECTION 9. AMC 18.6.1.030, Definitions, is hereby amended to revise and add the following definitions:

Dwelling. A structure conforming to the definition of a dwelling under applicable building codes and providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory to the primary use, such as an outdoor grill or wet bar. For the purposes of this title, the following types of dwelling units are defined as follows:

- Manufactured Dwelling.
A residential trailer, mobile home, or manufactured home.

- Prefabricated Dwelling.
A prefabricated structure, as defined in ORS 455.010, that is designed for residential occupancy in accordance with Ashland's building regulations.

Manufactured Dwelling Park.
Any place where four or more manufactured dwellings, prefabricated dwellings, or recreational vehicles are located within 500 feet of one another on a lot, tract, or parcel of land under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of such person. A manufactured dwelling park does not include a lot or lots located within an approved subdivision being rented or leased for occupancy by one manufactured dwelling per lot. The terms "Manufactured Home Park," "Manufactured Housing Development," and

"Manufactured Dwelling Park" shall be considered synonymous for purposes of this Code unless specifically stated otherwise.

Manufactured Housing Development. ~~A subdivision or park comprised of manufactured homes occupied for dwelling purposes, regardless of whether a charge is made for such accommodation.~~

Proportionate Impact.

A relationship where the effect, cost, or mitigation of an action is directly scaled to its cause, ensuring fairness and equity.

Recreational Vehicle **~~or Travel Trailer.~~**

A vehicular type unit certified by the manufacturer as complying with ANSI A119.2, ANSI A119.5, NFPA 1192, or successor standards, and primarily designed as temporary living quarters for recreational, camping, seasonal, or travel use, which either has its own motive power or is mounted on or towed by another vehicle. **~~A self-propelled or towable mobile unit used for temporary dwelling purposes by travelers.~~**

SECTION 10. 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 11. 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_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

ORDINANCE NO. 3297

AN ORDINANCE AMENDING THE ADOPTED ZONING MAP TO ADD THE MANUFACTURED HOME PARK ZONE

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; and

WHEREAS, the City of Ashland has adopted amendments to the Ashland Municipal Code establishing the Manufactured Home Park Zone (MHPZ) for the purpose of preserving existing manufactured dwelling parks as an important source of homeownership opportunities and housing choice within the community; and

WHEREAS, the City Council finds that application of the Manufactured Home Park Zone to specific existing manufactured dwelling park properties will provide a zoning framework specifically tailored to the continued operation, preservation, maintenance, and reinvestment of manufactured housing communities and will help maintain long term housing stability for current and future residents; and

WHEREAS, the City Council has reviewed the proposed zoning map amendment, the Planning Commission recommendation, the record of proceedings, and the applicable approval criteria, and finds that the amendment is consistent with the Ashland Comprehensive Plan, the Ashland Municipal Code, and applicable statewide planning requirements.

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

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

SECTION 2. The officially adopted City of Ashland Zoning Map, adopted and incorporated by Ashland Municipal Code Section 18.1.2.070, is hereby amended to; add a new Manufactured Home Park Zone designation to approximately 26.80 acres of land within the City Limits. Amendments are reflected on the revised Zoning Map, attached hereto as Exhibit A, and made a part hereof by this reference.

SECTION 3. 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 4. 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_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

CITY OF ASHLAND

Better Together

Zoning Map

- City Limits
- CFA Overlay
- P-overlay
- Airport Overlay
- Freeway Overlay
- Residential Overlay
- North Mountain Zone
- Urban Growth Boundary

- C-1
- C-1-D
- E-1
- HC
- M-1
- NM
- Croman Zone

- R-1-10
- R-1-3.5
- R-1-5
- R-1-7.5
- R-2
- R-3
- MHP
- RR-.5
- RR-1
- SO
- WR
- WR-20

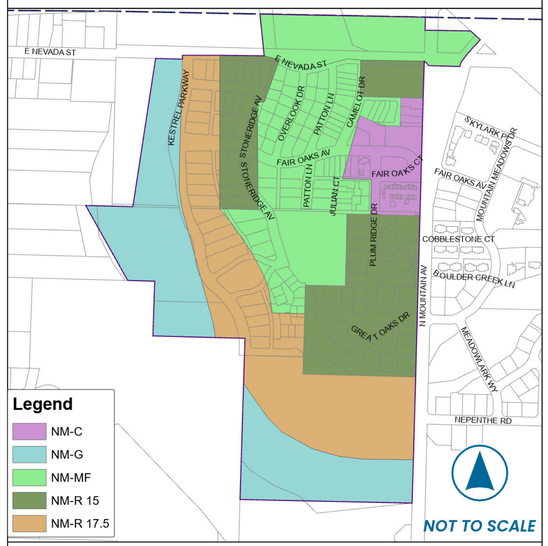
Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.

NOT TO SCALE

N Mountain Zone (see inset map)

Croman Zone (see inset map)

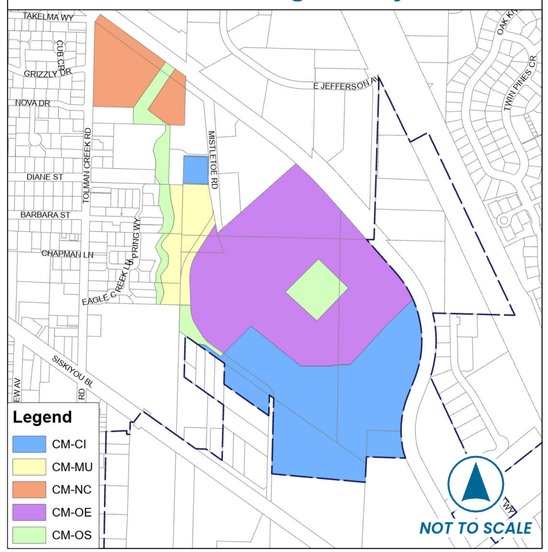
North Mountain Zoning Overlay Detail



Legend
- NM-C
- NM-G
- NM-MF
- NM-R 15
- NM-R 17.5

NOT TO SCALE

Croman Mill Zoning Overlay Detail



Legend
- CM-CI
- CM-MU
- CM-NC
- CM-OE
- CM-OS

NOT TO SCALE

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

Signed:
Mayor _____ *Date* _____

City Recorder _____ *Date* _____

ORDINANCE NO. 3298

AN ORDINANCE AMENDING THE ADOPTED COMPREHENSIVE PLAN MAP TO ADD A DESIGNATION FOR A MANUFACTURED HOME PARK ZONE

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, Statewide Planning Goal 10 requires local governments to provide for the housing needs of Oregon residents, including a variety of housing types and opportunities for homeownership, and the City Council finds that existing manufactured home parks constitute an important component of Ashland's needed housing supply and should be recognized within the Comprehensive Plan land use framework; and

WHEREAS, Statewide Planning Goal 14 encourages orderly urbanization and efficient long range planning within urban growth boundaries, and the City Council finds that establishing a Manufactured Home Park Comprehensive Plan designation will provide a clear framework for future annexation and administration of land use regulations while supporting the preservation of existing manufactured housing communities; and

WHEREAS, manufactured dwelling parks provide an important source of homeownership opportunities and housing choice within the Ashland Urban Growth Boundary and contribute to the diversity of the City's housing stock; and
WHEREAS, the City of Ashland Housing Production Strategy identifies the preservation and support of existing manufactured dwelling parks as a priority action to maintain housing opportunities, support reinvestment in manufactured housing communities, and preserve long term housing stability for Ashland residents; and

WHEREAS, the City Council finds that establishing a Manufactured Home Park Comprehensive Plan designation for existing manufactured dwelling parks located within the Ashland Urban Growth Boundary will support the continued use, preservation, maintenance, and reinvestment of such communities, promote consistency between the Comprehensive Plan and implementing land use regulations, and provide greater certainty regarding future annexation into the City

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

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

SECTION 2. The City of Ashland Comprehensive Plan Map, as adopted and incorporated by Ashland Municipal Code Section 18.2.1.020, is hereby amended to designate approximately 26.80 acres within the City Limits and 18.27 acres within the Urban Growth Boundary outside the City Limits as Manufactured Home Park, for a total of approximately 45.07 acres. The amended Comprehensive Plan Map depicting these changes is attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. 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 4. 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 3-4) 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_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

CITY OF ASHLAND

Better Together

Comprehensive Plan

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

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

NOT TO SCALE

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

Signed:

Mayor _____ *Date* _____

City Recorder _____ *Date* _____

BEFORE THE CITY COUNCIL
CITY OF ASHLAND, JACKSON COUNTY, OREGON

July 21, 2026

In the matter of Planning Action #PA-L-2026-00018 which includes amendments to Ashland Municipal Code (AMC) Title 18 Land Use concerning the addition of a Manufactured Home Park Zone (MHPZ) and associated amendments, and to the Zoning and Comprehensive Plan Maps.	))))))	FINDINGS OF FACT AND CONCLUSIONS OF LAW

PURPOSE:
The proposal includes a series of legislative amendments to the Ashland Municipal Code (AMC) intended to modernize and expand regulations governing manufactured housing and manufactured housing developments, and to establish a new Manufactured Home Park (MHP) zoning framework. The amendments are adopted through three ordinances: Ordinance No. 3296 amending AMC Title 18 Land Use, Ordinance No. 3297 amending the Zoning Map, and Ordinance No. 3298 amending the Comprehensive Plan Map. As used herein manufactured home park, manufactured housing development, manufactured housing community and manufactured dwelling park are synonymous and may be used interchangeably.

Amendments were initiated by the City's Housing Production Strategy, namely Strategy G which states, "*Maintain quality and support preservation of existing manufactured home parks*". The amendments are intended to support housing preservation, affordability, expand opportunities for manufactured housing as a component of Ashland's housing supply, improve clarity and consistency in development standards, and align local regulations with current state standards and evolving housing needs. The amendments also seek to support reinvestment in existing manufactured housing developments while improving long-term habitability.

Implementation is achieved through a series of coordinated amendments to AMC Title 18 Land Use and related municipal code provisions. The amendments revise standards for individual manufactured homes, update development standards for manufactured housing developments, and modify Performance Standards Option (PSO) provisions to better accommodate cottage housing and manufactured housing developments.

PUBLIC HEARINGS:
Notice was published in The Ashland News on May 14, 2026, for public hearings before the Planning Commission and the Ashland City Council. A public hearing was held at the Planning Commission on June 9, 2026, and at the City Council on June 16, 2026. Notice was also sent to the Department of Land Conservation and Development on April 3, 2026.

SUMMARY OF AMENDMENTS

The amendments revise multiple sections of the Ashland Municipal Code relating to manufactured housing, manufactured housing developments, and Performance Standards Option (PSO) procedures.

The map amendments are intended to align existing manufactured housing communities with the updated regulatory framework and to provide greater clarity and consistency in the administration of manufactured housing standards citywide.

The Manufactured Home Park Zone (MHPZ) and associated Comprehensive Plan Map Designations are proposed for four existing manufactured housing communities. Two are located within the Ashland city limits and two are located within the Ashland Urban Growth Boundary (UGB):

- Wingspread Manufactured Home Park is located at 321 Clay Street (Map 391E11 Tax Lot 3000). The park encompasses around 20 acres and contains approximately 116 dwelling units. The property is currently zoned Residential Low Density Multiple Family (R-2), but with the proposed changes here both its Zoning and Comprehensive Plan map designations would be changed to Manufactured Home Park.
- Tolman Creek Manufactured Home Park is located at 215 Tolman Creek Road (Map 391E11 Tax Lots 3100 and Map 391E11CA Tax Lot 2900). The park encompasses about seven acres and contains approximately 38 dwelling units. The property is currently zoned Suburban Residential (R-1-3.5), but with the proposed changes here both its Zoning and Comprehensive Plan map designations would be changed to Manufactured Home Park.
- Siskiyou Village Manufactured Home Park is located at 2799 Siskiyou Boulevard (Map 391E14D Tax Lot 700). The park is 10.38 acres and contains approximately 49 dwelling units. The property is located within the Ashland Urban Growth Boundary but outside the city limits. As proposed, the Comprehensive Plan map designation would be changed to Manufactured Home Park.
- Nauvoo Park Estates is located at 2020 North Highway 99 (Map 381E31 Tax Lot 600). The park is 7.9 acres and contains more than 42 dwelling units. The property is located within the Ashland Urban Growth Boundary but outside the city limits. As proposed, the Comprehensive Plan map designation would be changed to Manufactured Home Park.

Three additional sites were evaluated during the planning process. Following the June 16, 2026 public hearing, the City Council amended the proposal on first reading to remove these properties from the proposed MHPZ and Comprehensive Plan designations, finding that rezoning them was not appropriate at this time. These included::

- The Upper Pines. This manufactured home park is established in the C-1 zone and was recently designated as one of Ashland's new Climate Friendly Areas (CFAs). With the CFA designation, it has significant potential to accommodate significant redevelopment of additional housing in keeping with the recently adopted CFA vision, and the Council and Planning Commission determined that rezoning would not be appropriate.
- Ashland RV Park, located at 278 Idaho Street. This site currently includes a mix of cottages and recreational vehicles, and has legal non-conforming status as an RV Park. The property is within a historic district and an established historic residential neighborhood and does not include any manufactured dwellings at this time, and the Council and Planning Commission determined that Manufactured Home Park zoning was not appropriate for this site as it would change the character of the existing site uses to the detriment of the historic neighborhood.
- Jackson Wellsprings is located outside the city limits but within the urban growth boundary. While it contains some cottages and recreational vehicles, it is also a campground and event space and contains a popular swimming pool with mineral baths. The Council and Planning Commission determined that it would not be appropriate to restrict the use of the property as manufactured home park use exclusive of the number of other uses already operating on the site.

The purpose of the Manufactured Home Park Zone is to preserve existing manufactured housing communities as an important source of affordable housing within Ashland and the surrounding urban area. The amendments are intended to support the long-term viability of manufactured housing developments and to provide greater regulatory clarity. The amendments are also intended to support preservation of existing affordable housing stock and reduce displacement risks for manufactured home park residents.

Code Amendments

Amendments to AMC Title 18 Land Use and related municipal code provisions to implement the Manufactured Home Park Zone and associated manufactured housing standards are adopted through Ordinance No. 3296 and include:

AMC 18.2.2.030	• Add the Manufactured Home Park Zone (MHPZ) to the Allowed Uses by Zone table. • Update the childcare facilities to be permitted on lands zoned for multi-unit residential or institutional uses to comply with HB 3560. • Update residential treatment facilities and residential homes to be permitted on lands zoned for residential, commercial, employment, industrial, and public lands (excluding parks) to comply with HB 2005.

AMC 18.2.3.170	• Revise standards for manufactured homes on individual lots to comply with state-required clear and objective standards to comply with HB 2347 and ORS 197A.400.
AMC 18.2.3.180	• Revise manufactured housing development standards to implement updated clear and objective standards. • Update density, dimensional, and design standards to support higher-density manufactured housing developments. • Remove minimum lot size standards and instead reference applicable building and fire code requirements. • Revise maximum lot coverage standards to allow up to 65 percent lot coverage. • Update setback standards to reference applicable building and fire code separation requirements and allow limited encroachments for porches and decks where compliant with applicable codes. • Update private street and circulation standards, including turnaround requirements consistent with applicable fire code standards. • Add permanent pedestrian walkway and ADA accessibility requirements. • Update landscaping standards and require landscaped open areas for a minimum of 35 percent of site area. • Update common open space and amenity standards. • Add standards for community-serving buildings, including permitted and conditional accessory uses. • Revise manufactured housing unit standards, including removal of minimum size, width, and patio requirements and allowing smaller units under 500 square feet to count toward density calculations at a reduced ratio. • Revise standards applicable to nonconforming manufactured housing developments to allow phased or partial compliance approaches.
AMC 18.3.9.020	• Revise Performance Standards Option (PSO) applicability provisions to allow cottage housing and manufactured housing developments to utilize PSO procedures.

AMC 18.3.9.030	• Add references to AMC 18.2.3.180 within PSO Overlay applicability standards.
AMC 18.3.9.040	• Revise outline plan procedures to exempt manufactured housing developments and cottage housing developments from certain outline approval submittal requirements.
AMC 18.5.8.050	• Revise annexation standards to exempt manufactured home parks from residential annexation affordability requirements and allow manufactured housing developments up to 18 dwelling units per acre upon annexation.
AMC 18.6.1.030	• Add and revise definitions related to manufactured housing, including Manufactured Dwelling, Prefabricated Dwelling, Manufactured Dwelling Park, Recreational Vehicle, and Proportionate Impact.

Map Amendments
Map amendments to implement the Manufactured Home Park Zone and related changes include:

- On the Comprehensive Plan Map, applying the Manufactured Home Park designation to the two manufactured housing properties located within the Ashland Urban Growth Boundary but outside the City limits, and to those parks being rezoned within the City limits.
- On the Zoning Map, applying the Manufactured Home Park Zone (MHPZ) to two manufactured housing properties located within the Ashland city limits.
- On the Zoning Map, removing the existing Residential Low Density Multiple Family (R-2) zoning designation from the applicable manufactured housing properties identified above.
- On the Zoning Map, removing the existing Suburban Residential (R-1-3.5) zoning designation from the applicable manufactured housing property identified above.

Amendments to the Zoning Map are adopted as Exhibit A to Ordinance #3297. Amendments to the Comprehensive Plan Map are adopted as Exhibit A to Ordinance #3298.

REVIEW CRITERIA
The decision of the City Council together with the recommendation by the Planning Commission was based on consideration and findings of consistency with the following factors.

A. Consistency with City of Ashland approval criteria for legislative amendments, AMC 18.5.9.020.B.
B. Consistency with City of Ashland Comprehensive Plan and Other City Policies.
C. Consistency with Oregon Statewide Planning Goals.

EVALUATION AND COUNCIL FINDINGS:

A. Consistency with City of Ashland approval criteria for legislative amendments and zoning map amendments, AMC 18.5.9.020.B

18.5.9.020 Applicability and Review Procedure

Applications for Plan Amendments and Zone Changes are as follows:

B. Type III. *It may be necessary from time to time to make legislative amendments in order to conform with the Comprehensive Plan or to meet other changes in circumstances or conditions. The Type III procedure applies to the creation, revision, or large-scale implementation of public policy requiring City Council approval and enactment of an ordinance; this includes adoption of regulations, zone changes for large areas, zone changes requiring comprehensive plan amendment, comprehensive plan map or text amendment, annexations (see chapter 18.5.8 for annexation information), and urban growth boundary amendments. The following planning actions shall be subject to the Type III procedure.*

1. *Zone changes or amendments to the Zoning Map or other official maps, except where minor amendments or corrections may be processed through the Type II procedure pursuant to subsection 18.5.9.020.A, above.*
2. *Comprehensive Plan changes, including text and map changes or changes to other official maps.*
3. *Land Use Ordinance amendments.*
4. *Urban Growth Boundary amendments.*

Finding: Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions.

The City Council finds that the amendments are necessary to modernize the City's manufactured housing regulations, address barriers to housing affordability and housing choice, support reinvestment in existing manufactured housing communities, and implement updated development standards consistent with contemporary housing needs and state policy direction.

The amendments revise and clarify existing development standards and create additional flexibility for manufactured housing development. The amendments also support broader City goals related to housing production, affordability, neighborhood livability, and efficient use of land and infrastructure.

The Council finds that amendments with regard to childcare facilities, residential treatment facilities and residential homes for consistency with Oregon House Bills **2005**

and **3560** revise the 'Allowed Uses' Table in AMC 18.2.2.030 to permit childcare facilities, residential treatment facilities and residential homes in all zoning districts as required by state law, including within the proposed Manufactured Home Park Zone, to meet changes in circumstances and conditions with the passage of new state legislation.

The Council finds the land use ordinance and map amendments are consistent with Ashland Municipal Code (AMC) 18.5.9.020.B.

B. Consistency with the Ashland Comprehensive Plan and other City Policies

The *Ashland Comprehensive Plan* Goal 6.10.1 states, "*Ensure a range of different dwelling types that provide living opportunities for the total cross section of Ashland's population.*" Policy 3 states, "*Integrate housing with other compatible land uses through flexible zoning provisions*."

The amendments expand opportunities for manufactured housing development within the city. The amendments also increase flexibility for smaller manufactured housing units and density standards that can support additional affordable housing opportunities.

The *Ashland Comprehensive Plan* Housing Goal 6.10.2 states, "*Support the creation and preservation of housing that is affordable to low- and moderate-income households and that is commensurate with the incomes of Ashland's workforce*."

Manufactured housing represents one of the most affordable forms of ownership housing available within the community. The City's acknowledged Housing Capacity Analysis (2021) found that manufactured homes provide a source of affordable housing in Ashland and a form of homeownership available to low and moderate income households, and the Housing Production Strategy (2023) identifies preservation of existing manufactured home parks as Strategy G..

Ashland's Housing Goal 6.10.3 encourages housing development patterns that reduce environmental impacts and support efficient land use. It states, "*Integrate housing with other compatible land uses through flexible zoning provisions.*" The amendments support compact housing forms within existing urbanized areas served by public infrastructure and transportation systems. Increasing allowable densities and reducing unnecessary dimensional constraints within manufactured housing developments supports more efficient use of land while preserving flexibility in site design.

The amendments to AMC 18.5.8.050 exempt manufactured home parks from the residential annexation affordability requirements and allow manufactured housing developments at densities of up to 18 dwelling units per acre upon annexation. The Council finds that manufactured home parks are an inherently affordable form of ownership housing, as documented in the Housing Capacity Analysis (2021), and that applying the standard annexation affordability requirements to the preservation or continuation of an existing manufactured home park would be duplicative of the affordability the parks already provide. The allowance for up to 18 dwelling units per acre supports the efficient use of land within the Urban Growth Boundary and the continued viability of existing parks

located outside the city limits, consistent with Housing Goal 6.10.2 and Housing Production Strategy Strategy G.

The City Council finds and determines that the land use ordinance and map amendments are consistent with the *Ashland Comprehensive Plan* and other adopted long-range plans.

C. Consistency with Oregon Statewide Planning Goals

The *Ashland Comprehensive Plan* was originally adopted by the City Council on November 2, 1982, and acknowledged by the Land Conservation and Development Commission on Oct 7, 1983. Numerous updates have been completed and acknowledged since the originally acknowledged plan including but not limited to: Chapter III Citizens Participation and Involvement (2016), Chapter IV Environmental Resources (1991), Chapter V Population Projection and Growth (1991), Chapter VI Housing Element (2019), Chapter VII Economy (1991), Chapter VIII Parks, Open Space and Aesthetics (1991), Chapter X Transportation (1996), Chapter XI Energy, Air, Water, Conservation (1991), and Chapter XIC Regional Plan Element (2012). Technical reports and supporting documents were also acknowledged and adopted as part of the *Ashland Comprehensive Plan* and include but are not limited to the following: Croman Mill Site Redevelopment Plan (2008), Normal Neighborhood Plan Framework (2015), Local Wetland Inventory and Assessment and Riparian Corridor Inventory (2009), Housing Capacity Analysis, (2021), Buildable Lands Inventory (2019), and Transportation System Plan Update (2013). The City follows the post-acknowledgement plan amendment (PAPA) process to update the Plan with new state and regional regulations as necessary and relies in part upon these prior state review processes to demonstrate compliance with all necessary requirements.

GOAL 1: CITIZEN INVOLVEMENT

To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Finding: The City provided opportunities for public involvement through public hearings, public notice procedures, Management Advisory Committee (MAC) review, Housing and Human Services Advisory Committee (HHSAC) review, Planning Commission (PC) review, and City Council (CC) review consistent with adopted public participation procedures. Interested agencies, residents, manufactured home park residents, housing advocates, and property owners had opportunities to provide testimony throughout the process. All of the aforementioned meetings were conducted as hybrid meetings to provide opportunities to engage in person or virtually.

The project included a code audit and the development of code concepts. Stakeholder interviews and a review of case studies informed code concepts. A joint study session between HHSAC, PC, CC was held on January 27, 2026, to inform each group of the planning process thus far. The code changes were reviewed by the MAC on March 11, 2026; the HHSAC on April 23, 2026; and the Planning Commission on April 28, 2026. The MAC met three times over the course of the project to give feedback. The PC conducted a public hearing on June 9, 2026, to inform their recommendation to the CC,

and the CC held a study session on June 15, 2026 and then conducted a public hearing and first reading of the proposed ordinances on June 16, 2026 and second reading on July 21, 2026. Following the June 16, 2026 public hearing, the City Council continued consideration of Ordinance No. 3306, establishing manufactured home park tenant protections under a new Chapter 10.116, to allow for additional legal review. Ordinance No. 3306 is scheduled for first reading on August 4, 2026, and is not addressed by these findings.

A project web page at https://www.ashlandoregon.gov/1197/Manufactured-Home-Park-Zone hosted the project background materials, meeting materials, and map and code amendments. The web page was available throughout the duration of the project and was included in all meeting notices and announcements. An online survey provided an opportunity for public review of and comment on the recommended code changes. It was open from April 27 to May 31, 2026. The survey received 46 respondents. This Goal is met.

GOAL 2: LAND USE PLANNING
To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual bases for such decisions and actions.

Finding: The amendments are consistent with the City's acknowledged Comprehensive Plan and implement adopted housing and land use policies related to housing choice, affordability, and efficient urban development. They create new Comprehensive Plan and Zoning map designations for manufactured home parks and revise development standards for manufactured homes on individual lots and within parks. This Goal is met.

GOAL 3: AGRICULTURAL LANDS
To preserve and maintain agricultural lands.

Finding: The proposal does not propose any land use regulation changes to agricultural lands outside of the Ashland UGB. This Goal is not applicable.

GOAL 4: FOREST LANDS
To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

Finding: The proposal does not propose any land use regulation changes to forest lands outside of the Ashland UGB. This Goal is not applicable.

GOAL 5: NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES
To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: The City's acknowledged Comprehensive Plan includes Goal 5 resource protections. These amendments do not alter Goal 5 inventories or protection programs. This Goal is met.

GOAL 6: AIR, WATER AND LAND RESOURCES QUALITY
To maintain and improve the quality of the air, water and land resources of the state.

Finding: The City's acknowledged Comprehensive Plan complies with this goal and the proposal does not modify the goals and policies related solid waste; water waste; noise and thermal pollution, air pollution, and industry-related contaminants; and air, noise, and thermal pollution. This Goal is met.

GOAL 7: AREAS SUBJECT TO NATURAL HAZARDS
To protect people and property from natural hazards.

Finding: The City's acknowledged Comprehensive Plan complies with this goal and the proposal does not modify the goals and policies related to Goal 7. This Goal is met.

GOAL 8: RECREATIONAL NEEDS
To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: The City's acknowledged Comprehensive Plan complies with this goal and the proposal does not modify the existing goals and policies related to Goal 8 and recreational needs. This Goal is met.

GOAL 9: ECONOMIC DEVELOPMENT
To provide adequate opportunities throughout the state for a variety of economic activities vital to health, welfare, and prosperity of Oregon's citizens.

Finding: The City's acknowledged Comprehensive Plan complies with this goal, and the proposal does not modify the existing goals and policies related to Goal 9 and economic development. This Goal is met.

GOAL 10: HOUSING
To provide for the housing needs of citizens of the state.

Finding: The Statewide Planning Program requires each city to inventory its buildable residential lands, project future housing needs, and provide the appropriate types and amounts of land within the UGB necessary to meet those needs. The Housing Element of the *Ashland Comprehensive Plan* was amended and acknowledged in 2019. The City of Ashland has an acknowledged Housing Capacity Analysis (2021), Housing Production Strategy (2023), and Buildable Lands Inventory (2024) which provide a factual basis for needed housing types and available land supply. The Housing Capacity Analysis

determined that Ashland is in need of more affordable housing types, "*Ashland has unmet needs for affordable housing. Ashland has unmet housing needs for households with extremely-low and very-low-income households, as well as households with low- and middle-income. The forecast shows 273 of Ashland's new households will have incomes of $32,600 (in 2019 dollars) or less. These households can afford monthly housing costs of $820, which is considerably below market rate rents starting around $1,145 for a two-bedroom unit. About 127 of Ashland's new households will have incomes between $32,600 and $52,000 and can afford $820 to $1,300 in monthly housing costs*". It has also determined that, "*Manufactured homes provide a source of affordable housing in Ashland. They provide a form of homeownership that can be made available to low- and moderate-income households. Cities are required to plan for manufactured homes—both on lots and in parks (ORS 197.475-492).*"

The Housing Production Strategy has identified preservation of manufactured home parks as an identified strategy for housing need within the city. The City has zoning standards relating to residential development including provisions for housing density, setbacks, lot coverage, types, and development in environmentally or physically constrained areas.

The amendments support Goal 10 and Strategy G "*Maintain quality and support preservation of existing manufactured home parks*" within the Housing Production Strategy by:

- Expanding opportunities for manufactured housing development;
- Increasing allowable densities within manufactured housing developments;
- Removing unnecessary dimensional constraints;
- Allowing smaller manufactured housing units;
- Supporting preservation and modernization of existing manufactured housing communities.

The City's acknowledged Comprehensive Plan complies with this goal. Manufactured housing developments provide important housing opportunities for workforce households and support broader economic development objectives by increasing housing availability and affordability. The amendments support reinvestment in existing manufactured housing communities and allow community-serving uses that improve livability for residents. This Goal is met.

GOAL 11: PUBLIC FACILITIES AND SERVICES
To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The City has master plans in place for water, wastewater and stormwater that address population growth in the Ashland city limits and UGB The Wastewater Master Plan was completed in 2012 and projects and plans for adequate wastewater collection and treatment capacity for a 20-year planning period. The Stormwater and Drainage Master

Plan was completed in 2020 and projects and plans for adequate stormwater conveyance capacity for a 20-year planning period. The Stormwater and Drainage Master Plan was completed in 2020 and projects and plans for an adequate water supply for a 20-year planning period.

The amendments apply within the existing urbanized area served by public infrastructure and utilities. Individual development proposals will continue to be required to demonstrate adequate public facility capacity and compliance with applicable utility standards. This Goal is met.

GOAL 12: TRANSPORTATION
To provide and encourage a safe, convenient and economic transportation system.

Finding: The City has an acknowledged *Transportation System Plan* (2013). The transportation system is planned to accommodate the population growth of the community for the 20-year planning period.

The amendments are also consistent with the Transportation Planning Rule, OAR 660-012-0060. The amendments apply to existing developed manufactured home parks and do not change the functional classification of any transportation facility, change standards implementing a functional classification system, or allow types or levels of land use that would result in levels of travel or access inconsistent with the functional classification of nearby transportation facilities. The MHPZ designation reflects and preserves the existing residential use of the affected properties, and any future redevelopment will remain subject to the City's adopted Transportation System Plan and applicable transportation standards.

The amendments support compact residential development patterns and improve internal pedestrian circulation standards within manufactured housing developments. The amendments do not reduce existing transportation requirements or planned transportation improvements. This Goal is met.

GOAL 13: ENERGY CONSERVATION
To conserve energy.

Finding: The City's acknowledged Comprehensive Plan complies with this goal. The amendments enhance compliance by increasing the density of residential uses within manufactured home parks. Density supports efficient land use patterns and compact housing forms consistent with energy conservation objectives. This Goal is met.

GOAL 14: URBANIZATION
To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Finding: The amendments apply within the City limits and Urban Growth Boundary and support efficient use of urban land and infrastructure without expanding the Urban Growth

Boundary. This Goal is met.

GOAL 15: WILLAMETTE RIVER GREENWAY
To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

Finding: The affected areas are not located within or adjacent to the Willamette River Greenway. Therefore, Goal 15 is not applicable.

GOAL 16: ESTUARINE RESOURCES
To recognize and protect the unique environmental, economic and social values of each estuary and associated wetlands; and to protect, maintain, where appropriate develop, and where appropriate restore the long-term environmental, economic, and social values, diversity and benefits of Oregon's estuaries

Finding: The affected areas are not located within the or adjacent to a designated estuarine resource. Therefore, Goal 16 is not applicable.

GOAL 17: COASTAL SHORELANDS
To conserve, protect, where appropriate, develop and where appropriate restore the resources and benefits of all coastal shorelands, recognizing their value for protection and maintenance of water quality, fish and wildlife habitat, water dependent uses, economic resources and recreation and aesthetics. The management of these shoreland areas shall be compatible with the characteristics of the adjacent coastal waters; and to reduce the hazard to human life and property, and the adverse effects upon water quality and fish and wildlife habitat, resulting from the use and enjoyment of Oregon's coastal shorelands.

Finding: There are no coastal shorelands within the vicinity of Ashland, therefore, Goal 17 is not applicable.

GOAL 18: BEACHES & DUNES
To conserve, protect, where appropriate develop, and where appropriate restore the resources and benefits of coastal beach and dune areas; and to reduce the hazard to human life and property from natural or man-induced actions associated with these areas.

Finding: There are no designated beaches or dunes within the vicinity of Ashland, therefore, Goal 18 is not applicable.

GOAL 19: OCEAN RESOURCES
To conserve marine resources and ecological functions for the purpose of providing long-term ecological, economic, and social value and benefits to future generations.

Finding: There are no designated ocean resources within the vicinity of Ashland, therefore, Goal 19 is not applicable.

The City Council finds that the amendments are consistent with Oregon Statewide Planning Goals.

OVERALL COUNCIL CONCLUSIONS

The City Council finds and determines the approval criteria for this decision have been fully met, based on the detailed findings set forth herein, the detailed findings and analysis of the Planning Commission arising from its June 9, 2026 public hearing, and the whole record before the Council, including the staff report, testimony, and exhibits received at the Planning Commission's June 9, 2026 hearing and the Council's June 16, 2026 hearing, all of which are incorporated herein by reference.

Specifically, the Council finds that the proposed Comprehensive Plan map, Zoning map, and land use code amendments are consistent with City of Ashland approval criteria for Comprehensive Plan and Zoning map amendments, and land use ordinance amendments as set forth in AMC 18.5.9.020.B and are consistent with the City of *Ashland Comprehensive Plan* and other City policies. The Council finds and determines that the amendments are consistent the Oregon Statewide Planning Goals and OAR 660-012-0310 through -0330.

Accordingly, based on the above Findings of Fact and Conclusions of Law, and based upon the evidence in the whole record, the City Council hereby APPROVES the ADOPTION of Ordinance No. 3296 amending AMC Title 18 Land Use, Ordinance No. 3297 amending the Ashland Zoning Map, and Ordinance No. 3298 amending the Ashland Comprehensive Plan Map, as reflected in the attached ordinances.

Ashland City Council Approval

_____ _____

Tonya Graham, Mayor Date

Signature authorized and approved by the full Council this 21st day of July, 2026.

Attest:

_____ _____

Alissa Kolodzinski, City Recorder Date

Approved as to form:

_____ _____

Johan Pietila, City Attorney Date

Council Business Meeting

Date: July 21, 2026

Agenda Item	Second Reading of Ordinance 3305, An Ordinance Amending 6.04 Business Licenses Sections 6.04.105 Duplicate License, 6.04.120 Temporary License, and 6.04.130 Delinquent Penalty
Department	Finance
From	Bryn Morrison, Deputy Finance Director

TIME ESTIMATE
5

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

SUMMARY
This is a continuation of the City's updating of ordinance changes. AMC 6.04 includes set fees that should be removed and approved through separate resolution. These fees reside in the Miscellaneous Fees and Charges Resolution as approved by Council.

POLICIES, PLANS & GOALS SUPPORTED
These updates will promote transparency and ease of access for both citizens of Ashland as well as staff.

BACKGROUND AND ADDITIONAL INFORMATION
These fees were approved as part of the Miscellaneous Fees and Charges Resolution on May 19, 2026.

Business License Fee

Fee Description	2026/2027 Fee
Initial Business License Application Fee	
First two employees[1]	$126.95
Each additional employee	$5.30
A prorated fee of $10 per month, or portion of month, remaining in the fiscal year from the date of the application with a minimum fee of $25 is applicable to all business except for rental properties with fewer than two dwellings, pursuant to AMC 6.04.020 A.	
Temporary Business License Application Fee	$26.45
Renewal Application Fee	
First two employees[1]	$79.35
Each additional employee	$10.60
Late Application Fee	$26.45
Late Renewal Fee (30 days past due)	10% ($25.00 minimum)
Reprint Business License	$10.60

FISCAL IMPACTS
N/A

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to approve the second reading of Ordinance 3305 An Ordinance Amending 6.04 Business Licenses Sections 6.04.105 Duplicate License, 6.04.120 Temporary License, and 6.04.130 Delinquent Penalty.

REFERENCES & ATTACHMENTS
1. 3305 Amending 6.04 Business Licenses

ORDINANCE NO. 3305

AN ORDINANCE AMENDING 6.04 BUSINESS LICENSES SECTIONS 6.04.105 DUPLICATE LICENSE, 6.04.120 TEMPORARY LICENSE, AND 6.04.130 DELINQUENT PENALTY

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

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

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

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

SECTION 1. 6.04.105 Duplicate License
A duplicate license shall be issued upon application and payment of a fee ~~**of $10**~~ **as set by resolution** to replace the license previously issued which was lost or destroyed.

SECTION 2. 6.04.120 Temporary License
If a business activity licensed under this chapter is for a limited duration of not more than 30 days, ~~**the**~~ **a** fee will be ~~**$25**~~ **charged by resolution**, regardless of the number of employees.

SECTION 3. 6.04.130 Delinquent Penalty
There shall be ~~**a penalty,of ten percent (10%) with a minimum of $25 added**~~ **penalties as set by resolution** to all business license fees paid later than 30 days after they are due.

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

SECTION 5. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however

that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

Council Business Meeting

Date: July 21, 2026

Agenda Item	Internal Services Director
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE
5 minutes

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

SUMMARY
The City Manager will be recruiting for an Internal Services Director to align Human Resources, Finance and Information Technology/AFN.

POLICIES, PLANS & GOALS SUPPORTED
Excellence in governance and city services.

BACKGROUND AND ADDITIONAL INFORMATION
I will be moving forward with recruiting an Internal Services Director to oversee the Human Resource, Finance and Information Technology divisions. This position consolidates what was once three director level positions into one (Finance, IT, Human Resources).

- Improved strategic alignment between these functions
- Additional resources and oversight for the payroll function
- Facilitating access to certified payroll training and expertise
- Coordinated implementation of systems that impact multiple departments
- Ensuring deadlines are met for system implementations that span multiple departments
- Strengthening accountability and process within these divisions

This position will allow for strategic alignment between the three internal divisions that most often work together on large initiatives and issues. The city will begin to recruit for this position by the end of the month (July).

FISCAL IMPACTS
The position is currently budgeted for, just being reworked and renamed. Cost savings will be realized through the consolidation of multiple director roles into one.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
N/A

REFERENCES & ATTACHMENTS
1. Internal Services Director - Ashland OR

JOB DESCRIPTION

Title:	**Internal Services Director**	Employee Group:	Non-Represented
Department:	HR/IT/Finance	Pay Grade:	365 NU
Reports To:	City Manager	FLSA Status:	Exempt
Origination Date:	June 2026	Revision Date:	

POSITION SUMMARY

This position provides strategic leadership and oversight for Human Resources, Finance and Information Technology divisions, ensuring effective planning, coordination, and management of these functions for the City of Ashland, Oregon. The role is responsible for providing administrative and support services to all the City's operating departments. These services include accounting, budgeting, treasury, financial reporting, purchasing and contracts oversight, payroll, employee and labor relations, benefits administration, recruitment, risk management, information technology deployment and management, operation and administration of Ashland Fiber Network. The Administrative Services Director also serves as a trusted advisor to the City Manager, City Council, and City departments on these matters.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. However, they are not to be construed as exclusive or all–inclusive. To perform this job successfully, an individual must be able to perform each duty satisfactorily. Other duties may also be required or assigned.

1. Relationship building and serving as a strategic thought partner to the City Manager and City leadership team to achieve organizational goals.
2. Flexibility, creativity, and process improvement through innovative thinking.
3. Leads citywide innovation efforts by identifying opportunities for process improvement, new technology adoption, and enhanced digital services to residents and staff.
4. Successful at managing complex projects from inception to completion.
5. Ability to facilitate, mediate and build consensus.
6. Ethical, honest, respectful, professionally trustworthy and customer service focus and instill these core values in the team.
7. Advises the City Manager, Mayor, City Council, and leadership teams on financial policy, fiscal forecasting, and budget planning; contributes to strategic initiatives and long-range planning through expert financial analysis and scenario modeling.

8. Lead initiatives to attract, retain, and develop an engaged workforce that delivers outstanding services to Ashland residents and businesses.
9. Oversee the preparation and submission of the Annual Comprehensive Financial Report (ACFR) and biennial budget.
10. Ensure adherence to all legal requirements by continuously monitoring legislation, advising management on necessary actions, and enforcing compliance.
11. Administer the City of Ashland's job classification system, including developing and updating job descriptions and determining the placement of positions within the classification framework.
12. Manage compensation and benefits programs to ensure compliance with union contracts, the FLSA, and applicable state and federal regulations.
13. Support organization-wide performance management by overseeing employee transfers, promotions, disciplinary actions, and terminations.
14. Manages the City's investment strategy and monitors fund balances, cash flow, reserves, and debt obligations to maintain financial sustainability.
15. Ensure customer-focused service delivery and user support by implementing effective end-user training, system documentation, and help desk operations
16. Advise supervisors, managers, and directors in resolving complex and sensitive human resources, technology and finance issues.
17. Address employee inquiries regarding the interpretation of city policies, labor contracts, employment law, benefit programs, and personnel management, referring complex legal matters to labor counsel as necessary.
18. Ensure compliance with employment-related laws and policies—including the FLSA, EEO, Fair Employment Practices, and ADA—and oversee related complaint investigations.
19. Acts as staff liaison to the Citizen Budget Committee and Municipal Audit Commission preparing materials, facilitating discussion and presenting reports, projections and policy recommendations.
20. Guide management and staff by researching, developing, and updating policies, procedures, and guidelines while effectively communicating and enforcing the city's values.
21. Shape organizational strategy by identifying service challenges, providing insightful analysis and recommendations, and aligning objectives with overall organizational goals.
22. Perform additional duties as required.

MINIMUM REQUIRED QUALIFICATIONS

- Bachelor's Public Administration, Business Administration, Finance, Accounting or related field.
- Seven (7) years of progressively responsible financial oversight or human resources related experience.
- Two (2) years of supervisory experience.

OTHER REQUIREMENTS

- Seven (7) years of progressively responsible leadership role
- Five (5) years in a lead or supervisory role.

PREFERRED QUALIFICATIONS

- SPHR, SHRM-SCP, CLRP, IPMA-CP, or other professional human resources certification.

- CPA Certification or CMA.
- Master's degree from an accredited college or university in Business Administration, Public Administration or related field.
- Experience in a municipal government setting that is similar to or larger than the City of Ashland is desirable.
- Experience with State of Oregon budget and labor laws.

SUBSTITUTION

Any satisfactory equivalent combination of education, training and experience that demonstrates the knowledge, skills and abilities to perform the duties of the job proficiently may substitute for the above requirements.

KNOWLEDGE, SKILLS AND ABILITIES

KNOWLEDGE:

- Principles and practices of public administration, including strategic planning, personnel management, budgeting, and leadership in a government setting.
- Organizational development, interdepartmental coordination, and the delivery of public services in a municipal environment.
- Best practices in fiscal management, including technology cost allocation, budgeting, forecasting, and capital project financing.
- In-depth knowledge of federal, Oregon state, and City of Ashland laws, regulations, codes, ordinances, and legal precedents governing data privacy, public records, accessibility, budget law, Governmental accounting principles (GAAP), Governmental Accounting Standards Board (GASB), HR administration, labor relations, and civil rights.
- Expertise in management and supervisory practices, including program planning, budgeting, contract administration, coordination, evaluation, and final employment recommendations.
- Proficiency in labor contracts, negotiation, and collective bargaining techniques.
- Familiarity with the administrative policies and procedures specific to the City of Ashland and its departmental operations.
- Strong grasp of budgeting, fiscal management, and project management principles and techniques.
- Proficiency with current office practices, standard office equipment, and essential software applications such as word processing, spreadsheets, and databases.

SKILLS:

- Skilled in dissecting complex administrative information, defining issues, evaluating alternatives, and recommending effective solutions.
- Proficient at organizing tasks and managing time to handle a high volume of work while adapting to shifting priorities.
- Adept at researching and comprehending complex written materials.
- Experienced in facilitating negotiations and mediating conflicts to secure mutually beneficial outcomes.

- Effective at engaging and building collaborative relationships with diverse stakeholders.
- Capable of leveraging metrics and analytics for data-driven decision making.
- Proficient with advanced information systems and software tools to enhance operational efficiency.
- Creative in generating innovative solutions to complex challenges.
- Experienced in guiding and supporting organizational change initiatives.

ABILITIES:

- Leverage strategic planning and research to set departmental goals, develop projects/programs, and execute long- and short-range plans.
- Develop, interpret, and implement policies, procedures, and regulations, while preparing and managing detailed operating budgets.
- Establish and maintain accurate records and perform precise mathematical calculations under strict deadlines.
- Lead and train teams, organize work assignments, and adjust priorities to meet deadlines.
- Communicate clearly in writing and verbally, handling sensitive information tactfully while maintaining confidentiality.
- Exercise sound judgment and professionalism, adapting to stressful situations and responding to after-hours needs as required.
- Drive talent acquisition, onboarding, and retention strategies to build and sustain a high-performing workforce.
- Develop and implement performance management systems, employee development programs, and succession planning.
- Manage conflict resolution and employee relations, ensuring compliance with labor laws and HR policies.
- Communicate complex financial concepts clearly to technical and non-technical audiences, both verbally and in writing.
- Utilize analytics and metrics to inform strategic decision-making and continuous improvement.
- Oversee organizational change initiatives and advise City leadership on workforce planning and development.
- Cultivate strong working relationships with internal and external stakeholders.
- Demonstrate emotional intelligence, empathy, and integrity in handling complex interpersonal situations and employee grievances.

PHYSICAL AND WORK ENVIRONMENT

The physical and work environment characteristics described in this description are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions or as otherwise required by law. Employees needing reasonable accommodation should discuss the request with the employee's supervisor.

- This work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching or crawling and reaching with hands and arms.
- Work has standard vision requirements.

- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Work requires preparing and analyzing written or computer data and observing general surroundings and activities.
- Work has no exposure to adverse environmental conditions.
- Work is generally in a moderately noisy office setting (e.g. business office, light traffic).

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

_____ _____

City Manager Approval Date

EMPLOYEE ACKNOWLEDGMENT

I have received, reviewed and fully understand this job description. I further understand that I am responsible for the satisfactory execution of the essential functions as well as skills and abilities described therein. Furthermore, I understand this document will change over time, as necessary. From time to time, I understand I may be asked to perform duties and handle responsibilities that are not specifically addressed in my job description. I understand that this does not constitute an employment agreement.

_____ _____

Employee Signature *Date*

_____

Employee Printed Name

_____ _____

Department Head Signature *Date*

Council Business Meeting

Date: July 21, 2026

Agenda Item	Development of Concept Plan & Management Plan for the Madrone Ridge Property
Department	City Manager's Office
From	

TIME ESTIMATE
15 minutes

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

SUMMARY
Seeking Council approval for initiating the development of a Concept Plan and a Management Plan for the Madrone Ridge Property

POLICIES, PLANS & GOALS SUPPORTED
Wildfire mitigation; expanded recreation access

BACKGROUND AND ADDITIONAL INFORMATION
Western Rivers Conservancy and Madrone Ridge Property
The Madrone Ridge property is 1,974 acres that sits along the western edge of the City of Ashland, west of downtown. The property is the largest private property between the UGB and more than 50,000 acres of National Forest land, providing an important wildfire mitigation location, and approximately 270 acres of the property are within the Ashland Creekwatershed, which is the City's primary drinking water source.

Western River Conservancy is a conservation non-profit whose model is to purchase private property and transfer those lands to a permanent conservation steward. WRC has entered into a Purchase and Sale Agreement for the Madrone Ridge property from the current landowners, with the goal of the City of Ashland ultimately acquiring the property and serving as the long-term owner and steward. The closure of the purchase must occur on or before September 30, 2027.

Consulting Agreement with Western Rivers Conservancy
In February 2025, the City of Ashland entered into a consulting agreement with Western Rivers Conservancy (WRC). WRC is providing due diligence investigations, identifying funding sources, preparing messaging materials, and preparing acquisition documents. In exchange, the City is paying Western Rivers Conservancy $75,000 over three years. This agreement expires at the date of acquisition or on September 30, 2027, whichever occurs earlier.

Funding Status
The total cost of the Madrone Ridge property is $7,415,000. WRC has secured 75% of acquisition funding ($5.560 million) through the US Forest LEgacy Program and is currently applying for grants to secure the remaining 25% non-federal match ($1.855 million).

Current Step: Development of a Concept Plan & Management Plan
The property has been identified as a potential opportunity to provide trail connectivity, expanded recreational activities, wildfire protection and forest management, and educational use. To further flesh out these potential opportunities and

- Concept Plan: a concept plan is a preliminary planning tool that illustrates a broad vision or idea before investing into detailed engineering or final designs. A concept plan is usually a stakeholder-led process

that helps ensure that property use, layout, environmental constraints, and other factors are aligned before any heavier investment occurs. The Concept Plan is also a useful tool for applying for grants.
- Management Plan: a management plan details how specific portions of the property would be managed, based on its seasonal use. This comes after the use of the property is more clearly defined (via the Concept Plan) and will detail annual maintenance needs and estimated costs for each particular portion/use of the property.

Planning Approach
To develop a robust Concept Plan and associated Management Plan, WRC and the City will convene a stakeholder group that will work together over a period of three months under a hired facilitator. The process will include at least one public meeting for community feedback on the group's proposed concept plan. WRC will provide funding for the facilitator and any needed technical information the group may need.

- Time Period: August - October
- Number of Meetings: 3-5 stakeholder meetings, with at least one public meeting
- Identified Stakeholder Representatives:
    - Trail Representative
    - Lomakatsi Representative
    - Conservation Specialist
    - Fire Mitigation Specialist
    - Jackson County
    - Rogue Workforce Partnership
    - SOU Environmental Science Department
    - K-12 Education Representative
    - Tribal Liaison

Next Steps
The following decision points are expected to come before Council over the next year:

- Summer/Fall 2026: Review and acceptance of grant agreement for the US Forest Legacy Program; review of Concept Plan and Management Plan
- February 2027: If full funding is not secured, City Council will determine if they would like the City to fund remaining acquisition costs.
- September 2027: End of established purchase period

FISCAL IMPACTS
There are no direct fiscal impacts for the development of a Concept Plan and Management Plan for the use of the property. The indirect fiscal impact is the use of staff time to participate in the planning process, which is estimated at 15 hours over the course of three months.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to direct staff to initiate the process for developing a Concept Plan and Management Plan for the Madrone Ridge Property.

REFERENCES & ATTACHMENTS
None

Council Business Meeting

Date: July 21, 2026

Agenda Item	Proposed Ordinance: Utility bill fees
Department	Mayor and Council
From	Tonya Graham

TIME ESTIMATE
10 minutes

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

SUMMARY
This agenda item is a discussion regarding whether council wants to create a specific protocol that will be used in the future to create new fees or increase existing fees beyond graduated increases based on inflation for fees billed through our utility billing service. The following are proposed elements of such an ordinance. Throughout this document "fee increases" mean fee increases larger than the inflation index increases already authorized by the City Council.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION
Council will devote a study session to the topic of a new fee or an increase in an existing fee. In addition to being properly noticed, this study session will be advertised on the City's website, social media platforms, and newsletter(s) ahead of the study session. The study session will include an analysis of the problem the City is considering addressing, identify what can be done to address the problem with different fee levels, and share the consequences of not making a fee-based change. The public will be given the opportunity to speak at this study session.
Should the City Council direct staff to move forward with the process of developing a new fee or increasing an existing one, the City will undertake the following process:

- Within one month of the study session, the City will develop and post online materials, including a resident survey, regarding the possibility of the new fee or fee increase including, but not limited to, the elements discussed at the study session. These materials will be shared through the City's website, social media platforms, newsletters, and a media release announcing the date and time of an upcoming public hearing at a council business meeting.

- Council will hold a public hearing that is advertised through the same channels identified for the initial study session. Information about the proposed new fee or fee increase will be shared as before. All who come to speak will be provided the opportunity to do so and Council will also take online feedback directly to the council group email address and through an online survey. The public hearing will be scheduled so that there are at least four weeks between the date information was posted on the website and the hearing.

- Council will decide about the new fee or fee increase at a business meeting scheduled no sooner than two weeks after the public hearing. The survey must be open for at least four weeks in total and all survey data must be provided to the council through the council packet ahead of the

business meeting. Per council rules, community members can speak to the agenda item during that meeting.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Provide staff direction to draft an ordinance for Council review.

REFERENCES & ATTACHMENTS

None

Council Business Meeting

Date: July 21, 2026

Agenda Item	Property Surplus – A Portion of the Briscoe School Property
Department	Public Works
From	Scott Fleury, Director

TIME ESTIMATE

Five minutes (5).

CATEGORY

Action Needed - Motion to approve an action

SUMMARY

The Oregon Department of Transportation (ODOT) has and continues to upgrade curb ramps within their jurisdiction to meet current Americans with Disabilities (ADA) access requirements. ODOT has reached out to City with a request to obtain “real property” owned by the City to facilitate construction of an upgraded curb ramp adjacent to Briscoe School. They are requesting to purchase 188 square feet of the property that is adjacent to the intersection of Laurel Street and North Main Street.

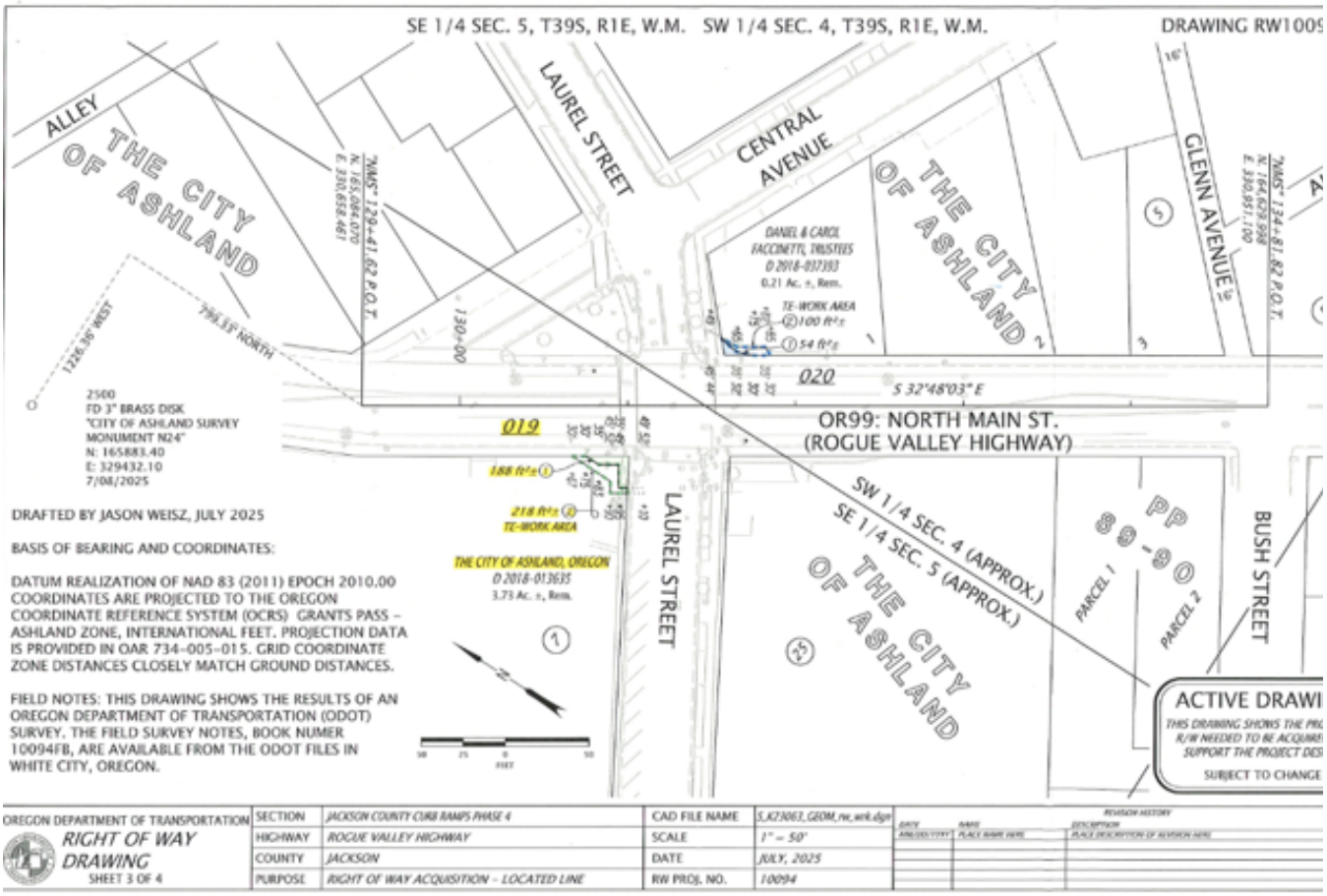
POLICIES, PLANS & GOALS SUPPORTED

Efficient and Effective Government, including equity of access, customer focus, transparent and frequent communication, ***strong regional partnerships***, use of technology, execution of maintaining City facilities and public infrastructure.

BACKGROUND AND ADDITIONAL INFORMATION

ODOT has submitted an acquisition request to the City of Ashland for 188 square-feet of the Briscoe School Property (265 North Main Street, T.L. 2500). The request to acquire is in support of construction of a new ADA curb ramp at the northeast corner of the property within the North Main Street and Laurel Street right of way, reference figure 1.

Figure 1: Property Acquisition Drawing



Prior to moving forward with a “sale of real” property the City Council must “surplus” said property as outlined in the municipal code.

Once a property is dedicated as surplus staff can move forward with development of the public hearing requirements specified in Ashland Municipal Code (AMC) 2.55 “Disposal of Real Property”. If the Council chooses to surplus this portion then staff will schedule the public hearing for August 4th, 2026 with the general information outlined below per the code.

The public hearing must be noticed and include the information outlined in AMC section 2.55.020.

Substance of the Notice. The notice shall provide information regarding the following minimum information, though the City may include additional details at its discretion:

a. A description of the property or interest to be sold;

188 square feet of property at the northeast corner of 265 North Main St., T.L. 2500.

b. The proposed uses for the property;

The property will be used to facilitate construction of an ADA compliant curb ramp at the corner of North Main Street and Laurel Street.

c. The reasons why the City Council considers it necessary or convenient to sell the property; and

The City does not require this De minimis parcel area to support any City operations.

d. The time and place of the public hearing at which the sale of the property will be discussed.

Public Hearing notice given for August 4th, 2026 at 6PM in the Council Chambers.

Staff will coordinate with the City Recorder and the appropriate public notice will be given for disposition of real property – a portion of Briscoe School.

FISCAL IMPACTS

The appraised value for acquisition of the 188 square feet of property is $14.00 per square foot generating a total of $2,632 for the “fee take portion”.

ODOT is also providing payment for the temporary work area easement and value of improvements. If the surplus and subsequent sale is approved the total compensation for the fee take and work easement would be $4,100.

ODOT will also cover all incidental costs with recording and finalizing documents required of the sale.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to surplus 188 square feet of Briscoe School property as outlined by the Oregon Department of Transportation in the acquisition summary statement dated April 28, 2026.

REFERENCES & ATTACHMENTS

1. ODOT Aquisition Package 1
2. ODOT Aquisition Package Map

Oregon
Tina Kotek, Governor

Department of Transportation
Region 3 Right of Way
3500 NW Stewart Parkway
Roseburg, OR 97470-1687
Phone: (541) 957-3559
Toll Free: (888) 769-7343

April 28, 2026

The City of Ashland, Oregon, a municipal corporation of the State of Oregon
20 E Main St
Ashland, Oregon 97520-1814

File No.:	10094-019
Grantor:	The City of Ashland, Oregon, a municipal corporation of the State of Oregon
Section:	Jackson County curb ramps phase 4
Highway:	
County:	Jackson
FAP No.:	SA00(611)e.d.12/31/29

The Oregon Department of Transportation (ODOT) plans to proceed with the Jackson County curb ramps phase 4 project. As part of this project, we need to acquire a 188 square feet (Sq Ft) Fee Acquisition (Parcel 1) and a 218 Sq Ft Temporary Easement for Work Area (Parcel 2) from your property. A determination of just compensation for the needed portion of your property has been made by an agency official according to federal and state guidelines and based on market information. This compensation amount is outlined in the attached "**Acquisition Summary Statement**." This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of receipt of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

If you have any questions or concerns, please call me at (541) 671-0298 or toll free at (888) 769-7343. I am also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,

SMitchell

Sabrina Mitchell
Right of Way Agent

ACQUISITION SUMMARY STATEMENT

April 28, 2026

File No.:	10094-019
Grantor:	The City of Ashland, Oregon, a municipal corporation of the State of Oregon
Section:	Jackson County curb ramps phase 4
Highway:	
County:	Jackson
FAP No.:	SA00(611)e.d.12/31/29

Valuation	**Comment**	**Value**
Land:		$3,068
Improvements:	Lawn (98 Sq Ft) & Sidewalk (90 Sq Ft)	$1,032
Other:		$0
Damages:		$0
TOTAL JUST COMPENSATION:		**$4,100**

Uneconomic Remainder:	None	$0
Fencing Allowance:	None	$0

LAND ACQUIRED:		
Parcel #	**Rights to be Acquired**	**Area of Taking**
Parcel 1	Fee	188 Sq Ft
Parcel 2	Temporary Easement: Work Area	218 Sq Ft

NOTICE TO VACATE:

Written notice will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

n/a

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Theodore Adkins
Date of Valuation:	January 29, 2026
Value:	$4,100
Date Written:	February 10, 2026

RELOCATION BENEFIT SUMMARY, Non-Residential

April 28, 2026

Benefit Determination For:

The City of Ashland, Oregon, a municipal corporation of the State of Oregon

File No.:	10094-019
Grantor:	The City of Ashland, Oregon, a municipal corporation of the State of Oregon
Section:	Jackson County curb ramps phase 4
Highway:	
County:	Jackson
FAP No.:	SA00(611)e.d.12/31/29

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person*,** for additional information concerning this assistance.

☐ **RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.

☐ **SEARCH EXPENSES:** A payment for certain expenses to locate a new site, not to exceed $5,000. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.

☐ **ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.

☐ **SELF-MOVE BASED ON ESTIMATES, MOVE COST FINDINGS, OR ACTUAL COSTS:** A payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on estimates prepared by commercial movers or qualified staff estimators, or a pre-approved actual cost estimate. **We must be notified of when you plan to move.**

☐ **COMMON CARRIER MOVE:** A payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**

☐ **REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed $33,200 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.

☐ **FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than $1,000 or more than $53,200 will be made. This payment is based on the average annual net earnings of your operations during the two taxable years prior to displacement.

☒ **YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.

☒ **RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 60 days of this notification.

YOUR COPY
RETURN ORIGINAL

FILE #: 10094-019

TERMS OF STATE'S OFFER

THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.

2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.

3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.

4. As part of this acquisition for this Project, the State will require the following actions:

   A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

   B. **Utilities.** (Check appropriate box)

   ☒ There will be no changes to public utilities to the property.

   ☐ Public utilities will be reconnected to improvements on the remainder property, except for the following: _____.

   ☐ Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following:_____.

   ☐ Public utilities will not be available to the remainder property in the after.

   If a public utility on the property is not reconnected, just compensation (payment) is provided.

   C. **Access.** (Check appropriate box)

   ☒ Access to the remainder property will remain the same.

   ☐ There will be no access to the remainder property.

   ☐ Access to the remainder property will remain the same, except for the following access:

   Access #1 located at: _____, is modified, relocated or closed as a result of:

   ☐ the access modification letter dated: _____(attached)

   ☐ this Project as follows: _____.

   Access #2 located at: _____, is modified, relocated or closed as a result of:

   ☐ the access modification letter dated: _____(attached)

   ☐ this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

☐ the access modification letter dated: _____(attached)

☐ this Project as follows: _____.

After construction of the Project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, **n/a**, to be removed or modified as part of the Project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. **Improvements.**

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **Lawn (98 Sq Ft) & Sidewalk (90 Sq Ft).**

Improvements in the Temporary Easement (Parcel 2) will be protected in place. This includes lawn, sidewalk, and a portion of the large tree. If impacted by the Project, these will be replaced in kind.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: **n/a**.

E. **Fencing on the Property.**

☒ Will not be affected. (Not Applicable – No Fencing)

☐ Will be replaced as follows: _____.

☐ Will not be replaced.

F. **Other Terms of Offer.**

• The Temporary Easement is effective for three (3) years or duration of the Project, whichever is sooner. Although the Temporary Easement is written for a period of three (3) years, the actual time frame the area is expected to be impacted by active construction is no more than twelve (12) nonconsecutive months.

• Personal property observed within the acquisition area at the time of inspection included a temporary corrugated plastic yard sign mounted on wire stakes, as identified in the appraisal report. Such items are not eligible for relocation benefits. Any personal property placed within the acquisition area after the date of this Offer must be removed by the owner or responsible party, at their own cost and expense, prior to construction to avoid damage.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.

6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.

8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.

9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION

04/27/2026

Mickey Calvert — Date

YOUR COPY
RETURN ORIGINAL

The City of Ashland, Oregon, a municipal corporation of the State of Oregon — Date

File 10094019
Drawing RW10094M

YOUR COPY
RETURN ORIGINAL

WARRANTY DEED

THE CITY OF ASHLAND, OREGON, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of **$4,100.00** does convey unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION,** Grantee, fee title to the property described as **Parcel 1 on Exhibit "A" dated July 2, 2025,** attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 2 on Exhibit "A" dated July 2, 2025,** attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Non-Discrimination.

1. The Grantee, for themself, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

SEND TAX STATEMENT TO: NO CHANGE
AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
555 13TH ST NE
SALEM OR 97301-6867

Map and Tax Lot #: 391E05DD-2500

Property Address: 265 MAIN ST N
ASHLAND OR 97520

THIS IS A PARTIAL ACQUISITION FOR HIGHWAY PURPOSES

a. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property,

b. That in the construction of any improvements on, over, or under the Property, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

c. That the Grantee will use, maintain, and operate the Property in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, 49 CFR Part 21, and 28 CFR 50.3, as amended.

2. In the event of breach of any of the above non-discrimination covenants, fee title to the Property shall automatically revert back to the Grantor and Grantor will have the right to terminate the easement upon written notice.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of said property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the same from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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

The statement above is required by law to be included in this instrument. PLEASE NOTE: the property described in this instrument is not a "lot" or "parcel" as defined in ORS 92.010 or 215.010. Nevertheless, the property is a legally created unit of land as described in ORS 92.010 (9) (d) or (e).

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this ____ day of _____, 20____.

APPROVED AS TO FORM:

By: _____

THE CITY OF ASHLAND, OREGON, a municipal corporation of the State of Oregon

YOUR COPY
RETURN ORIGINAL

By: _____
Authorized Signer

STATE OF OREGON, County of _____

Dated _____ 20____. Personally appeared _____ who, being sworn, stated that he/she is the _____ of the City of Ashland, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the _____ day of _____, 20_____.

_____
Notary Public for the State of Oregon
My Commission expires_____

Accepted on behalf of the Oregon Department of Transportation

_____

File 10094-019
Drawing RW10094M
July 2, 2025

Parcel 1 – Fee

A parcel of land lying in the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 39 South, Range 1 East, W.M., Jackson County, Oregon and being a portion of that property described in that Warranty Deed to THE CITY OF ASHLAND, OREGON, recorded May 2, 2018 as Document No. 2018-013635 of the Official Records of Jackson County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the center line of the relocated Rogue Valley Highway ('NMS' center line), which center line is described as follows:

Beginning at Engineer's center line station 'NMS' 129+41.62 P.O.T., said station being South 799.33 feet and East 1,226.36 feet of the Northwest Corner of Government Lot 4, Section 5, Township 39 South, Range 1 East, W.M.; thence South 32°48'03" East 540.20 feet to Engineer's center line station 'NMS' 134+81.82, said station being South 1,253.40 feet and East 1,519.00 feet of the Northwest Corner of Government Lot 4, Section 5, Township 39 South, Range 1 East, W.M.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southwesterly Side of Center Line
'NMS' 130+75.00		'NMS' 130+83.00	30.00 in a straight line to 35.00
'NMS' 130+83.00		'NMS' 130+95.00	35.00
'NMS' 130+95.00		'NMS' 131+10.00	49.00

Bearings are based upon a survey performed by Emerio Design for the Oregon Department of Transportation, filed with the Jackson County Surveyor as Survey No. 23596 on February 25, 2022.

This parcel of land contains 188 square feet, more or less.

File 10094-019
Drawing RW10094M
July 2, 2025

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 39 South, Range 1 East, W.M., Jackson County, Oregon and being a portion of that property described in that Warranty Deed to THE CITY OF ASHLAND, OREGON, recorded May 2, 2018 as Document No. 2018-013635 of the Official Records of Jackson County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the center line of the relocated Rogue Valley Highway ('NMS' center line), which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southwesterly Side of Center Line
'NMS' 130+67.00		'NMS' 130+90.00	30.00 in a straight line to 45.00
'NMS' 130+90.00		'NMS' 131+10.00	52.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 218 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2025.07.22
05:54:07 -07'00'

OREGON
MARCH 14, 2017
JASON ROBERT WEISZ
91618

RENEWS: 6-30-2026

ADA ONLY

ADMINISTRATIVE DETERMINATION OF JUST COMPENSATION

File Number: 10094-019

Ownership Name: The City of Ashland, Oregon
Project Name and/or Key Number: Jackson County Curb Ramps Phase 4
Date of Description: July 2nd, 2025
Date of Inspection: 01/29/2026
Date of Report: 02/10/2026

Project Description:
The project is improving sidewalk curb ramps to the current American with Disabilities Act (ADA) accessibility standards in Jackson Conty including the cities of Eagle Point, Talent and Ashland. The project corridor is along Highway 62 – Crater Lake Highway in the western central part of Eagle Point, Highway 99 through Talent and Highway 99 (Main Street – Lithia Way) in Ashland and Highway 66 – Green Springs Highway (Ashland Street) in Ashland.

Brief Description of the Subject:
The subject property is an improved parcel that currently features a public school. The property consists of one parcel described by Jackson County Assessor's Office as: 39S-01E-05DD Tax Lot 2500. The situs address listed at the county is 265 Main Street North, Ashland, OR 97520. The subject parcel totals approximately 3.74 acres or 162,914 square feet and is located on North Main Street (Highway 99). The property is zoned R-2 – Residential Low Density Multiple Family.

Larger Parcel:
The larger parcel defines the area to be considered in the appraisal for purposes of finding comparable market transactions. This is the parcel or grouping of parcels that share the same ownership, use and are contiguous. The larger parcel is the tax lot noted as 39S-01E-05DD Tax Lot 2500.

Access:
The subject property has access from Laurel Street, High Street and Manzanita Street. The access will not be impacted by the project. Access will remain as previously existing prior to the project.

HBU:
This parcels highest and best use is the use that is physically possible, legally allowable, financially feasible and returns the highest rate of return to the owner. Highest and best use is established as if the land was vacant without improvements for the purpose of this valuation. Based on this information the highest and best use of the subject is residential for purposes of this valuation.

Description of the Take:

Parcel 1: Fee Acquisition: The fee acquisition area is 188 square feet. (See sketch map for location.) The fee acquisition area is needed for the construction of ADA sidewalk and curb ramps.

Parcel 2: Temporary Easement for Work Area: The Temporary Easement area is 218 square feet and is for three years or duration of the project, whichever is sooner. (See sketch map for location.) The temporary easement area will be used to allow construction access to aid in setting forms and for work area to complete ADA curb ramp construction.

Valuation of the Land:

In order to develop a land value for the subject property, a reviewed sales book has been referenced. The sales book was completed on 10/24/2025 and has been approved for use by ODOT Appraisal Review as of 11/04/2025. The most comparable sales from the project sales book that are relevant to the valuation of the subject property are sales AR7, AR8 and AR9. These sales have been considered in developing a per square foot value for the subject property. After considering the relevant characteristics of the subject property, it is the appraiser's opinion that the market value of the subject land is **$14.00** per square foot.

Valuation of the Taking:

The ODOT standard for valuing a fee acquisition, is to value them at 100% of fee value. The value of the fee acquisition for this valuation is $14.00 per square foot. Parcel 1 consists of 188 square feet. The fee acquisition calculation is as follows:

Parcel 1 - (188SF X $14.00/SF = $2,632) or **$2,632** rounded.

All Temporary Easements for Work Area should be valued by applying a rate of return to the acquisition area. The ODOT standard for valuing Temporary Easements for Work Area for ADA projects only, is to apply a 4% rate of return for the entire duration of the easement (3 years). Parcel 2 consists of 218 square feet. The equations for valuing the temporary easement area is as follows:

Parcel 2 – (218SF X $14.00/SF X 4% X 3 years = $366.24) or **$367.00** rounded

Land: Project sales book available upon request.

Parcel	Area	$/Unit	$ Total
Parcel 1	188SF	$14.00/SF	$2,632
Parcel 2	218SF	SeeCalcs.	$367
		Total Land	$2,999

Valuation of the Improvements: Improvements in the acquisition areas include grass and concrete sidewalk in the fee acquisition area and concrete sidewalk, grass and part of a very large tree in the temporary easement. The improvements in the temporary easement area will be protected in place or replaced in kind if disturbed by the project. The concrete and grass in the fee acquisition area have been included in this valuation. No other contributory improvements located in the acquisition areas.

The improvements included in the appraisal have been valued based upon replacement cost via Marshall Valuation Services Section 66, Pages 1-9. The 98 square feet of grass has been valued at $1.01 per square foot prior to applying the cost (1.05) and local (1.08) multipliers for January 2026 resulting in a final replacement value at $1.15 per square foot. Total value of the grass landscaping has been calculated at $112.70. The 90 square feet of concrete sidewalk has been valued at $9.00 per square foot prior to applying the cost (1.05) and local (1.08) multipliers for January 2026 resulting in a final replacement value at $10.21 per square foot. Total value of the concrete sidewalk has been calculated at $918.90. The total value of the improvements has been calculated at $1,031.60. No depreciation for the landscaping improvements has been applied as these items typically contribute full replacement value until the end of their economic life. The improvements are in good condition and are not near the end of their economic life. The final reported value of the improvements has been rounded up to the nearest $1 for a total improvement value of **$1,032**.

Personal Property: A poster board sign was located in the fee acquisition area at the time of inspection. No other personal property noted to be in the acquisition areas at the time of inspection.

Damages or Cost to Cure: No damages as a result of the acquisition.

Total Damages and/or Cost to Cure N/A

Total Value of the Taking

Total Value of land:	$2,999	
Total Value of Improvements:	$1,032	
Total Damages and/or Cost to Cure:	N/A	
Total Value (land, improvements and damages and/or cost to cure:		$4,031
Estimate of **Fair Market Value** (rounded):		$4,100

Theodore E. Adkins

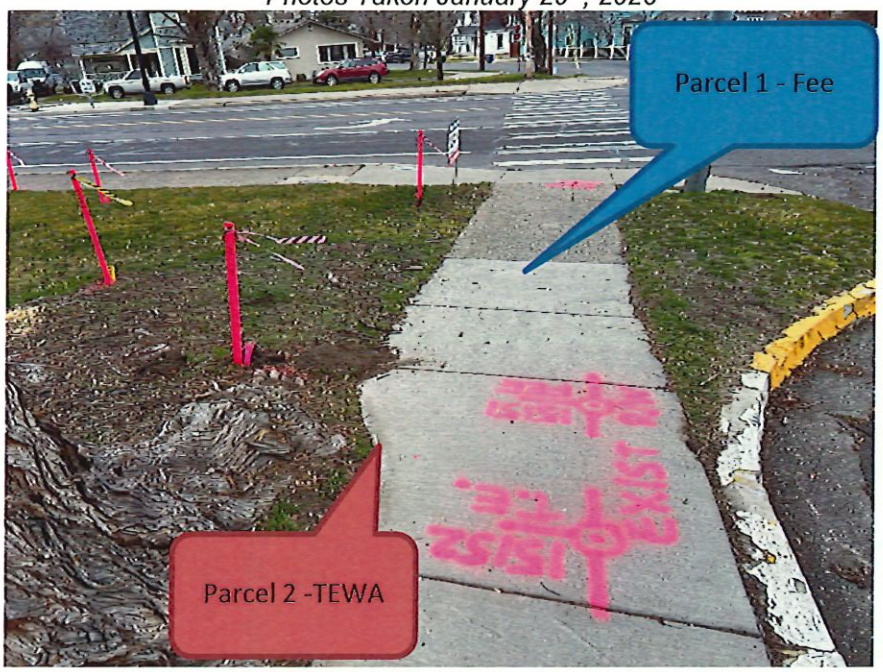
Admin Preparer

02/10/2026

(Date)

PHOTOGRAPHS OF SUBJECT PROPERTY

Photos Taken January 29th, 2026

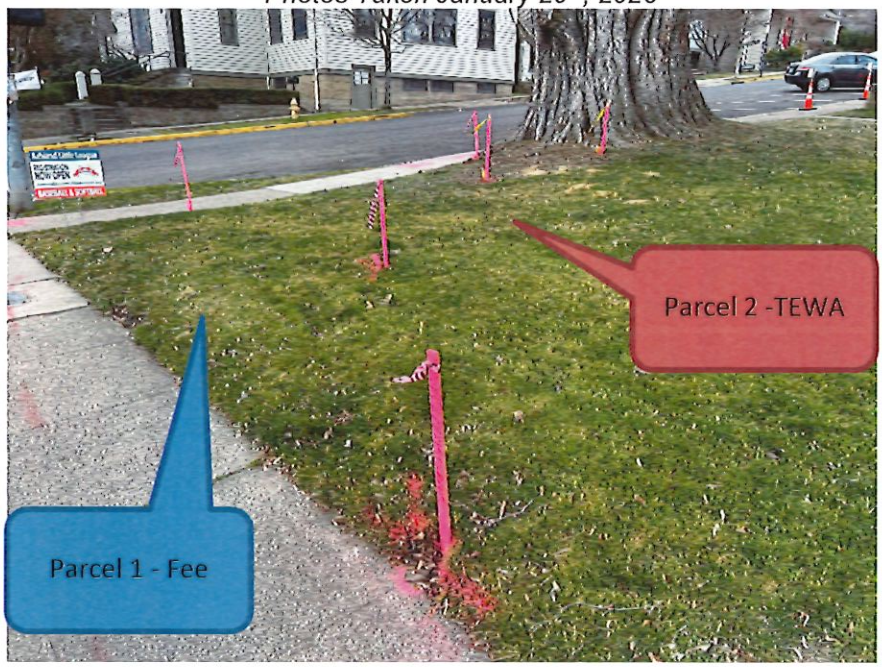


Looking north at Fee and TEWA from south end of acquisition areas

Looking northwest from southeast end of FEE and TEWA areas

PHOTOGRAPHS OF SUBJECT PROPERTY

Photos Taken January 29th, 2026



Looking at southeast at fee and TEWA from northwest corner of acquisition areas

Looking west at subject from across the street

EXHIBIT A - Page 1 of 2

File 10094-019
Drawing RW10094M
July 2, 2025

Parcel 1 – Fee

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This parcel of land contains 188 square feet, more or less.

EXHIBIT A - Page 2 of 2

File 10094-019
Drawing RW10094M
July 2, 2025

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

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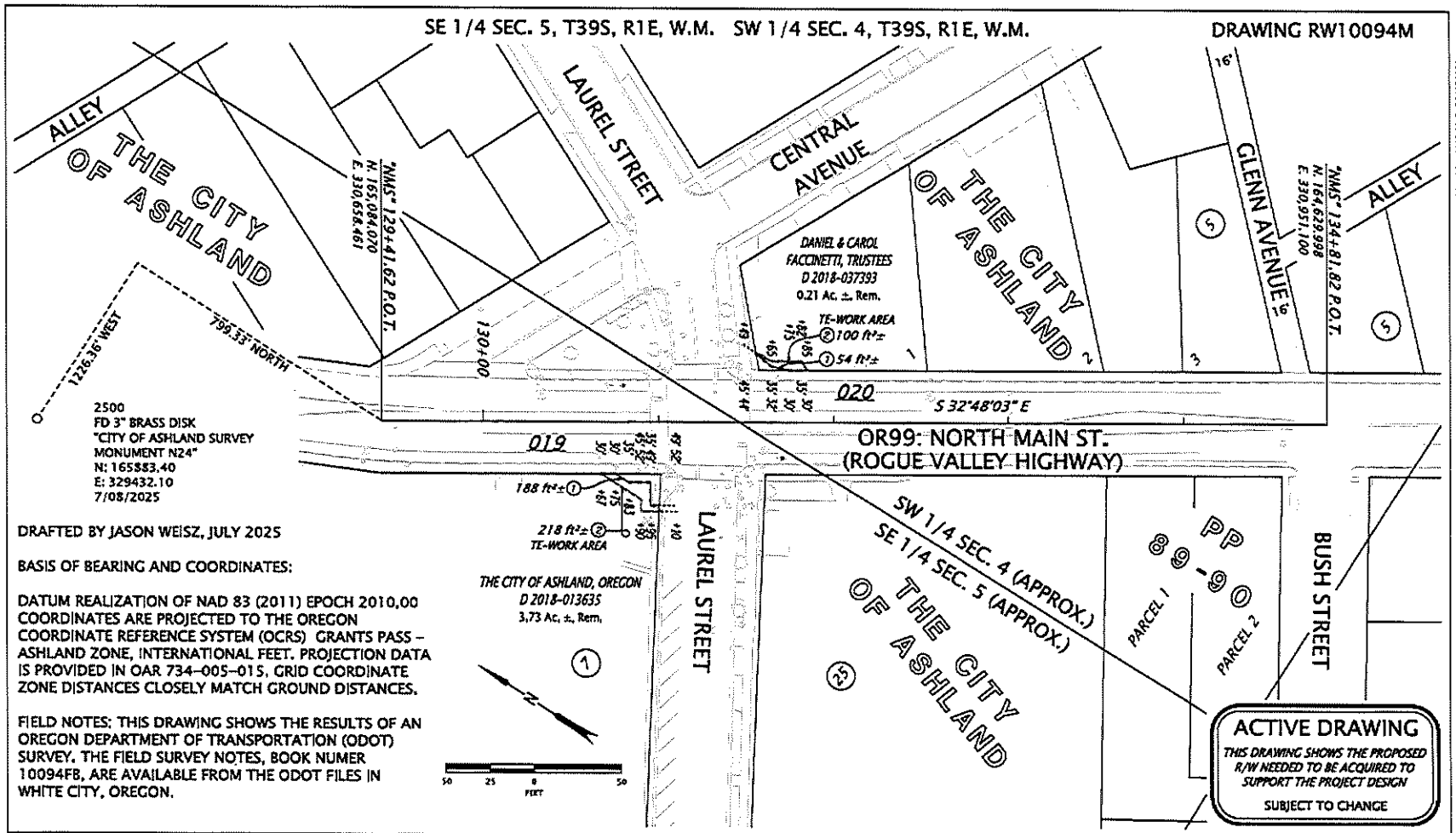
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2025.07.22
05:54:07 -07'00'

OREGON
MARCH 14, 2017
JASON ROBERT WEISZ
91618

RENEWS: 6-30-2026



DRAFTED BY JASON WEISZ, JULY 2025

BASIS OF BEARING AND COORDINATES:

DATUM REALIZATION OF NAD 83 (2011) EPOCH 2010.00 COORDINATES ARE PROJECTED TO THE OREGON COORDINATE REFERENCE SYSTEM (OCRS) GRANTS PASS – ASHLAND ZONE, INTERNATIONAL FEET. PROJECTION DATA IS PROVIDED IN OAR 734-005-015. GRID COORDINATE ZONE DISTANCES CLOSELY MATCH GROUND DISTANCES.

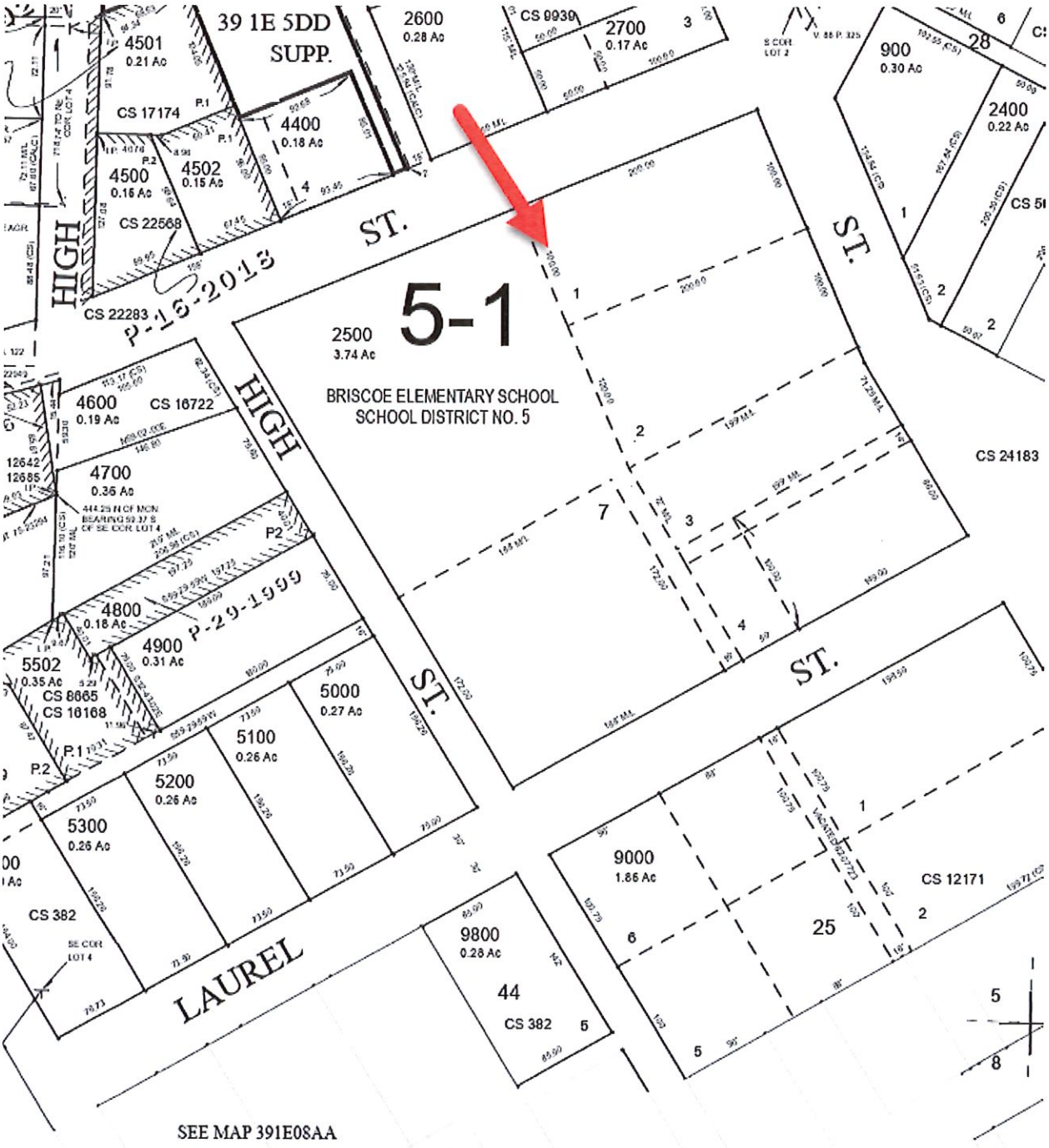
FIELD NOTES: THIS DRAWING SHOWS THE RESULTS OF AN OREGON DEPARTMENT OF TRANSPORTATION (ODOT) SURVEY. THE FIELD SURVEY NOTES, BOOK NUMER 10094FB, ARE AVAILABLE FROM THE ODOT FILES IN WHITE CITY, OREGON.

OREGON DEPARTMENT OF TRANSPORTATION				
RIGHT OF WAY DRAWING SHEET 3 OF 4	SECTION	JACKSON COUNTY CURB RAMPS PHASE 4	CAD FILE NAME	S_K23063_GEOM_rw_wrk.dgn
	HIGHWAY	ROGUE VALLEY HIGHWAY	SCALE	1" = 50'
	COUNTY	JACKSON	DATE	JULY, 2025
	PURPOSE	RIGHT OF WAY ACQUISITION – LOCATED LINE	RW PROJ. NO.	10094

REVISION HISTORY

DATE MM/DD/YYYY	NAME PLACE NAME HERE	DESCRIPTION PLACE DESCRIPTION OF REVISION HERE

S_K23063_GEOM_rw_wrk_07.dgn :: Roll Map 8/25/2025


39 1E 5DD
SUPP.
4501
0.21 Ac
CS 17174
4400
0.18 Ac
4500
0.15 Ac
4502
0.15 Ac
CS 22568
2600
0.28 Ac
CS 9939
2700
0.17 Ac
900
0.30 Ac
2400
0.22 Ac
HIGH ST.
P-15-2013
CS 22283
5-1
2500
3.74 Ac
BRISCOE ELEMENTARY SCHOOL
SCHOOL DISTRICT NO. 5
ST.
4600
0.19 Ac
CS 16722
12642
12685
4700
0.36 Ac
4800
0.18 Ac
4900
0.31 Ac
P-29-1999
5502
0.35 Ac
CS 8665
CS 16168
5000
0.27 Ac
5100
0.26 Ac
5200
0.26 Ac
5300
0.26 Ac
CS 382
LAUREL
9800
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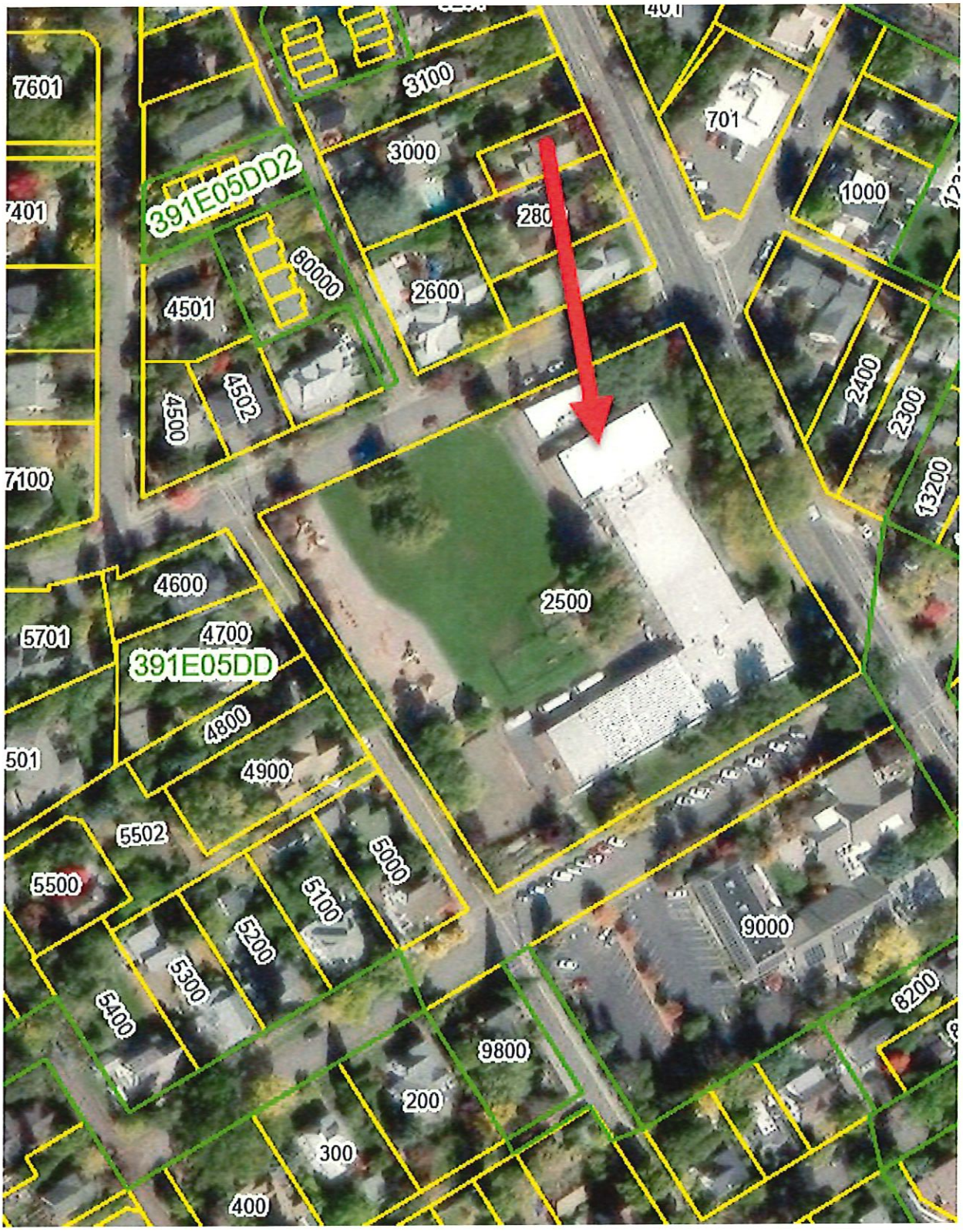
44
CS 382
9000
1.86 Ac
CS 12171
25
CS 24183
SEE MAP 391E08AA


7601
401
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280
701
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2400
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7100
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4700
5701
391E05DD
2500
4800
501
4900
5502
5500
5000
5100
5200
5300
5400
9000
8200
9800
200
300
400

OWNER'S COPY

AmeriTitle

850 O'Hare Pkwy., Ste. 102, Medford, OR 97504
Phone (541) 779-7660, Fax (541) 779-3506

July 1, 2025
File Number: 1008761
Report No.: 1
Title Officer: Linda Hoehn linda.hoehn@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 265 North Main Street, Ashland, OR 97520

Policy or Policies to be issued:	**Liability**	**Premium**
Proposed Insured: State of Oregon, by and through its Department of Transportation		
2021 ALTA Standard Owner's Policy COMMERCIAL	TBD	TBD
Endorsements: 110		$0.00

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of Old Republic National Title Insurance Company, in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 20th day of June, 2025 at 7:30 a.m., title is vested in:

The City of Ashland, Oregon, a municipal corporation of the State of Oregon

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.

5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

6. Taxes assessed under Code No. 5-01 Account No. 1-005809-9 Map No. 391E05DD 2500
   The 2025-2026 Taxes: A lien not yet due or payable.

7. Taxes assessed under Code No. 5-01 Account No. 1-005809-9 Map No. 391E05DD 2500, including the current fiscal year, not assessed because of School Exemption. If the exempt status is terminated an additional tax may be levied.

8. City liens, if any, of the City of Ashland.
   (No inquiry has been made. If no search is requested, this exception will remain in the policy. A charge of $30.00 per account will be added if a search is requested)

9. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.

10. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
    Amount: $1,880,000.00
    Trustor/Grantor: The City of Ashland, Oregon, a municipal corporation of the State of Oregon
    Trustee: First American Title Insurance Company of Oregon
    Beneficiary: Ashland School District No. 5, a municipal corporation of the State of Oregon
    Dated: May 1, 2018
    Recorded: May 2, 2018
    Instrument No.: 2018-013636

11. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
    Granted To: State of Oregon, by and through its Department of Transportation
    Recorded: September 21, 2022
    Instrument No.: 2022-028457

12. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of City of Ashland.

13. Personal property taxes, if any.

14. Rights of tenants under existing leases or tenancies.

INFORMATIONAL NOTES:

A. As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:
   Parties:
   State of Oregon, by and through its Department of Transportation

B. We find no activity in the past 24 months regarding transfer of title to subject property.

C. JACKSON COUNTY Recording Fees are as follows:
   The fee will be $121.00 (includes e-recording fee of $5.00) for the 1st page plus $5.00 per page thereafter. Deeds transferring title will be $104.00 (includes e-recording fee) for the 1st page plus $5.00 per page thereafter for most documents.

D. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

E. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

F. Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

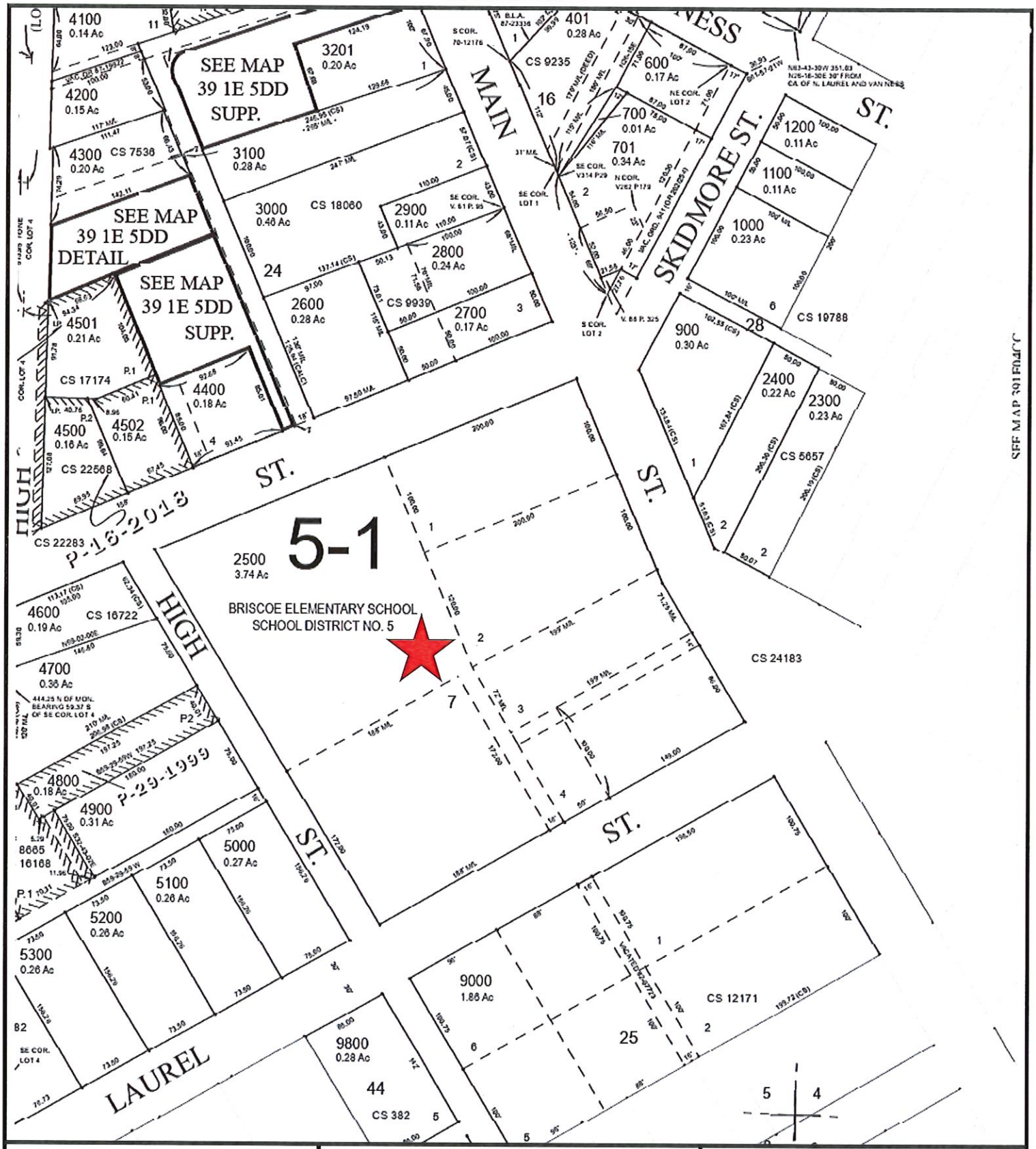
End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

Block 7, together with the vacated alleys therein, in the City of Ashland, Jackson County, Oregon, according to the Official 1888 Plat thereof. Excepting therefrom all that portion lying Westerly of High Street.

OWNER'S COPY



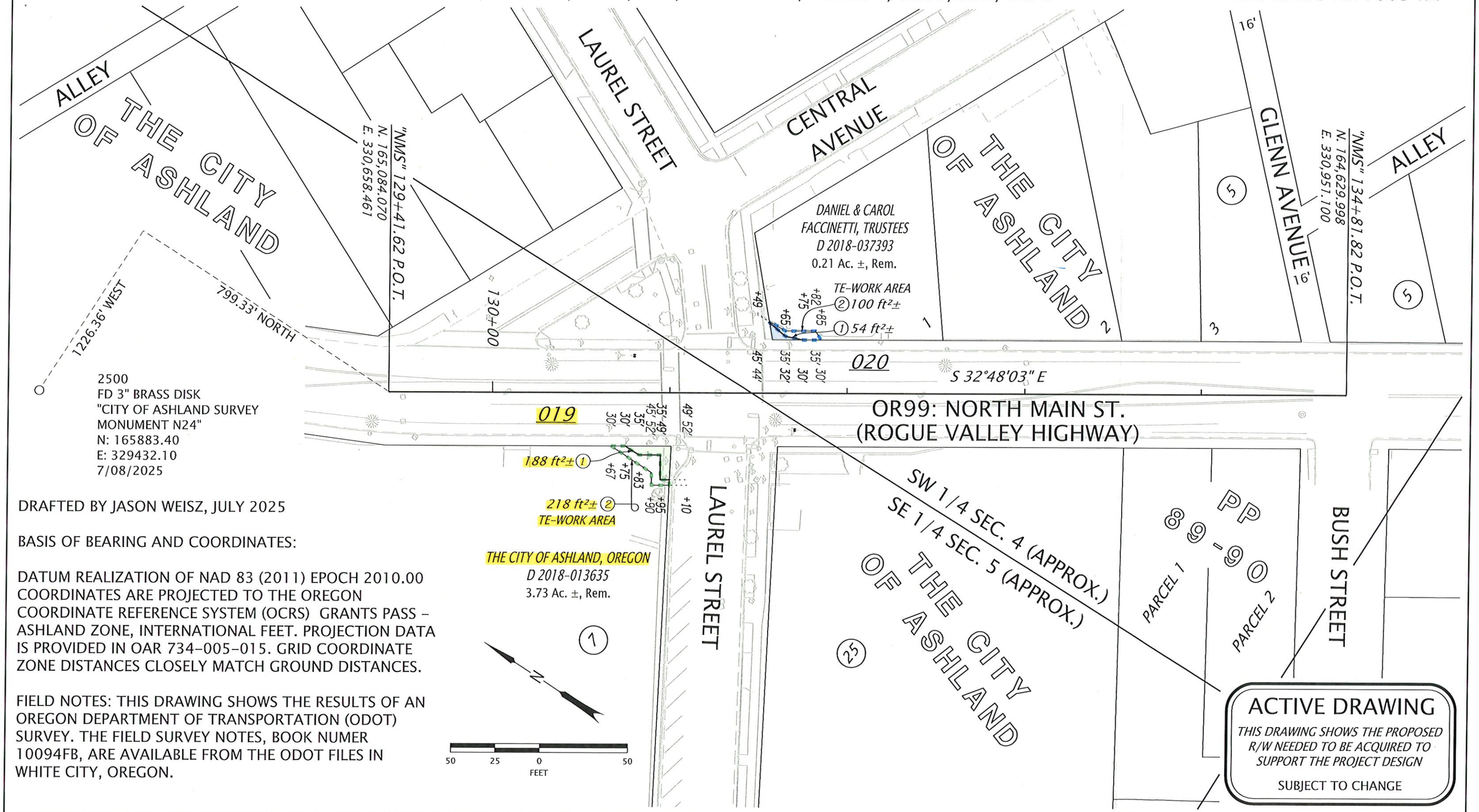
AmeriTitle

265 North Main Street
Ashland, OR 97520

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF

SE 1/4 SEC. 5, T39S, R1E, W.M. SW 1/4 SEC. 4, T39S, R1E, W.M.

DRAWING RW10094M



2500
FD 3" BRASS DISK
"CITY OF ASHLAND SURVEY MONUMENT N24"
N: 165883.40
E: 329432.10
7/08/2025

DRAFTED BY JASON WEISZ, JULY 2025

BASIS OF BEARING AND COORDINATES:

DATUM REALIZATION OF NAD 83 (2011) EPOCH 2010.00 COORDINATES ARE PROJECTED TO THE OREGON COORDINATE REFERENCE SYSTEM (OCRS) GRANTS PASS – ASHLAND ZONE, INTERNATIONAL FEET. PROJECTION DATA IS PROVIDED IN OAR 734-005-015. GRID COORDINATE ZONE DISTANCES CLOSELY MATCH GROUND DISTANCES.

FIELD NOTES: THIS DRAWING SHOWS THE RESULTS OF AN OREGON DEPARTMENT OF TRANSPORTATION (ODOT) SURVEY. THE FIELD SURVEY NOTES, BOOK NUMER 10094FB, ARE AVAILABLE FROM THE ODOT FILES IN WHITE CITY, OREGON.

ACTIVE DRAWING

THIS DRAWING SHOWS THE PROPOSED R/W NEEDED TO BE ACQUIRED TO SUPPORT THE PROJECT DESIGN

SUBJECT TO CHANGE

OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DRAWING
SHEET 3 OF 4

SECTION	*JACKSON COUNTY CURB RAMPS PHASE 4*	CAD FILE NAME	*S_K23063_GEOM_rw_wrk.dgn*
HIGHWAY	*ROGUE VALLEY HIGHWAY*	SCALE	*1" = 50'*
COUNTY	*JACKSON*	DATE	*JULY, 2025*
PURPOSE	*RIGHT OF WAY ACQUISITION – LOCATED LINE*	RW PROJ. NO.	*10094*

REVISION HISTORY

DATE	NAME	DESCRIPTION
MM/DD/YYYY	PLACE NAME HERE	PLACE DESCRIPTION OF REVISION HERE

Council Business Meeting

Date: July 21, 2026

Agenda Item	Citizen Petition/Ballot Measure Discussion
Department	Mayor and Council
From	

TIME ESTIMATE

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

SUMMARY
Councilors Duquenne and Bloom requested that this topic be on the agenda for discussion. The requesting Councilors provided no council communication.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

REFERENCES & ATTACHMENTS
1. CC_staff report on ballot measure 7.21.26
2. Agenda packet information 11.3.2025
3. 2025-11-03 Study Session MIN

Council Business Meeting

Agenda Item	Citizen Petition/Ballot Measure Discussion
Department	
From	Sabrina Cotta, Johan Pietila, and Alissa Kolodzinski

BACKGROUND

Per the Ashland Municipal Code 2.36.010, the signatures of duly qualified electors of said City equal to fifteen (15) percent of the total votes cast for Mayor at the last preceding City election shall be necessary to propose any measure by initiative process.

The Elections Officer confirmed with the County that the number of votes for Mayor at the last election was 8,714. Therefore **1308** signatures are required. The petitioner indicated they had collected **1537** signatures. However, the actual count is **1316.**

Timeline of events

Prospective Petition filed	June 26, 2025
Approval to collect signatures	September 2, 2025
Topic on agenda for study session	October 20, 2025 (ran out of time)
Topic on agenda for study session	November 3, 2025 (see note below[1])
May 2026 election deadline	March 19, 2026
Signature sheets submitted	June 4, 2026
Notified Petitioner of the signature sheet issues and requested a meeting	June 15, 2025
Staff meet with Petitioner to discuss signature sheets issues and sent follow up email	June 17, 2026 (see note below[2)]

Notes:

1. November 3, 2025, study session result: "The Council conducted a straw poll on whether to put the proponent' s initiative on the ballot: Councilors DuQuenne, Bloom and Sherrell: Yes. Councilors Dahle, Hansen and Kaplan: No. Mayor Graham: No. **With a 3- 4 result, the Council directed staff not to put the petition forward."**
2. Email sent to petitioner with results of signature sheet review conducted by the City's Election Officer sent June 17:

   "Per our discussion, this email serves as the official notice of lack of signatures needed to get your petition on the November ballot. It is the role the petitioner to ensure the petition signature sheets and circulators meet the requirements of *ORS 250.265 Prospective petition: cover and signature sheet requirements; circulation; filing deadline*, Sections (4) and (5), and the Oregon Secretary of State's County, City and District Initiative and Referendum Manual, specifically pages 24-29.
   As the local elections officer, I reviewed the petition signature sheets you submitted for legal compliance and here is what I found.
   - 348 sheets were submitted (your count was 350 but pages 200 and 205 were not included) containing 1537 signatures (by your count)
   - Approximately 194 electronic signature sheets and thus 194 signatures are valid

- The remaining estimated 1343 signatures are invalid – due to one or more of the following legally specified reasons;
- Approximately **117** petition sheets did not include the required cover sheet
- On about **11** sheets, the circulator signed and dated the signature sheet before signatures were collected making any signatures collected after that date invalid.
- On about **28** sheets, writing was crossed out but no initials were included as required for any change to a legal document
- 1 sheet the circulator did not sign or date it at all
- 1 sheet the circulator did not date
- On 2 of the electronic signature sheets the font was smaller than the required 10pt or larger font
- 1 of the electronic signature sheets the signer, signed their name in the chief petitioner section

Options: You have until about the end of July to collect the remaining 1114 signatures needed to meet the 1308 signature requirement to get this on the November ballot.
You have until February or so of 2027 to collect the remaining signatures for a Special Election in May of 2027 which would be at full cost of the city."

ADDITIONAL INFORMATION

Per the County, City, and District Initiative and Referendum Manual (see attachment)
Page 20+ states the local elections officer (City Recorder) will compare the filed cover and signature sheets to the official forms; and **reject unapproved petition sheets and those that do not comply with legal standards.**

Pages 24+ Chief petitioners must produce the text, e-sheet, cover sheet, and signature sheet in the following manner:

Chief petitioners must produce the text, e-sheet, cover sheet, and signature sheet in the following manner:

Text	E-Sheet	Cover and Signature Sheet
✓ printed in at least 10-point type	✓ printed on at least 20-pound , uncoated white paper or equivalent ✓ when filed for verification be on standard 8½" x 11" size paper or equivalent ❗ The size, weight and color paper requirements outlined above do not apply to any e-sheet, if from the face of the e-sheet the local elections official can determine that the signer printed the e-sheet and had the opportunity prior to signing to review the required information.	✓ cover and signature sheets are copied or printed back-to-back on a single sheet of paper ✓ when filed for verification be on standard 8½" x 11" size paper or equivalent ✓ printed on at least 20-pound , uncoated paper or equivalent

ORS 250.265 Prospective petition; cover and signature sheet requirements; circulation; filing deadline.
…(4)(a) Each sheet of signatures on an initiative petition shall contain the caption of the ballot title. Each sheet of signatures on a referendum petition shall contain the number of the ordinance or resolution to be referred, if any, and the date it was adopted by the city governing body.

(b) Each sheet of signatures on an initiative or referendum petition shall, if one or more persons will be paid for obtaining signatures of electors on the petition, contain a notice stating: "Some Circulators For This Petition Are Being Paid."

(5) The reverse side of the cover of an initiative or referendum petition shall be used for obtaining signatures on an initiative or referendum petition…

These state requirements have been included in ORS since 1995. They are not new requirements.

Current Chapter 250-Initiative and Referendum

1995 Chapter 250 Initiative and Referendum

Jackson County is unable to verify any signatures. Signature verification is conducted on a petition that has been formally filed in its entirety, not on individual or select sheets submitted in advance or in isolation. Because the petition has not yet been filed as a complete submission, there is no petition currently "on record" for the county to verify against. This means the county cannot review or verify a partial batch of signature sheets outside of a formal petition filing. Verification only begins once the complete petition, with all signature sheets, is submitted together as a filing.

ADDITIONAL POTENTIAL DRAFTED LANGUAGE CONCERNS

From the ballot language the measure could be read broadly to cover any "utility bill" including bills issued by PUC-regulated IOUs (e.g. Avista) that collect city franchise fees or privilege taxes which are governed by OAR 860-022-0040. If it is applied so that the city cannot authorize or adjust franchise fees and charges consistent with OAR 860-022-0040 unless voters approve, there may be tension if the Commission revises allowed percentages or requires a uniform level of compensation and the city's electorate refuses to authorize that amount.

Additionally, this could be problematic as ORS 758.400–758.470 and ORS 221.420 collectively create a scheme where the PUC allocates service territories and oversees utility contracts; cities may grant franchises and impose conditions "not inconsistent with law." If the language of the measure were later interpreted to prohibit the city from entering franchise agreements or imposing fees at levels necessary to comply with territorial allocation contracts approved by the PUC, you might see an argument that the charter impermissibly constrains powers the legislature intended cities to have under these bodies of law.

However, given that nothing requires cities to impose taxes or fees but rather authorizes them, the problem is more than likely more of a practical risk, and financial, rather than legal. For example, Ashland may be forgoing revenue that other cities collect though standard franchise fees.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS and/or OPTIONS

At this point in the petition process, Council has the following options:

- Do nothing and allow the democratic process to continue.
- Direct staff to create a resolution to bring back to Council at the August 4 meeting, to put the petition on the ballot with changes in language to allow for inflationary increases not more than x%.
- Direct staff to create a resolution and bring back to Council at the August 4 meeting, to put the petition on the ballot as is.
    - August 4 is the latest Council can approve a Resolution of a ballot item to meet the deadlines for the November 2026 election.

Council Study Session

Date: November 3, 2025

Agenda Item	Ballot Measure Question: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE
10 minutes

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

SUMMARY
Council Member Duquenne and Council Member Sherrell have requested this item to come forward at a study session for discussion based on a citizen request that the City Council put forth this ballot item instead of a citizen initative. The title in question: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?

POLICIES, PLANS & GOALS SUPPORTED
NA

BACKGROUND AND ADDITIONAL INFORMATION
A citizen has initiated the process to put an item on the upcoming May 19, 2026, Primary Election ballot. Members of Council have requested a discussion about the citizen's proposed ballot item.

Oregon Administrative Rule (OAR) Chapter 165, administered by the Secretary of State Elections Division, and Oregon Revised Statutes (ORS) Chapter 250 governing initiatives and referendums, establish the procedures and responsibilities of both citizens and public bodies in the election process. The responsibility of the public body is to ensure that ballot titles, summaries, and explanatory statements are clear, accurate, and impartial.

Options for Council action:

Review of Initiated Measure by City Governing Body

Not later than 30 days after the initiated measure is filed with it, the **city governing body must review the measure**. It may adopt the initiative, reject it, or take no action, further described below.

City governing body action	Local elections official action
→ The city adopts the initiative. ! The mayor does not have the authority to veto an initiated measure.	✓ The official takes no action, as the initiative will go into effect without an election being held.
→ The city rejects the initiative unless state law or city charter or ordinance requires a vote on the initiative.	✓ The official submits the measure to city voters at the next available May or November election date that is no sooner than 90 days after the initiated measure was filed with the city governing body. ✓ The official files measure with the County Elections Official on: Form SEL 802 Notice of Measure Election – City.
→ The city rejects the initiative and refers a competing measure that is prepared no later than 30 days after the initiated measure was filed with the governing body. ! The mayor does not have the authority to veto a competing measure.	✓ The official submits the competing measure to city voters at the same May or November election as the initiated measure. ✓ The official files measure with the County Elections Official on: Form SEL 802 Notice of Measure Election – City.

FISCAL IMPACTS

For the May and November ballot, the County will be covering the expense.

SUGGESTED ACTIONS, AND/OR OPTIONS

Council may give direction as appropriate.

REFERENCES & ATTACHMENTS

1. Ballot Title Notice 7.2025
2. countycitydistrictir
3. Primary Election - May 19, 2026 CountyDeadlines
4. General Election - November 2026 - CountyDeadlines

NOTICE OF RECEIPT OF BALLOT TITLE
FILED IN THE CITY OF ASHLAND
May 19, 2026, Primary Election

NOTICE IS HEREBY GIVEN that a ballot title meeting the requirements of section 1(2)(d), Article IV of the Oregon Constitution (one subject) has been filed with the City Recorder.

The ballot title has been prepared by the City Attorney and is as follows:

CAPTION: Requiring Voter Approval for New or Increased Fee or Tax

QUESTION: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?

SUMMARY:
A "Yes" vote amends the Ashland City Charter, Article IX, Special Powers of the Council, as follows:
Section 8: Fees and Taxes: The City Council by majority vote may propose new fees, taxes, or increase existing fees or taxes on a utility bill unrelated to the operation of the utilities. Notwithstanding any other provision, no such fee, tax, or increase will be assessed, imposed, or collected until at least thirty (30) days following a positive vote to affirm by Ashland voters at the next regularly scheduled election.

This citizen-initiated petition would require voter approval before the City can implement new or increased utility fees or taxes unrelated to utility operations. The measure could delay or prevent new utility fees, which may affect the timing or provision of City services. State and federal taxes and fees are exempt. The practical or financial impacts of potential delays or disruptions have not been fully evaluated or detailed.

A "No" vote retains existing City Charter language.

ANY ELECTOR DISSATISFIED WITH THE BALLOT TITLE may petition the Circuit Court seeking a different title and stating the reasons the title filed is insufficient, not concise or unfair. Petition must name as respondent the City Attorney and must be filed no later than the 7th day after ballot title is filed with the City Recorder, **July 28, 2025**. The court shall review the title and measure to be initiated or referred, hear arguments, if any, and certify to the city elections officer a title for the measure which meets the requirements of ORS 250.035.

AN ELECTOR FILING A PETITION shall notify the city elections officer in writing that the petition has been filed. The notice shall be given NO LATER THAN 5 p.m. on the next business day following the day the petition is filed. ORS 250.296(2).

For more information please contact:
City Recorder at recorder@ashlandoregon.gov

County, City, and District Initiative and Referendum Manual

Published by

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Secretary of State

Elections Division Rev. 01/2024

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Using This Manual

This manual is intended to provide an overview of the county, city, and district initiative and referendum processes. Some processes outlined in this manual may be superseded by local ordinance or charter. ORS 250.041, ORS 250.005 to 250.038 apply to county and city measures regardless of anything to the contrary in the local charter or ordinance.

Failure to follow the instructions completely may invalidate the petition.

This manual does not provide guidelines for:

→ district formations under ORS Chapter 198;

Contact the Special Districts Association of Oregon 800 285-5461.

→ city incorporations under ORS Chapter 221; or

Contact the county elections official.

→ county, city, or district governing body referrals.

See the **County, City, and District Referral Manual** available at **www.oregonvotes.gov**.

Icons

In this manual the following icons highlight information:

alert icon
indicates alert; warning; attention needed

info icon
indicates other information

deadline icon
indicates a deadline

petition committee icon
indicates a petition committee

example icon
indicates a detailed example of a concept, process or form

petition sheet icon
indicates a reference to a signature sheet

form icon
indicates a reference to a form

search icon
indicates information found elsewhere

Help

If you have questions about the material covered in this manual or need further help, please contact your local elections official or:

Elections Division
255 Capitol St NE, Suite 126
Salem, OR 97310

elections.sos@sos.oregon.gov
www.oregonvotes.gov

503 986 1518
fax 503 373 7414

1 866 673 8683
se habla español

tty 1 800 735 2900
for the hearing impaired

Forms are available online at **www.oregonvotes.gov**.

Getting Started

The initiative and referendum processes are methods of direct democracy that allow people to propose or amend local laws and charters or to adopt or reject an ordinance or other legislative enactment passed by a local governing body.

If chief petitioners gather and file the required number of signatures, the initiative or referendum is placed on the ballot for voters to adopt or reject.

This manual is intended to provide and describe an overview of county, city and district initiative and referendum processes. Except for the ballot title requirements and other mandatory state laws, some of the processes discussed for counties and cities may be superseded by local charters or ordinances. Check with your local elections official for applicable charter or ordinance provisions.

Some special districts do not allow for initiative or referendum process. Check with your district to see if citizens of the district have the ability to enact legislation and exercise the power of initiative or referendum for that district.

Designating Chief Petitioners

An initiative or referendum may have up to three chief petitioners who are the individuals responsible for the preparation and organization of the petition.

In Oregon, any person, acting individually or on behalf of an organization, may be a chief petitioner.
Chief petitioners are responsible for:

- → Filing the prospective petition;
- → designating whether petition circulators will be paid or unpaid;
- → establishing a petition committee prior to approval to circulate;
- → educating and monitoring circulators;
- → collecting signatures; and
- → submitting signatures.

Once cover and signature sheets have been approved to circulate an individual chief petitioner cannot be removed or changed. Chief petitioners that die after the petition is approved to circulate will be removed from the petition. Before cover and signature sheets are approved to circulate chief petitioners may be added or removed from the petition as long as one original chief petitioner remains throughout the entire process. If all original chief petitioners resign, the petition is void and must be re-filed.

Campaign Finance Reporting

Oregon campaign finance law may require chief petitioners to set up a campaign account, file a Statement of Organization designating a treasurer and file contribution and expenditure transactions with the State Elections Division.

The local elections official will not approve cover and signature sheets for circulation until a committee has been set up. A separate petition committee must be established and transactions filed for each initiative or referendum.

For further details on campaign finance reporting requirements, review:

The **Campaign Finance Manual** and the **ORESTAR User's Manuals** available at **www.oregonvotes.gov**.

Submitting Forms and Documents

With the exception of petition signature sheets and physical examples of cover and signature sheet forms, completed and signed forms or documents may be:

- → scanned and emailed;
  - The local elections official may notify affected individuals by email.
- → faxed; or
- → mailed or personally delivered.

Signatures sheets must be mailed or personally delivered to the local elections official by a chief petitioner or an authorized agent.

Filing Requirements

The following information may be superseded by local charter or ordinance:

	Initiative Petitions	Referendum Petitions
First Day to File Prospective Petition For all petition types	Any time	Any time after nonemergency ordinance or other legislative enactment adopted
County File with County Elections Official		
Required Signatures	*8% for charter amendment or adoption, all others *6%	*4%
Signatures Due	2 years after final approval to circulate	90 days after nonemergency ordinance or other legislative enactment adopted
City File with City Elections Official		
Required Signatures	15% of voters registered in the city the day prospective petition filed	10% of voters registered in the city the day prospective petition filed
Signatures Due	2 years after final approval to circulate	30 days after nonemergency ordinance or other legislative enactment adopted
District File with County Elections Official of the county where the administrative office of the district is located		
Required Signatures	*15%	*10%
Signatures Due	2 years after final approval to circulate	30 days after nonemergency ordinance or other legislative enactment adopted
For the Port of Portland, a metropolitan service district organized under ORS chapter 268, a school district with more than 40,000 pupils, or a mass transit district in a metropolitan statistical area with a population exceeding 400,000		
Required Signatures	*6%	*4%
Signatures Due	2 years after final approval to circulate	90 days after nonemergency ordinance or other legislative enactment adopted

*The required number of signatures is a percentage of votes cast for governor in the relevant county, city, or district at the most recent election where a governor was elected to a full term. The calculation includes votes cast for each candidate whose name was printed on the ballot. Write-in votes are included however over and undervotes are not.

Initiative and Referendum Calendars

2024 Last day:	March 12	May 21	August 27	November 5
County Initiative or Referendum				
→ for chief petitioners *to file signatures for verification* and qualify for this election	Does not apply	February 21	Does not apply	August 7
City Initiative				
→ for the City Elections Official *to file qualified initiative* with governing body ⓘ Both signature verification, which can take up to 30 days, and a meeting of the city governing body must occur by this date.	Does not apply	February 21	Does not apply	August 7
City Referendum				
→ for chief petitioners *to file signatures for verification* and qualify for this election	Does not apply	February 21	Does not apply	August 7
District Initiative or Referendum District does not hold regular elections				
→ for the County Elections Official *to complete signature verification and place qualified measure on the ballot* ⓘ Signature verification, which can take up to 30 days, must be complete by this date.	Does not apply	March 20	Does not apply	September 4
District Initiative or Referendum District holds regular elections				
→ for the District Elections Authority *to file Notice of Measure Election* with County Elections Official ⓘ Signature verification, which can take up to 30 days, must be complete by this date.	Does not apply	March 20	Does not apply	September 4

2025 Last day:	March 11	May 20	August 26	November 4
County Initiative or Referendum				
→ for chief petitioners *to file signatures for verification* and qualify for this election	Does not apply	February 19	Does not apply	August 6
City Initiative				
→ for the City Elections Official *to file qualified initiative* with governing body	Does not apply	February 19	Does not apply	August 6
City Referendum				
→ for chief petitioners *to file signatures for verification* and qualify for this election	Does not apply	February 19	Does not apply	August 6
District Initiative or Referendum District does not hold regular elections				
→ for the County Elections Official *to complete signature verification and place qualified measure on the ballot*	Does not apply	March 20	Does not apply	September 4
District Initiative or Referendum District holds regular elections				
→ for the District Elections Authority *to file Notice of Measure Election* with County Elections Official	Does not apply	March 20	Does not apply	September 4

❗ Statute does not specify a deadline for chief petitioners of **city initiatives, district initiatives, or referendums** to file signatures for verification. Coordinate signature submission with the filing officer to allow sufficient time for the 30-day signature verification process to be completed and, for city initiatives, submission to the city governing body prior to the deadlines outlined above.

Forms are available online at **www.oregonvotes.gov**.

Initiative Process Timeline

Chief Petitioner

1 Begin process by filing:
- SEL 370 listing no more than three chief petitioners and designating whether circulators will be paid and
- text of the prospective initiative.

See page 8

Local Elections Official

2 Date and time stamp prospective petition.

3 If complete and correct, assign the petition an identification number. Send SEL 370 to orestar-support.sos@sos.oregon.gov

See page 8

4 Review text for compliance with constitutional requirements.
- 5th business day after petition filed

5 Notify chief petitioners of determination.
- 6th business day after petition filed

6 If petition complies with constitutional requirements, forward prospective petition to District Attorney or City Attorney.
- 6th business day after petition filed

See page 9

Registered Voter (steps not required)

7 Voter who disagrees with the constitutional requirement determination can challenge determination in Circuit Court.
- 7th business day after the determination made if the text does not comply

or
- 7th business day after ballot title was filed with elections official if the text does comply

See page 9

10 Voter who is dissatisfied with ballot title can petition Circuit Court for review.
- 7th business day after ballot title filed

11 Notify County Elections Official of Circuit Court petition.
- 5 pm 1st business day after the petition is filed with the Circuit Court

See page 10

District Attorney

8 Draft and file ballot title that impartially summarizes the petition and its major effect.
- 5th business day after receipt

See page 9

Local Elections Official

9 Publish receipt of ballot title.
- Use the next available edition of a newspaper of general circulation in the county which will be printed prior to deadline to file petition to review ballot title.
- In addition, the notice may also be published on the county's web site for a minimum of 7 days.

See page 10

13 Review cover and signature sheets and approve petition to circulate.
- must not approve until the ballot title is final and chief petitioners have filed a Statement of Organization with the State Elections Division

See page 10

16 Conduct signature verification.
- Completed no later than the 30th calendar day after signatures filed

See page 12

17 Qualify petition for ballot if signature verification shows the petition has the required number of signatures.

See page 13

Chief Petitioner

12 File cover and signature sheets for approval.
- any time after ballot title finalized

See page 10

14 After receiving approval to circulate and reviewing with circulators the legal requirements and guidelines for circulating an initiative petition, begin gathering signatures.

See page 11

15 Submit signatures for verification.
- 2 years after approved to circulate

See page 12

To calculate deadlines, day one is the day after a complete and correct document is filed or the day after a document is due. If a statutory deadline falls on a Saturday, Sunday or holiday, the deadline becomes the following business day as provided for in ORS 246.021. However, constitutional deadlines that fall on a Saturday, Sunday or holiday become the previous business day.

Forms are available online at **www.oregonvotes.gov**.

Initiative Process

Except for state statutes relating to ballot title format under ORS 250.041 and the statement of measures filed under ORS 254.095, 254.103, and 255.085, local charter or ordinance requirements may supersede some of the processes discussed in this manual.

Contact the local elections official for any applicable charter and ordinance requirements.

The deadlines for the procedures explained in the following sections are contained in the Initiative Process Timeline on page 8.

Filing a Prospective Petition

Oregon Constitution, Article IV, §1, Article VI, §10, ORS 250.165, 250.265, and 255.135

Before gathering the signatures necessary to place an initiative on the ballot, chief petitioners must file a prospective petition with the local elections official.

Chief Petitioners

1 Chief petitioners write the text of the proposed charter or ordinance, or the amendment to an existing charter or ordinance themselves but are encouraged to seek legal help.

2 Chief petitioners designate no more than three people as chief petitioners and determine circulator pay status.

Form SEL 370 Prospective Petition – Local Initiative or Referendum must be completed and signed by all chief petitioners who must also designate circulator pay status. Incomplete forms will be rejected.

If any information provided on form SEL 370 changes, including circulator pay status, all chief petitioners must complete and sign an amended form SEL 370. The form must be filed within 10 calendar days of the change.

3 Chief petitioners file text of initiative petition and form SEL 370 with local elections official.

4 Chief petitioners must set up a campaign account and file a Statement of Organization designating a treasurer with the Elections Division.

See Campaign Finance Reporting on page 4.

5 Chief petitioners may also authorize individuals to act on their behalf in most matters about the petition process by completing and filing:

Form SEL 307 Agent Authorization.

Local Elections Official

After receiving the prospective initiative petition the **local elections official**:

- ✓ date and time stamps the prospective petition;
- ✓ reviews the forms for completeness and correctness;
- ✓ if complete and correct, assigns the petition an identification number;
- ✓ scans and emails a date stamped copy of the SEL 370 to orestar-support.sos@sos.oregon.gov**; and**
- ✓ reviews the text for compliance with procedural constitutional requirements.

Procedural Constitutional Review

Oregon Constitution, Article IV, §1, Article VI, §10 and ORS 250.168, 250.270, and 255.140

The Oregon Constitution established the following requirements for local initiative petitions:

- → must have a single subject or closely related subject;
- → must include the full text; and
- → must be legislative rather than administrative in nature.

The local elections official does not review the prospective petition for substantive constitutional or legal sufficiency.

After reviewing the text to determine whether the prospective initiative petition complies with constitutional requirements, the **local elections official**:

If text does not comply

- ✓ notifies chief petitioners of determination by certified mail, return receipt requested; or

If text does comply

- ✓ notifies chief petitioners of determination in writing and sends a copy of the text to the district attorney or city attorney for preparation of a ballot title.

Appeal

Any registered voter may appeal the local elections official's constitutional requirement determination by filing a petition with the Circuit Court for review.

See the Initiative Petition Process outlined on page 7 for the deadline to complete the procedural constitutional review and to challenge the ruling.

Ballot Title

ORS 250.035, 250.175, 250.195, 250.275, 250.296, 255.145, 255.155, and 255.215

A ballot title is a concise and impartial statement summarizing the initiative and its major effect that is printed on the reverse of all signature sheets used for circulation and on the ballot.

Format

After receiving the text of the prospective petition, the **district attorney or city attorney drafts and files a ballot title** with the local elections official. A ballot title includes:

- → a caption that does not exceed 10 words describing the subject of the petition;
- → a question that does not exceed 20 words plainly phrasing the main purpose of the petition so that an affirmative response to the question corresponds to a yes vote on the ballot; and
- → a summary that does not exceed 175 words concisely and impartially summarizing the petition and describing its major effect.

If the ballot title has a clerical error the district attorney or city attorney may correct the error no later than the 10th business day after the ballot title is certified.

Notice

The **local elections official publishes** notice that the ballot title or corrected ballot title has been received in the next available edition of a newspaper of general circulation in the county, city, or district and supplies a copy of the ballot title to chief petitioners. It is advisable for the local elections official to also publish notice on the county, city, or district website for a minimum of seven days. Notice includes all of the following:

- ✓ a statement that the ballot title or corrected ballot title has been received and that any voter may file a petition for review of the ballot title;
- ✓ the deadline for filing the petition and notifying the local elections official;

  The deadline to file a petition to review the corrected ballot title is no later than the 10th business day after the ballot title is corrected.
- ✓ the ballot title supplied by the District Attorney or City Attorney or information on how to obtain a copy; and
- ✓ a statement that the prospective initiative petition complies with constitutional requirements.

Ballot Title Appeal

Any registered voter may petition the Circuit Court to review the ballot title issued by the District Attorney or City Attorney. In the petition, the **registered voter must**:

- ✓ name the District Attorney or City Attorney as the respondent; and
- ✓ state the reasons the title is insufficient, not concise, or unfair.

A registered voter who files a petition to review the ballot title must notify the local elections official in writing that a petition for review has been filed. If this notice to the local elections official is not timely filed, the petition to the Circuit Court may be dismissed.

Circuit Court

Any review of the ballot title by the circuit court shall be the first and final review. When appropriate, the court will review the ballot title and certify a title that meets the requirements of ORS 250.035.

Approval to Circulate

The local elections official will not approve cover and signature sheets for circulation until the ballot title is final, the challenge process complete and chief petitioners have filed a Statement of Organization with the State Elections Division. To begin the cover and signature sheet approval process:

Chief Petitioners

1 Chief petitioners may add, remove, or change chief petitioners but must ensure that one original chief petitioner remains, if necessary.

To add, remove, or change chief petitioners, an amended SEL 370, completed and signed by all current chief petitioners, must be filed with the local elections official.

2 Chief petitioners ensure a campaign account has been set up and a Statement of Organization filed.

See Campaign Finance Reporting on page 4.

3 Chief petitioners or authorized agents use the official cover and signature sheet forms to create signature sheets exactly as intended to circulate.

Form SEL 348 E-Sheet – Local Petition;
Form SEL 369 Local Petition Cover Sheet; and
Form SEL 371 Signature Sheet – Local Petition

See Petition Guidelines and Requirements on page 23

4 Chief petitioners or authorized agents file an original, physical copy of the text and an exact example of cover and signature sheets to the local elections official for approval to circulate.

Cover and signature sheets may only be filed for approval by a chief petitioner or authorized agents.

The local elections official does not return any cover and signature sheet filed for approval. Chief petitioners are encouraged to keep an original copy of any cover and signature sheets filed to the local elections official to ensure that, once approved to circulate, an original copy is available to produce correct copies for circulation.

After receiving the text and cover and signature sheets from chief petitioners or authorized agents, the **local elections official**:

- ✓ verifies chief petitioners have set up a petition committee and filed a Statement of Organization by contacting the Elections Division or using ORESTAR available at www.oregonvotes.gov;
- ✓ reviews the text filed for approval, ensuring it reads exactly the same and is formatted substantially similar as the text filed with the prospective petition;
- ✓ reviews cover and signature sheets for compliance with petition requirements; and

See Petition Guidelines and Requirements on page 23.

If cover and signature sheets do not comply

- ✓ supplies written notification of all required corrections; or

If cover and signature sheets do comply

- ✓ supplies written approval to circulate the petition that includes the number of required signatures and the last day to file signatures for verification.

See Filing Requirements on page 5.

Gathering Petition Signatures

ORS 250.165, 250.265 and 255.135

Chief Petitioners

1 Chief petitioners review with circulators the legal requirements and guidelines for circulating initiative petitions.

See Petition Guidelines and Requirements on page 23.

2 Chief petitioners monitor circulator activities to ensure compliance.

3 Chief petitioners may and are encouraged to obtain more than the required number of signatures to ensure the petition has enough valid signatures.

Submitting Signatures

ORS 250.215, 250.315, and 255.175

Chief petitioners or authorized agents must mail or personally deliver signature sheets to the local elections official for verification. Only one chief petitioner or authorized agent must be physically present if signatures are personally delivered.

Signature sheets individually mailed or personally delivered directly to the local elections official by someone other than a chief petitioner or an authorized agent will not be accepted.

Chief Petitioners or Authorized Agents

1. Chief petitioners or authorized agents ensure each signature sheet certification is signed and dated by the circulator. This does not apply to e-sheets.
2. Chief petitioners or authorized agents number each signature sheet sequentially in the space provided.
3. Chief petitioners or authorized agents submit signature sheets containing at least 100% of the required number of signatures.
4. Chief petitioners affirm the petition is complete and supply the number of signatures filed for verification by filing:

   Form SEL 339 Petition Submission – Initiative, Referendum, Recall, Political Party Formation. All current chief petitioners must sign the same SEL 339.

A petition filed by mail will only be accepted if a signed copy of the SEL 339 is included in each box.

Verifying Signatures

ORS 250.215, 250.315, 255.175, and OAR 165-014-0110

The **local elections official will only begin the signature verification process** if the petition signature sheets accepted for verification have a number of unverified signatures equal to or greater than the required number of signatures.

The local elections official will determine the results of signature verification no later than 30 calendar days after the required number of signatures were filed for verification.

The **local elections official processes signature sheets** filed for verification using the Statistical Sampling Procedures for Other than State Initiative or Referendum Petitions adopted under administrative rule. This includes:

- ✓ comparing the filed cover and signature sheets to approved versions;

  The local elections official will reject unapproved petition sheets and those that do not comply with legal requirements.

- ✓ verifying sheets are numbered sequentially;

  If the local elections official determines that the petition has more than 50 signature sheets which are not numbered or are not sequentially numbered, chief petitioners will be promptly notified and allowed to correct the sequential numbering. The renumbering of petition sheets will only occur in the place designated by the local elections official and in full view of the local elections official or staff. Should chief petitioners not correct the sequential numbering, the local elections official may invoice chief petitioners for the cost of any staff time necessary to renumber the sheets.

- ✓ determining if the circulator's certification is sufficient;

- ✓ verifying original signatures using voter registration records; and

For city initiative petitions only

- ✓ coordinating with the county elections official for verification of original signatures.

The county elections official will supply the final number of valid signatures in writing to the city elections official.

If the petition requires more than 4,500 signatures, the statistical sampling process described in OAR 165-014-0110 will be used to determine if the petition has the required number of signatures.

After signature verification is complete, the **local elections official provides** to chief petitioners:

- ✓ results of signature verification;
- ✓ final number of signatures determined to be valid; and

For petitions not qualified to the ballot

- ✓ information on how to file additional signatures for verification, if the filing deadline has not passed; or

If the filing deadline has passed and chief petitioners did not submit enough valid signatures, the petition is void.

For petitions qualified to the ballot

- ✓ information on measure number assignment or the next steps in the process.

Certification of County Measure

ORS 250.221 and 254.103

If the initiative has the required number of signatures, the **county elections official** assigns the measure:

- ✓ the next sequential measure number and
- ✓ to the appropriate election.

The election will be held on the next available May or November election date that is no sooner than 90 days after the petition was filed for signature verification and determined to contain at least 100% of the required number of signatures.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

Certification of City Measure

ORS 250.325 and 254.095

If the initiative has the required number of signatures, the **city elections official files the initiated measure with the city governing body** at its next meeting which occurs after the petition has qualified to the ballot.

Review of Initiated Measure by City Governing Body

Not later than 30 days after the initiated measure is filed with it, the **city governing body must review the measure**. It may adopt the initiative, reject it, or take no action, further described below.

City governing body action	Local elections official action
→ The city adopts the initiative. ! The mayor does not have the authority to veto an initiated measure.	✓ The official takes no action, as the initiative will go into effect without an election being held.
→ The city rejects the initiative unless state law or city charter or ordinance requires a vote on the initiative.	✓ The official submits the measure to city voters at the next available May or November election date that is no sooner than 90 days after the initiated measure was filed with the city governing body. ✓ The official files measure with the County Elections Official on: Form SEL 802 Notice of Measure Election – City.
→ The city rejects the initiative and refers a competing measure that is prepared no later than 30 days after the initiated measure was filed with the governing body. ! The mayor does not have the authority to veto a competing measure.	✓ The official submits the competing measure to city voters at the same May or November election as the initiated measure. ✓ The official files measure with the County Elections Official on: Form SEL 802 Notice of Measure Election – City.

The **county elections official reviews** form SEL 802 Notice of Measure Election – City for completeness and assigns the measure the next sequential measure number.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

Certification of District Measure

ORS 255.085 and 255.185

District Holds Regular District Elections

If the initiative has the required number of signatures, the **district elections authority**:

✓ prepares an order calling for an election; and

The election will be held no sooner than the next May or November election date for which the filing deadline can be met and no later than the first regular district election following the 40th day after the date of the order.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

✓ files with the county elections official the order and a completed:

Form SEL 803 Notice of Measure Election – District.

The **county elections official reviews** form SEL 803 Notice of Measure Election – District for completeness and assigns the measure the next sequential measure number.

District Does Not Hold Regular District Elections

If the initiative has the required number of signatures the **county elections official** assigns the measure:

- ✓ the next sequential measure number; and
- ✓ to the appropriate election.

The election will be held on the next available May or November election date for which the filing deadline can be met.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

Measure Numbers

- → Measure numbers are assigned within each type of measure based on the sequence the petitions were filed with the county for signature verification.
- → Measure numbers are preceded by a unique county prefix number.
- → Measure numbers will not be repeated.

Withdrawing an Initiative

ORS 250.029

To withdraw an initiative petition, **all current chief petitioners must complete, sign, and file**:

Form SEL 375 Withdrawal – Petition.

The petition can only be withdrawn if chief petitioners have not filed the total number of signatures required for verification and filed the SEL 339 affirming completeness.

Once withdrawn, the petition cannot be re-activated. Chief petitioners may re-file the initiative and begin the process again.

Referendum Process Timeline

Chief Petitioner

1 Begin process by filing:

- SEL 370 listing no more than three chief petitioners and
- text of the ordinance.

See page 17

4 File cover and signature sheets for approval.

See page 18

6 After receiving approval to circulate and reviewing with circulators the legal requirements and guidelines for circulating a referendum petition, begin gathering signatures.

See page 20

The ballot title drafting process and collection of signatures can occur simultaneously.

District or City Attorney

8 Draft and file ballot title that impartially summarizes the petition and its major effect.

5th business day after receipt

See page 19

Registered Voter (step not required)

10 Voter who is dissatisfied with ballot title can petition Circuit Court for review.

7th business day after ballot title filed

11 Voter notifies Local Elections Official of Circuit Court petition.

5 pm 1st business day after the petition is filed with the Circuit Court

See page 19

Chief Petitioner

12 Submit signatures for verification.

- 90th day after adoption of nonemergency ordinance (county)
- 30th day after adoption of nonemergency ordinance (city and district)

This is **not calculated using the filing date.**

See page 20

Local Elections Official

2 Date and time stamp prospective petition.

3 If complete, assign the petition an identification number. Send SEL 370 to orestar-support.sos@sos.oregon.gov

See page 17

5 Review cover and signature sheets and approve petition to circulate.

The official must not approve until chief petitioners have filed a Statement of Organization with the State Elections Division.

See page 18

7 Forward prospective petition to District Attorney or City Attorney.

1st business day after receipt

See page 19

9 Publish receipt of ballot title.

Use the next available edition of a newspaper of general circulation in the county, city, or district.

In addition, the notice may also be published on the county or city's web site for a minimum of 7 days.

See page 19

13 Conduct signature verification.

Completed no later than the 30th calendar day after signatures filed

See page 20

14 Qualify petition for ballot if signature verification shows the petition has the required number of signatures.

See page 21

To calculate deadlines, day one is the day after a complete and correct document is filed or the day after a document is due. If a statutory deadline falls on a Saturday, Sunday, or holiday, the deadline becomes the following business day as provided for in ORS 246.021. However, constitutional deadlines that fall on a Saturday, Sunday, or holiday, becomes the previous business day.

Referendum Process

Except for state statutes relating to ballot title format under ORS 250.041 and the statement of measures filed under ORS 254.095, 254.103, and 255.085, local charter or ordinance requirements may supersede some of the processes discussed in this manual.

Contact the local elections official for any applicable charter and ordinance requirements.

The deadlines for the procedures explained in the following sections are contained in the Referendum Process Timeline on page 17.

Filing a Prospective Petition

Oregon Constitution, Article IV, §1, Article VI, §10, ORS 250.165, 250.265, and 255.135

Before gathering the signatures necessary to place a referendum on the ballot, chief petitioners must file a prospective petition with the local elections official.

Chief Petitioners

1 Chief petitioners designate no more than three people as chief petitioners and determine circulator pay status.

Form SEL 370 Prospective Petition – Local Initiative or Referendum must be completed and signed by all chief petitioners and designate circulator pay status. Incomplete forms will be rejected.

If any information provided on form SEL 370 changes, including circulator pay status, all chief petitioners must complete and sign an amended form SEL 370. The form must be filed within 10 calendar days of the change.

2 Chief petitioners file text of the nonemergency ordinance or other legislative enactment to be referred and form SEL 370 with local elections official.

A referendum petition may be filed on an entire ordinance or just specific sections. Chief petitioners submit as text only those sections of the nonemergency ordinance to be referred. References to the ordinance in this manual include a part of the ordinance, if that is what is referred.

3 Chief petitioners set up a campaign account and file a Statement of Organization designating a treasurer with the Elections Division.

See Campaign Finance Reporting on page 4.

4 Chief petitioners may also authorize individuals to act on their behalf in most matters about the petition process by completing and filing:

Form SEL 307 Agent Authorization.

Local Elections Official

After receiving the prospective referendum petition **the local elections official**:

- ✓ date and time stamps the prospective petition;
- ✓ reviews the forms for required information;
- ✓ if complete and correct, assigns the petition an identification number;
- ✓ scans and emails a date stamped copy of the SEL 370 to the Elections Division at orestar-support.sos@sos.oregon.gov; and
- ✓ forwards a copy of the text to the district attorney or city attorney for preparation of the ballot title.

Approval to Circulate

Because of the shortened time period to gather signatures on a referendum petition, chief petitioners are not required to wait for the final ballot title to begin the cover and signature sheet approval process. Often, the ballot title drafting process and collection of signatures occurs simultaneously. The local elections official will not approve cover and signature sheets for circulation until the chief petitioners have filed a Statement of Organization with the State Elections Division. To begin the cover and signature sheet approval process:

Chief Petitioners

1 Chief petitioners add, remove, or change chief petitioners ensuring that one original chief petitioner remains, if applicable.

To add, remove or change chief petitioners an amended form SEL 370 completed and signed by all current chief petitioners must be filed with the local elections official.

2 Chief petitioners ensure a campaign account has been set up and a Statement of Organization filed.

See Campaign Finance Reporting on page 4.

3 Chief petitioners or authorized agents use the official cover and signature sheet forms to create signature sheets exactly as intended to circulate:

Form SEL 348 E-Sheet – Local Petition;
Form SEL 369 Local Petition Cover Sheet; and
Form SEL 371 Signature Sheet – Local Petition

See Petition Guidelines and Requirements on page 23.

4 Chief petitioners or authorized agents file an original, physical copy of the text, and an exact example of cover and signature sheets, to the local elections official for approval to circulate.

Cover and signature sheets may only be filed for approval by a chief petitioner or authorized agent.

The local elections official does not return any cover and signature sheet filed for approval. Chief petitioners are encouraged to keep an original copy of any cover and signature sheet filed to the local elections official to ensure that once approved to circulate an original copy is available to produce correct copies for circulation.

After receiving the text and cover and signature sheets from chief petitioners or authorized agents, the **local elections official**:

- ✓ verifies chief petitioners have set up a petition committee and filed a Statement of Organization by contacting the Elections Division or using ORESTAR available at **www.oregonvotes.gov;**
- ✓ reviews the text filed for approval ensuring it reads exactly the same and is formatted substantially similar as the text filed with the prospective petition;
- ✓ reviews cover and signature sheets for compliance with petition requirements; and

See Petition Guidelines and Requirements on page 23.

If cover and signature sheets do not comply

- ✓ supplies written notification of all required corrections; or

If cover and signature sheets do comply

- ✓ supplies written approval to circulate the petition that includes the number of required signatures and the last day to file signatures for verification.

See Filing Requirements on page 5.

Ballot Title

ORS 250.035, 250.175, 250.195, 250.275, 250.296, 255.145, 255.155, and 255.215

A ballot title is a concise and impartial statement summarizing the referendum and its major effect that is printed on the ballot.

Format

After receiving the text of the prospective petition, **the district attorney or city attorney drafts and files a ballot title** with the local elections official. A ballot title includes:

- → a caption that does not exceed 10 words identifying the subject of the petition;
- → a question that does not exceed 20 words plainly phrasing the main purpose of the petition so that an affirmative response to the question corresponds to a yes vote on the ballot; and
- → a summary that does not exceed 175 words concisely and impartially summarizing the petition and describing its major effect.

If the ballot title has a clerical error, the district attorney or city attorney may correct the error no later than the 10th business day after the ballot title is certified.

Notice

The **local elections official publishes** notice in the next available edition of a newspaper of general circulation in the county, city, or district that the ballot title or corrected ballot title has been received and supplies a copy of the ballot title to chief petitioners. It is advisable for notice to also be published on the county, city, or district website for a minimum of seven days. Notice includes all of the following:

- ✓ a statement the ballot title or corrected ballot title has been received and that any voter may file a petition for review of the ballot title;
- ✓ the deadline for filing the petition and notifying the local elections official; and

  The deadline to file a petition to review the ballot title is no later than the 7th business day after the ballot title is filed with the elections officer.
- ✓ the ballot title supplied by the District Attorney or City Attorney or information on how to obtain a copy.

Ballot Title Appeal

Any registered voter may petition the Circuit Court to review the ballot title issued by the District Attorney or City Attorney. In the petition, the **registered voter must**:

- ✓ name the District Attorney or City Attorney as the respondent; and
- ✓ state the reasons the title is insufficient, not concise or unfair.

A registered voter who files a petition to review the ballot title is required to notify the local elections official in writing that a petition for review has been filed. If this notice to the local elections official is not timely filed, the petition to the Circuit Court may be dismissed.

Circuit Court

Any review of the ballot title by the circuit court shall be the first and final review. When appropriate the court will review the ballot title and certify a title that meets the requirements of ORS 250.035.

Gathering Petition Signatures

ORS 250.165, 250.265, and 255.135

Chief Petitioners

1 Chief petitioners review with circulators the legal requirements and guidelines for circulating referendum petitions.

See Petition Guidelines and Requirements on page 23.

2 Chief petitioners monitor circulator activities to ensure compliance.

3 Chief petitioners may and are encouraged to obtain more than the required number of signatures to ensure the petition has enough valid signatures.

Submitting Signatures

ORS 250.215, 250.315, and 255.175

Chief petitioners or authorized agents must mail or personally deliver signature sheets to the local elections official for verification. Only one chief petitioner or authorized agent must be physically present if signatures are personally delivered.

Signature sheets individually mailed or delivered directly to the local elections official by someone other than a chief petitioner or an authorized agent will not be accepted.

Chief Petitioners or Authorized Agents

1 Chief petitioners or authorized agents ensure each signature sheet certification is signed and dated by the circulator. This does not apply to e-sheets.

2 Chief petitioners or authorized agents number each signature sheet sequentially in the space provided.

3 Chief petitioners or authorized agents file signature sheets containing at least 100% of the required number of signatures.

4 Chief petitioners affirm the petition is complete and provide the number of signatures filed for verification by filing:

Form SEL 339 Petition Submission – Initiative, Referendum, Recall, Political Party Formation that has been marked completed. All current chief petitioners must sign the same SEL 339.

A petition filed by mail will only be accepted if a signed copy of the SEL 339 is included in each package.

Verifying Signatures

ORS 250.215, 250.315, 255.175, and OAR 165-014-0110

The **local elections official will only begin the signature verification process** if the petition signature sheets accepted for verification have a number of unverified signatures equal to or greater than the required number of signatures.

The local elections official will determine the results of signature verification no later than 30 calendar days after the required number of signatures were filed for verification.

The **local elections official processes signature sheets** filed for verification in accordance with the Statistical Sampling Procedures for Other than State Initiative and Referendum Petitions adopted under administrative rule. This includes:

- ✓ comparing the filed cover and signature sheets to the official forms;

  The local elections official will reject unapproved petition sheets and those that do not comply with legal requirements.

- ✓ verifying sheets are numbered sequentially;

  If the local elections official determines that the petition has more than 50 signature sheets which are not numbered or are not sequentially numbered, chief petitioners will be promptly notified and allowed to correct the sequential numbering. The renumbering of petition sheets will only occur in the place designated by the local elections official and in full view of the local elections official or staff. Should chief petitioners not correct the sequential numbering, the local elections official may invoice chief petitioners for the cost of any staff time necessary to renumber the sheets.

- ✓ determining if the circulator's certification is sufficient;
- ✓ verifying original signatures using voter registration records; and

For city referendum petitions only

- ✓ coordinating with the county elections official for the verification of original signatures.

  The county elections official will supply the final number of valid signatures in writing.

If the petition requires more than 4,500 signatures, the statistical sampling process described in OAR 165-014-0110 will be used to determine if the petition has the required number of signatures.

After signature verification has been completed the **local elections official provides** to chief petitioners:

- ✓ results of signature verification;
- ✓ final number of signatures determined to be valid; and

For petitions not qualified to the ballot

- ✓ information on how to file additional signatures for verification if the filing deadline has not passed; or

  If the filing deadline has passed and chief petitioners failed to submit enough valid signatures, the petition is void.

For petitions qualified to the ballot

- ✓ information on measure number assignment or the next steps in the process.

Certification of County Measure

ORS 250.221 and 254.103

If the referendum has the required number of signatures the **county elections official** assigns the measure:

- ✓ the next sequential measure number; and
- ✓ to the appropriate election.

The election will be held on the next available May or November election date that is no sooner than 90 days after the petition was filed for signature verification and determined to contain at least 100% of the required number of signatures.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

Certification of City Measure

ORS 250.325 and 254.095

If the referendum has the required number of signatures the **city elections official**:

- ✓ notifies the County Elections Official if an election is required to be held and files:

  Form SEL 802 Notice of Measure Election – City.

The **county elections official reviews** form SEL 802 Notice of Measure Election – City for completeness and assigns the measure the next sequential measure number.

The election will be held on the next available May or November election date that is no sooner than 90 days after the measure was filed for signature verification and for which enough signatures have been verified.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

Certification of District Measure

ORS 255.085 and 255.185

District Holds Regular District Elections

If the referendum has the required number of signatures the **district elections authority**:

- ✓ prepares an order calling for an election and

The election will be held no sooner than the next May or November election date for which the filing deadline can be met and no later than the first regular district election following the 40th day after the date of the order.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

- ✓ files with the county elections official the order and a completed:

  Form SEL 803 Notice of Measure Election – District.

  The **county elections official reviews** form SEL 803 Notice of Measure Election – District for completeness and assigns the measure the next sequential measure number.

District Does Not Hold Regular District Elections

If the referendum has the required number of signatures the **county elections official** assigns the measure:

- ✓ the next sequential measure number and
- ✓ to the appropriate election.

The election will be held on the next available May or November election date for which the filing deadline can be met.

See the Election Calendars on page 6 for the dates of regularly scheduled elections and applicable deadlines.

Measure Numbers

→ Measure numbers are assigned within each type of measure based on the sequence the petitions were filed with the county for signature verification.

→ Measure numbers are preceded by a unique county prefix number.

→ Measure numbers will not be repeated.

Withdrawing a Referendum

ORS 250.029

To withdraw a referendum petition, **chief petitioners must complete, sign, and file**:

Form SEL 375 Withdrawal – Petition

The petition can only be withdrawn if chief petitioners have not filed the total number of signatures required for verification and filed the SEL 339 - Petition Submission affirming completeness.

Once withdrawn the petition cannot be re-activated. If the filing deadline has not passed chief petitioners may re-file the referendum and begin the process again.

Petition Guidelines and Requirements

The guidelines and requirements for producing and circulating initiative and referendum cover and signature sheets are explained in the following sections.

For assistance on completing official cover and signature sheet forms contact the Elections Division at irrlistnotifier.sos@sos.oregon.gov or 503 986 1518.

Cover and Signature Sheets

ORS 250.165, 250.265, and 255.135

Chief petitioners must use official cover and signature sheet forms to collect signatures. Approval to circulate must be granted before any signatures may be collected.

Official cover and signature sheet forms include:

Form SEL 348 E-Sheet – Local Petition;

The e-sheet does not require a circulator personally witness a voter signing which allows a voter to sign a petition from the privacy of their home at a time of their choosing.

Form SEL 369 Local Petition Cover Sheet; and

Form SEL 371 Signature Sheet – Local Petition.

Completion

Chief petitioners must complete the following information for each form filed for approval to circulate:

E-Sheet	Cover Sheet	Signature Sheet
✓ petition identification number ✓ petition type ✓ circulator pay status, for the entirety of the petition not for an individual sheet **For an Initiative** ✓ final ballot title, including caption, question, and summary **For a Referendum** ✓ title of the measure as enacted by the local governing body or, if there is no title, the title supplied by chief petitioners ⓘ If chief petitioners supply the title, the number of ordinance or resolution being referred and the date adopted by the local governing body must be included. ✓ names and residential city and state of chief petitioners	✓ petition type ✓ jurisdiction type ✓ name of the county, city, or district where the petition is being proposed **For an Initiative** ✓ final ballot title, including caption, question, and summary **For a Referendum** ✓ title of the measure as enacted by the local governing body or, if there is no title, the title supplied by chief petitioners ⓘ If chief petitioners supply the title, the number of ordinance or resolution being referred and the date adopted by the local governing body must be included. ✓ text of the initiative or referendum if space allows ✓ names and residential city and state of chief petitioners	✓ petition identification number ✓ petition type ✓ circulator pay status, for the entirety of the petition not for an individual sheet ✓ name of the county, city, or district where the petition is being proposed **For an Initiative** ✓ caption of the final ballot title **For a Referendum** ✓ number of the ordinance or resolution being referred and date adopted by the local governing body

ⓘ Chief petitioners or authorized agents complete the petition sheet number prior to submitting the petition for verification.

Production

Chief petitioners must produce the text, e-sheet, cover sheet, and signature sheet in the following manner:

Text	E-Sheet	Cover and Signature Sheet
✓ printed in at least 10-point type	✓ printed on at least 20-pound , uncoated white paper or equivalent ✓ when filed for verification be on standard 8½" x 11" size paper or equivalent ❗ The size, weight and color paper requirements outlined above do not apply to any e-sheet, if from the face of the e-sheet the local elections official can determine that the signer printed the e-sheet and had the opportunity prior to signing to review the required information.	✓ cover and signature sheets are copied or printed back-to-back on a single sheet of paper ✓ when filed for verification be on standard 8½" x 11" size paper or equivalent ✓ printed on at least 20-pound , uncoated paper or equivalent

Distribution

To facilitate circulation of approved forms chief petitioners may but are not limited to:

Distribution Method	E-Sheet Requirements	Cover and Signature Sheet Requirements
✓ Petitioners may use paid or volunteer circulators to solicit signatures.	→ Circulators may not use e-sheets to gather signatures.	→ Each circulator must have a complete copy of the text available for signers to review unless printed on the cover sheet.
✓ Petitioners may mail to a subscription list or other interested parties.	→ A voter needs to request a printed copy to be mailed. A complete copy of the text must be mailed with each e-sheet.	→ A complete copy of the text must be mailed with each cover and signature sheet.
✓ Petitioners may publish on a website.	→ A complete copy of the text and instructions for signers to print e-sheet on at least 20 pound, 8½" x 11" uncoated white paper, or equivalent, must be published with the e-sheet.	→ A complete copy of the text and instructions for signers to print the cover and signature sheet back-back on at least 20-pound , 8½" x 11" uncoated white paper, or equivalent, must be published with the cover and signature sheet.
✓ Petitioners may email to a subscription list or other interested parties for voter to print individually at home.	→ A complete copy of the text and instructions for signers to print e-sheet on at least 20 pound, 8½" x 11" uncoated white paper, or equivalent, must be included in the email.	→ A complete copy of the text and instructions for signers to print the cover and signature sheet back-to-back on at least 20-pound , 8½" x 11" uncoated white paper, or equivalent, must be included in the email.
✓ Petitioners may insert into a publication for distribution.	→ Not applicable to e-sheet.	→ A complete copy of the text must be inserted with the cover and signature sheet.

☎ To determine if petition sheets may be distributed by a method not listed, contact the local elections official.

Cover and Signature Sheet Modifications

Multiple versions of cover and signature sheets may be approved for circulation simultaneously. Any proposed variation to the approved signature sheets must be resubmitted and approved in writing by the elections official before circulating. Signatures collected on unapproved signature sheets will be rejected.

Signature sheets are void if the:

- → petition is withdrawn;
- → signature submission deadline has passed; or
- → residential city and state of a chief petitioner changes or circulator pay status changes.

Chief petitioners must submit updated cover and signature sheets for approval to continue circulating.

Once new cover and signature sheets are approved to circulate, chief petitioners will have 30 days to remove the previous version from circulation.

Guidelines for Circulation

ORS 250.045, 260.555, and 260.558

A circulator is an individual who asks voters to sign a petition and signs the petition as a circulator. They are also called petition circulator, signature gatherer, and signature collector. While some are volunteers and others paid professionals, every circulator must follow the requirements and guidelines for circulating petitions.

To ensure compliance with legal requirements and guidelines chief petitioners must educate circulators and monitor their activities.

Circulator Requirements

Each circulator must:	What this means:
→ Personally witness each signature collected.	✓ Watch the person sign the petition. It is not sufficient to merely be present in the same room or vicinity.
→ Complete the circulator certification after witnessing all signatures collected on a sheet.	✓ Sign the certification using a legal signature. A legal signature is defined as a signature having obvious and predominantly matching characteristics to signatures on file from a paid circulator's registration, signatures in the Oregon voter registration file, or the signature on an official government document. Initials, signature stamps, illegible or printed script are not sufficient unless verified by exemplar.
→ Supply the date when the certification was signed.	✓ The date must be in month, day, year order if written in all numbers.
→ Allow any person to read the text of an initiative or referendum petition.	✓ A complete copy of text must be available for signers of an initiative or referendum if not printed on cover sheet.
→ If being paid to gather signatures, review the Secretary of State's Circulator Training Manual.	✓ Must be completed before being paid to gather any signatures. See the Circulator Training Manual

A circulator's failure to follow these requirements may result in the rejection of the petition signature sheets and a felony conviction for the circulator.

Circulator Prohibitions

It is against the law for circulators to knowingly:

- → circulate a petition containing a false signature;
- → attempt to obtain the signature of a person who is not qualified to sign the petition;
  - (i) Only active registered voters may sign a petition.
- → make false statements to any person who signs the petition or requests information about it;
- → offer money or anything of value to another person to sign or not sign the petition;
- → sell or offer to sell signature sheets; and
- → write, alter, correct, clarify, or obscure any information about the signers unless the signer initials after the changes are made.
  - (i) A circulator may help a disabled signer who requests help in completing their printed name, address and date signed. In such a case, no initials are required.

(!) Violations of the circulator requirements may result in conviction of a felony with a fine of up to $125,000 and/or a prison sentence of up to 5 years. ORS 260.715, 260.993

Signer Requirements

Each petition signer must:	What this means:
→ Supply an original signature and should be encouraged to also supply their printed name, date signed and address;	✓ Petition signers must sign the petition using a signature contained in their voter registration record.
→ Be an active registered voter at the time of signing the petition in the electoral district where the petition is being circulated; and	✓ Information in the voter registration record must be up to date so they would be able to vote on the petition.
→ Personally print a copy of an e-sheet or a separate person print a copy.	✓ Petition signers may not sign an e-sheet unless they printed it themselves or requested someone else print it for them.

Signature Date

If no date is supplied by the signer, the signature is only considered valid if the signer:

- ✓ was an active registered voter between the petition's approval to circulate and the circulator's certification date; or
- ✓ originally registered to vote on or after the date the petition's approval to circulate date and was an active registered voter between their original registration date and the circulator's certification date.

(i) This standard also applies to any signer that supplies an ambiguous date such as date of birth or a date that has not yet occurred at the time of verification, instead of the date they signed the petition.

Signer Prohibitions

It is against the law for signers to knowingly:

- → sign another person's name under any circumstances;
- → sign a petition more than one time; or
- → sign a petition when not qualified to sign it.

Only active registered voters may sign a petition. If the signer is not registered to vote or an active voter, then the signature will be rejected unless a completed registration card is received by a designated voter registration agency or elections filing officer before 5:00:00 pm the day the petition is signed or 11:59:00 pm if completed electronically online at www.oregonvotes.gov.

Certification of Signature Sheets

OAR 165-014-0270

After all signatures on a signature sheet have been collected, circulators complete the certification by signing their legal signature and by supplying the date when the certification was signed. A legal signature is defined as a signature having obvious and predominantly matching characteristics to signatures in the Oregon voter registration file, or the signature on an official government document.

If additional signatures are gathered after the circulator certification has been signed and dated, the circulator must re-sign and re-date the certification.

If the circulator certification is not completed or it is determined to be insufficient the signature sheet will be rejected. Prior to submission to the local elections official the circulator may correct the following defects:

Circulator Signature Defects

If the circulator has:	Then the circulator should:
→ signed using only initials; Unless verified by exemplar.	✓ re-sign and re-date certification with legal signature;
→ signed using a signature stamp; Unless a signature stamp has been approved under ORS 246.025.	✓ re-sign and re-date certification with legal signature;
→ signed using an illegible signature; Unless verified by exemplar.	✓ re-sign and re-date certification with legal signature;
→ photocopied or carbon copied the certification; or	✓ re-sign and re-date certification with legal signature; or
→ signed in a manner that the signature, printed name, and address are all illegible.	✓ re-sign and re-date certification with legal signature.

Certification Date Defects

If the date is:	Then the circulator should:
→ missing;	✓ re-sign and date **or** date and initial correction;
→ crossed out;	✓ re-sign and re-date **or** re-date and initial correction;
→ overwritten with a different date;	✓ re-sign and re-date **or** re-date and initial correction;
→ earlier than all petition signers; ⓘ Does not apply if the circulator and the only signer are the same person.	✓ re-sign and re-date **or** re-date and initial correction;
→ earlier than some, but not all petition signers; ⓘ Only those signatures dated on or before the date of the certification will be accepted.	✓ re-sign and re-date **or** re-date and initial correction;
→ partial or ambiguous; or	✓ re-sign and re-date **or** re-date and initial correction; ⓘ Date must be in month, day, year order if written in all numeric characters.
→ obscured in any way by white out or other correction fluid or adhesive tape;	✓ re-sign and re-date **or** re-date and initial correction.

The following defects in the circulator certification cannot be corrected and any signature sheet filed that has one of these defects will be rejected:

Incurable Defects

→ the original signature of a circulator has been crossed out, and a different circulator's signature is inserted;
Does not apply if the original signature is that of an individual whose signature appears on the same signature sheet as a signer.

→ two individuals sign and date as circulator; or
Does not apply if the only signers and the circulators are the same people

→ whiteout or other correction fluid or adhesive tape appears on the signature line

ex Illustrated examples of circulator signature and date defects are available in the Circulator Training Manual available at www.oregonvotes.gov.

List of Forms

SEL 307
Agent Authorization

SEL 339
Petition Submission

SEL 348
Electronic Signature Sheet – Local Petition

SEL 369
Local Petition Cover Sheet

SEL 370
Prospective Petition – Local Initiative or Referendum

SEL 371
Signature Sheet – Local Petition

SEL 375
Withdrawal – Petition

Primary Election - May 19, 2026

Important Notice: Section 17b of House Bill 4024 (2024) changed the candidate filing deadline for incumbent public office holders. **An incumbent seeking re-election to the same office must file their declaration of candidacy or nominating petition at least seven days before the applicable filing deadline for non-incumbent candidates.** Incumbent candidates that were appointed to the position they are seeking election to are subject to the same filing deadline as non-incumbent candidates.

Important Dates: May 19, 2026 Primary Election ***(dates subject to change)***

- September 4, 2025 - Last day for **Elected Incumbent** candidate seeking re-election to the same partisan office to be registered to vote as a member of the applicable major political party
- September 11, 2025 - Last day for **Other than Elected Incumbent** candidate who files for a major party office to be registered to vote as a member of that political party
- September 11, 2025 - Last day for **Precinct Committeeperson** candidate who files for office of Precinct Committeeperson to be registered to vote as a member of major political party
- September 11, 2025 - First day for a County Candidate to file for candidacy
- January 19, 2026 - First day for candidates to file candidate statement for voters' pamphlet
- February 27, 2026 - County/City/District ballot title filing deadline (SEL 805)
- March 3, 2026 - Last day for **Elected Incumbents** to file for candidacy
- March 10, 2026 - Last day for **Other than Elected Incumbents** to file for candidacy
- March 10, 2026 - Last day for **Precinct Committeepersons** to file for candidacy
- March 12, 2026 - Voters' pamphlet filing deadline (candidate statements)
- March 13, 2026 - Candidate Withdrawal Deadline
- March 19, 2026 - County/City/District measure filing deadline (County-SEL 801, City-SEL 802 & Districts-SEL 803)
- March 23, 2026 - Voters' pamphlet filing deadline (measure arguments)
- April 3, 2026 - Military & overseas ballots mailed
- April 20, 2026 - Out of state ballots mailed
- April 22, 2026 - April 24, 2026 - Voters' Pamphlets delivered to Oregon Residents
- April 28, 2026 - Last day to register to vote or change your political party affiliation
- May 1, 2026 - Ballots mailed to voters
- **May 19, 2026 - Election Day**
- May 26, 2026 - Last day to receive valid postmarked ballots from USPS
- June 9, 2026 - Last day to resolve challenged ballots
- June 15, 2026 - Last day to certify election

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Party Affiliation & Ballot Content 1 document

Election Filing Information 8 documents

Candidate Filings 7 documents

Measures Filings No documents

Voters' Pamphlets No documents

General - November 3, 2026

Important Notice: Section 17b of House Bill 4024 (2024) changed the candidate filing deadline for incumbent public office holders. **An incumbent seeking re-election to the same office must file their declaration of candidacy or nominating petition at least seven days before the applicable filing deadline for non-incumbent candidates.** Incumbent candidates that were appointed to the position they are seeking election to are subject to the same filing deadline as non-incumbent candidates.

Important Dates: November 3, 2026 General Election *(dates subject to change)*

- February 26, 2026 - Last day for nonaffiliated candidates for partisan office to be registered as a nonaffiliated voter
- June 3, 2026 - First day for a County Candidate to file for candidacy
- July 6, 2026 - First day for Candidate to file Voters' Pamphlet Statement
- August 14, 2026 - County/City/District ballot title filing deadline (SEL 805)
- August 18, 2026 - Last day for **Elected Incumbents** to file for candidacy
- August 25, 2026 - Last day for **Other than Elected Incumbents** to file for candidacy
- August 25, 2026 - Voters' pamphlet filing deadline (candidate statements)
- August 28, 2026 – Last day to withdraw candidacy
- September 3, 2026 - County/City/District measure filing deadline (County-SEL 801, City-SEL 802 & Districts-SEL 803)
- September 7, 2026 - Voters' pamphlet filing deadline (measure arguments)
- September 18, 2026 - Military & overseas ballots mailed
- October 5, 2026 - Out of state ballots mailed
- TBD - Voters' Pamphlets scheduled for delivery
- October 13, 2026 - Voter registration deadline
- October 16, 2026 - Ballots mailed to voters
- **November 3, 2026 - Election Day**
- November 10, 2026 - Last day to receive valid postmarked ballots from USPS
- November 24, 2026 - Last day to resolve challenged ballots
- November 30, 2026 - Last day to certify election

Search for file name:

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Election Filing Information 4 documents

Candidate Filings No documents

Measure Filings No documents

Voters' Pamphlets No documents

Election Results No documents

ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, November 3, 2025

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

Council Present: Mayor Graham, Councilors Bloom, Dahle, DuQuenne, Hansen, Kaplan, and Sherrell.
Council Absent: none
Staff Present:

Sabrina Cotta	City Manager
Alissa Kolodzinski	City Recorder
Tom McBartlett	Director of Electric

I. Call to Order

II. Reports and Presentations

a. Electric Rate Presentation and Proposal

Councilor Bloom immediately raised a procedural concern regarding the electric rate presentation, emphasizing the importance of enabling both the Council and the public to engage with the materials fully. Concern was expressed that the Council had to discuss a complex issue affecting ratepayers without adequate preparation time, as the draft cost of service study was not included in the meeting packet. *Motion made to postpone the presentation and discussion until such a time as council and the public have received the full cost of service study in advance by either the next study session or a special meeting if deemed necessary.*

During discussion, some councilors emphasized that the matter's importance warranted thorough preparation. Questions were raised regarding which materials had already been shared and if Council would have additional opportunity to review the information and provide feedback before the report's completion. Staff explained that purpose of this study session was to present findings, gather initial feedback, and incorporate that input into a draft report for future Council consideration. Those opposing postponement expressed that it would be beneficial to proceed as planned, viewing the consultants' presentation as an opportunity for engagement and guidance. This approach would allow the consultants to prepare an initial draft report informed by preliminary feedback, with flexibility for future review sessions. Support for postponement was also expressed, emphasizing the importance of including complete presentation materials in the Council packet to ensure transparency.

Cotta clarified the definition of a study session as outlined in the AMC, stating study session are for Council members to receive background information and ask questions about matters to be subsequently voted on. Council members expressed concern about providing input without prior review of the complex materials. It was noted that limited time for analysis could affect the ability to offer substantive feedback. Questions were raised regarding how the process would continue if no comments were provided at this meeting.

The rate consultant, Mark Beauchamp (via Zoom), explained that the presentation was intended to familiarize Council with the process, financial targets, and recommendations; and clarified he could return for another meeting if needed and he was not expecting immediate feedback.

The resulting votes on the motion were Bloom, Dahle, DuQuenne, and Sherrell, Aye, Kaplan and Hansen, Nay. Following the vote, Council discussed the need for consistency in how materials are provided for meetings.

b. *Ballot Measure Question: Should Ashland's Charter be Amended to Require Voters Involvement and Approval for City of Ashland Utility Bill Fee or Tax?'*

DuQuenne introduced the ballot measure discussion, clarifying that the issue concerned additional taxes and fees on utilities, not the actual utility rates themselves. Councilors reflected on the recent fee increases and whether voters should have the opportunity to vote on such fees before utility bills are impacted. The difference between taxes and fees on utility bills were clarified in that only fees can be added to utility bills and are set by the Council. It was emphasized that the discussion was specifically for the parks fee, wildfire protection fee, and public safety fee not utility rates or taxes, which already require voter approval.

Councilors discussed concerns about previously circulated misinformation and the potential impact such information could have if the measure were presented to voters. Discussion included balancing the Council's responsibility, as elected representatives, to make informed decisions following thorough analysis with the importance of maintaining public trust by involving voters in the decision-making process. Additional concerns were expressed regarding the precedent this decision could set for future councils and whether the proposed ballot language clearly communicated its implications for inflation adjustments to fees or other charges, such as the street user fee.

An alternative process was suggested of creating an ordinance that would establish a rigorous public engagement process for any new fees or above-inflation increases which could include notices to all households, dedicated public hearings, online surveys, and a minimum timeframe for consideration. It was also discussed whether residents struggling financially engage with surveys or city communications due to time constraints.

The Council conducted a straw poll on whether to put the proponent's initiative on the ballot:

- Councilors DuQuenne, Bloom and Sherrell: Yes
- Councilors Dahle, Hansen and Kaplan: No
- Mayor Graham: No

With a 3-4 result, the Council directed staff not to put the petition forward.

Graham proposed working on an ordinance to establish procedures for fee changes with several councilors expressing interest in addressing this issue after the December retreat where they would be focusing on budget forecasting and financial planning.

III. Adjournment of Study Session

The meeting was adjourned at 6:42 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

City Manager's Report

July Report—7.21.2026

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

CITY MANAGER'S OFFICE:

- **SeeClickFix** allows residents to submit non-emergency requests and reports, which are then automatically routed to the appropriate department for review and action. Residents can report a variety of issues, including graffiti, potholes, streetlight outages, abandoned vehicles, intersection concerns, water leaks, and park facility concerns. Residents can also request a water audit through the platform. Learn more at **ashlandoregon.gov/SeeClickFix**.

- Check out the **Storytown Community Calendar!** Discover theatre, live music, foodie festivals, Mt. Ashland adventures and more – all for free. Visit **Storytownashland.com**, or download on the *App Store* or *Google Play*, and start exploring or sharing Ashland events!

- In this case, ***We Are Better Apart.*** City Council has the authority to order lethal deer removal if conflicts keep escalating. Ashland has already taken the legal steps available, including ordinances against feeding deer and permits for eight-foot fencing. The next step depends on community behavior: awareness and a little distance prevent most conflicts before they start. Full details at **ashlandoregon.gov/Wildlife.**

- The City has relaunched the **Event Partnership Grant program**, offering funding to help local events boost overnight stays, drive visitor spending and promote Ashland as a top destination. Learn more and apply at **ashlandoregon.gov/EconomicDevelopmentGrants**.
- The **Coffee & Conversation** events for the season have been scheduled:
    - Wednesday, July 29, 11 a.m. to 1 p.m. at Garfield
    - Tuesday, August 25, 5 to 6:30 p.m. at North Mountain Park Pavilion
    - Wednesday, September 23, 3:30 to 5 p.m. at Enders Shelter in Lithia Park
    - Tuesday, October 13, 1 to 2:30 p.m. at the Oak Knoll Golf Course Clubhouse

  These gatherings are an opportunity to have a conversation with elected officials and City leadership.

City Manager's Report

- **Have you ever thought about serving your community by running for local office?** Ashland residents are encouraged to consider running for City Council, or the Park Commission. Your voice and experience can help shape the future of our community. Learn about candidate requirements, filing deadlines, and how to apply at **ashlandoregon.gov/Elections**. ***Better Together Starts with You!***
- 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**.
- Check out the **City of Ashland's Accomplishments Videos**, **youtube.com/cityofashlandor**.
- The City Emergency Management Coordinator, **Kelly Burns;** Police Chief **Tighe O'Meara,** and City volunteer **Charisse Sydoriak** presented the **Better Prepared Wildfire Series, "What's your plan?"** workshop on July 15, with over 400 residents in attendance! The event was hosted by **Ashland.news**. Community sponsors included Ashland Climate Collaborative and Rogue Valley Metaphysical Library. You can watch the event on demand at **ashlandoregon.gov/BetterPreparedSeries.**
- **Kelly Burns** also presented, **"Emergency Management, Stronger Together"** at the July OCCMA (Oregon City/County Management Association) Conference held in Ashland this year.
- On August 12, 6 to 7:45 p.m., **Ashland.news** and the City will present a webinar called, **"Wildfire & Insurance: What Homeowners, Businesses, and Renters Need to Know."** Register today at **ashlandoregon.gov/InsurableHomes**.
- **Make sure you are signed up for Emergency Alerts through Jackson Alerts!** Sign up for Ashland alerts at **ashlandoregon.gov/Alerts** and learn about other opt-in text alerts available in Ashland and Southern Oregon area.
- **Know Your Zone with Genasys Protect.** Whether on the go or on a desktop, residents can use the Genasys Protect app or website to view evacuation zones. Genasys Protect is a zone-based evacuation management platform that helps residents find their zone, check zone status and stay informed during emergencies such as wildfires, floods and earthquakes. Zone information comes from local emergency services, updates every fifteen minutes and lets you know which zones are impacted, and what actions to take. Download at the *App Store* or *Google Play*. Learn more about evacuation zones at **ashlandoregon.gov/EvacuationZones**.

COMMUNITY DEVELOPMENT:

- A **Community Resource Fair** will take place on Wednesday, September 9, 3:30 to 5:30 p.m. at the Bellview Grange in Ashland. Save the date – Details will be posted at **ashlandoregon.gov/CommunityResourceFair.**

FIRE & RESCUE:

- **As of July 17, Fire Danger in Southern Oregon is EXTREME; restrictions have increased.** Here's what you need to know:
    - Learn and follow all **fire restrictions at ashlandoregon.gov/FireSeasonInfo.**
    - The deadline for Ashland residents to clear dry vegetation on their property has passed. **If you see overgrown vegetation in your neighborhood, report it through SeeClickFix,** the City's non-emergency reporting tool, under "Weed Abatement Concern." Learn more at ashlandoregon.gov/WeedAbatement.
    - **Outdoor burning is no longer allowed.**
    - This summer, follow along in the City's ***Fire. Water. Get Ready.*, public awareness campaign at ashlandoregon.gov/GetReady and on Facebook and Instagram. Let's get ready! Better Prepared. Better Together.**

- **Know your fire weather terms.** Learn the difference between a **Red Flag Day** and a **Red Flag Day-PDS (Particularly Dangerous Situation)** at More at ashlandoregon.gov/FireWeather.

PARKS & RECREATION:

- Ashland Senior Services and the Ashland Police Department collaborated on the annual **Cookout for Seniors & Their Families** in Hunter Park on June 13. The event was well attended and enjoyed by all!

- At their June 16 meeting, the City Council approved construction bids for the **rehabilitation of the Hunter Park Tennis Courts, East Main Street Park, and the accompanying street improvements to East Main.**
- The ***Salt 'N Fire*** restaurant has relocated from the Greensprings Inn to the Oak Knoll Golf Course and is open for business!
- The **Pollinator Party in the Park** event was held in the Demonstration Gardens at North Mountain Park where 66 adults and children joined activities and garden tours to learn about the pollinator plants and how to make their garden more enticing to these important creatures.
- **Public Input is being taken on the proposed Lithia Park East Hillside Mt. Bike Trail.** More information on how to give public input and review the proposal at **ashlandoregon.gov/Parks**.
- The *Ashland Folk Collective and Epic* Ashland **free summer concert series** is underway! Shows start at 6 p.m. on Monday evenings at the Butler Memorial Bandshell in Lithia Park. Learn more at **ashlandoregon.gov/ParkEvents**.
- The **Ashland City Band Concerts** in Lithia Park this summer are Thursday evenings at 7 p.m., with pre-concert entertainment kicking off at 6:15 p.m. The concerts are held at the Butler Memorial Band Shell on Winburn Way and will continue through August. Details at **ashlandoregon.gov** (see events calendar).
- Explore the **Summer 2026 Parks & Recreation *PlayGuide*, subscribe and read the latest e-Newsletter** at **ashlandoregon.gov/Parks**. Registration is now open for activities occurring from May through August 2026. The Summer season includes Daniel Meyer Pool Swim Lessons, North Mountain Park and Senior Center Activities, Lithia Bandshell events and much more!
- The beloved **Splashpad in Garfield Park** is open for the season and will operate daily from 11 a.m. to 7 p.m. through Labor Day.

PUBLIC WORKS:

- Updates regarding **major projects** for the City are posted each month at **ashlandoregon.gov/MajorProjects.** Projects include the **Sewer Main Rehabilitation, East Main Park** and more.
- **ODOT will grind and patch asphalt downtown and on Lithia Way, August 24-27**. The City is assisting. Details coming soon at **ashlandoregon.gov/MajorProjects**.
- Looking to stay up to date this summer on **Water Conservation tips and recommendations?** Check out the weekly updates each Monday this season at **ashlandoregon.gov/WateringWeatherInformation.**
- **The 2025 Water Quality Report is now available.** From snowmelt and rainfall sources to your tap, Ashland's primary water source is Ashland Creek, collected at Reeder Reservoir. The City is pleased to report that all water treated meets and exceeds Oregon Health Authority and EPA water quality regulations. Information at **ashlandoregon.gov/Water.**

- **Keep your water meter clear.** Spring growth can creep over water meters fast. Water meters need at least one foot of clearance behind the box and two feet on each side. Fire hydrants need three feet on all sides. A quick trim now helps utility workers — and keeps your neighborhood safe. Questions? Contact Water Quality/Distribution Supervisor Dean LeBret at 541.552.2326.
- **Questions about TID ditch water?** The City maintains the TID (Talent Irrigation District) canal within city limits but does not operate the system. For water availability, outages and delivery questions, contact TID directly at **talentid-or.gov** or visit **ashlandoregon.gov/TID**.
- **Get a free water audit.** Want to lower your water bill or water your landscape more efficiently? The City of Ashland Water Resource Specialist **Eliza Sorenson** offers free water efficiency checkups year-round — covering sprinkler systems, indoor fixtures or both. Schedule yours through **SeeClickFix**, the City's non-emergency reporting tool.
- **Residential Backflow Prevention.** Protecting Ashland's drinking water is a shared responsibility. A backflow prevention device acts as a one-way gate, keeping contaminated water, chemicals or sewage from flowing backward into your home's clean drinking water supply. Oregon Administrative Rules and Ashland Municipal Code require annual testing of these devices by a certified and licensed tester to help preserve the high-water quality we all rely on. To find more information on backflow devices, testing requirements and how to keep your household protected, visit **ashlandoregon.gov/ResidentialBackflowPrevention**. Have questions? Email us at **publicworksinfo@ashlandoregon.gov**.
- **Supplemental water.** The City started supplementing the city water supply with TAP (Talent-Ashland-Phoenix) on June 16. The City is currently using approximately 2.1 MGD (Million Gallons per Day) from TAP and 2.8 MGD from Reeder Reservoir. Using TAP water helps to preserve our local reservoir for later in the summer. View the Reeder Reservoir Dashboard at **ashlandoregon.gov/ReederDashboard**.

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	LEAD STAFF
August 3	SERJAC Proclamation Recommendation	Per SERJAC request		SERJAC	Cotta
	Asante Payment Use Proposal	Per Dahle/Duquenne/Sherrel Request	Proposals presented by community groups	Council	Dahle/Duquenne/Sherrel
	Strategic Plan Engagement Results and Framework (1 hr.)	per plan timeline to meet with Council	informational with feedback & discussion	CMO	Cotta
	Reserve Fund (pending outcome of July 20 discussion)	Discussion regarding appropriate levels	informational presented with possible staff direction	Finance/CMO	
August 17	Food & Beverage Tax Amendment Process	Councilors DuQuenne/Bloom request			
	Annual APD Report	Per Council request (formerly Use of force report)	Informational	Police	O'Meara
	Building Permit Fee Adjustments / Community Development Fee review	Discussion regarding proposed fee increases and Comm Dev fee structure	informational	Com Dev/Finance	Goldman
	Gas Powered Lawn Equipment	Per CEPAC request	informational presented with possible staff direction	Conservation	Woodward
August 31	No Meeting - Summer Break	Per AMC 2.04.020			
September 14	Ambulance Service Area Discussion (tentative)	Per Council Request December 2025 Retreat	information presented with possible staff direction	Fire/CMO/Finance	
October 5	CBC/Council meeting mid BN Budget review/ forecasting	Council requested in July of 2025			
	Budget Direction and Priorities for BN 27-29: Revenue/ Funds	Per Council Request December 2025 Retreat	information presented with possible staff direction	Finance/CMO	
October 19	Budget Retreat				
November 2					
November 16					
November 30					
December 14	Standing Advisory Committee Annual Updates				
	TOPICS TO BE SCHEDULED				

DATE	BUSINESS MEETING - TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council Action	DEPARTMENT	LEAD STAFF
August 4	Exec. Session Real Estate				
	Hiroshima and Nagasaki Day Proclamation				
	Public Meeting Video retention policy resolution (tentative)				
	Review of Parks IPM for Consideration for Parks Adoption				
	Consideration of median re-design ad hoc/MAC				
	ORD AMC 2.04 Hearing and First Reading (tentative)				
	Second Reading ORD 3306 adding chapter 10.116 to the Ashland municipal code establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents				
	Public Hearing for - Legislative Planning Action PA-T1-2026-00297 a request for a "similar use" interpretation as provided at AMC 18.1.5.040 regarding the distinction between "private parking" and "public parking" as a regulated use	moved to date certain at the 6.16.26 Business meeting		CD	Goldman
	Civic Center Assessment/ versus hybrid/ versus retain all bldgs.	Direction given at 5/4 study session		PW	Scott Fleury
	Reso 2026-18 AUTHORZING AND APPROVING A STATE REVOLVING FUND LOAN AGREEMENT TO FINANCE WASTEWATER SYSTEM PROJECTS – WWTP Headworks Upgrade Project			PW	Chance Metcalf
August 12	Joint APRC/Council Meeting (APRC host)	Council requested joint financial reporting meetings			
	Quarterly Financial Report (April - June 2026)				

August 18	**Policy Update: AMC 18 and any related AMC related to building, planning & development process (60 min)**	CM Dahle/Sherrell requested. Materials to be submitted NLT 8/5			
	Childcare ad hoc committee proposal with named fund with ACHF	new business- request from ad hoc committee for long term funding			
	(tentative) Public Hearing and First Reading ORD 3307 An ordinance amending AMC 18.2.5.090, AMC 18.3.5.100, AMC 18.3.9.040, AMC Table 18.5.1.010, AMC 18.5.5.030.A, and AMC 18.6.1 to address the procedural requirements of Oregon Senate Bill 974 (2025) by allowing administrative approval of certain urban housing applications	State Legislation required amendments to Land Use Process	Approval of first reading	CD	Goldman/Severson
September 1	**No Meeting - Summer Break**	Per AMC 2.04.020			
September 15	**Second Reading ORD 3307 An ordinance amending AMC 18.2.5.090, AMC 18.3.5.100, AMC 18.3.9.040, AMC Table 18.5.1.010, AMC 18.5.5.030.A, and AMC 18.6.1 to address the procedural requirements of Oregon Senate Bill 974 (2025) by allowing administrative approval of certain urban housing applications.**	State Legislation required amendments to Land Use Process	Approval of Second reading	CD	Goldman/Severson
	(tentative) Public Hearing and First Reading ORD 3308 An ordinance amending AMC 18.5.3.060 with regard to the maximum flag drive grades for pre-existing lots of record	Relates to LUBA remand on Driveway grade variance	Approval of first reading	CD	Goldman/Severson
	Adoption of Strategic Plan (tentative)			CMO	Cotta/Rooklyn
October 6	**Indigenous Peoples' Day Proclamation**		Approval of first reading	CD	Goldman/Severson
October 20	**Second Reading ORD 3308 An ordinance amending AMC 18.5.3.060 with regard to the maximum flag drive grades for pre-existing lots of record**		Approval of Second reading	CD	Goldman/Severson
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				