Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, June 18, 2024
Council Chambers, 1175 E Main Street

Live stream via rvtv.sou.edu select RVTV Prime

HELD HYBRID (In-Person or Zoom Meeting Access)

Public testimony will be accepted for both general public forum items and agenda items.

Please complete the online Public Testimony Form
Submit your testimony no later than 10 a.m. the day of the meeting.

Revised 6/17/24

5:30 PM EXECUTIVE SESSION
To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing pursuant to ORS 192.660 (2)(i).

I. CALL TO ORDER

a. Land Acknowledgement**

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

a. Celebrating Juneteenth Proclamation
b. Pollinator Week Proclamation

V. APPROVAL OF MINUTES

a. Minutes of the June 3, 2024 – Study Session Meeting
b. Minutes of June 4, 2024 - Business Meeting

VI. SPECIAL PRESENTATIONS

VII. CITY MANAGER REPORT

VIII. PUBLIC FORUM

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

IX. CONSENT AGENDA

a. Liquor License Approval for O'Berons
b. Contract Awards for Chemicals Acquisition

X. PUBLIC HEARING

a. Second Reading - ORD 3237 An Ordinance Relating to Amending AMC 2.28 to add the Department of Innovations and Technology (DoIT)
b. Second Reading - ORD 3241 An Ordinance for Right of Way Vacation of a Portion of Meadows Drive
c. Second Readings on ORD 3238, an ordinance adopting amendments to Chapters 15.04; 15.10; 15.16; 15.20; and 15.36 of Title 15 "Buildings and Construction" and

ORD 3239 amending section 2.22.101 "Established Membership of the Building Board of Appeals" of Title 2 "Administration" of the Ashland Municipal Code.

XI. UNFINISHED BUSINESS

a. City Manager Performance Review

XII. NEW BUSINESS

a. SERJAC Report and Recommendation

XIII. ORDINANCES, RESOLUTIONS AND CONTRACTS

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

XV. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Manager's office at 541.488.6002 (TTY phone number 1.800.735.2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I).

* 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, ashland.or.us/Agendas.asp

CITY OF ASHLAND
Better Together

A Proclamation Celebrating Juneteenth

WHEREAS: President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863; and

WHEREAS: News of the Emancipation Proclamation did not reach parts of the southern and southwestern United States until June 19, 1865; and

WHEREAS: For two years, enslaved Black Americans in Texas remained in brutal bondage, immorally and illegally deprived of their freedom and basic rights; and

WHEREAS: The 19th of June, referred to as Juneteenth has been commemorated as the de facto ending of slavery by African American communities for over 150 years; and

WHEREAS: The State of Oregon enacted "black exclusion" laws preventing African Americans from settling in or owning property in the state; and

WHEREAS: We are reminded that America's struggle for independence did not end in 1776 or 1865, but continues to this day; and

WHEREAS: The City of Ashland is committed to recognizing its history of racial discrimination and exclusion.

NOW, THEREFORE, I, Tonya Graham urge Ashland to reflect on how far we have come and take stock of how far we must go, and to celebrate June 19 and the emancipation of all Black Americans, to commit together to eradicate systemic racism and to honor all those who have lived and died in pursuit of racial justice and social equity. In Ashland we are better together.

Dated June 18, 2024

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder

Better Together

CITY OF ASHLAND
Better Together

A PROCLAMATION FOR BEE CITY USA POLLINATOR WEEK

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the City of Ashland manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and

WHEREAS, the City of Ashland provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, do hereby proclaim the week of June 11-24, 2024, as our municipality's observance of

National Pollinator Week
and, as Ashland is an affiliate of
Bee City USA ®
do urge all citizens to recognize this observance.

Making The World Safer For Pollinators
Bee City USA®
One City At A Time
beecityusa.org

Dated this 18th day of June 2024

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder

Better Together

ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
June 3, 2024

I. Call to Order

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

Mayor Graham and Councilors Hyatt, Dahle, Hansen, DuQuenne, and Kaplan were present. Bloom was absent.

II. PUBLIC FORUM

Brent Thompson / Ashland. Spoke about planning actions in the 1980's near Walker and Peachey streets when the Planning Commission considered what proof was needed before annexing land. The intent was that future annexation requests would need to show a need due to inadequate supply. Through the buildable-lands inventory, it was determined that the City had enough land to get buy until 2050 if creative. Thompson believes the City is still moving in that direction, and he is pleased. He commended Goldman and his team for encouraging Additional Dwelling Units over annexation of land on the perimeter to increase multi-family dwellings.

III. Buildable Lands Inventory Update

Community Development Director Brandon Goldman and Senior Planner Aaron Anderson provided a presentation (see attached).
Topics included:

- Introduction - Goldman clarified that the section of land use code referenced by Thompson earlier, requiring a demonstration of less than a five-year supply before annexation of new land, was removed about 5 years ago from the code. Currently, the annexation requirement is to demonstrate conformance with the underlying zoning and the City's comprehensive plan with an application. The findings still found that there is adequate land for the 20 years required.
- What is it, what it isn't
- Key Finding of the 2019 Buildable Lands Inventory (BLI)
- Housing Capacity Analysis (HCA) - completed in 2021 details the amount of future housing needed by type based on expected population growth.
- Housing Production Strategy (HPS) - completed in 2023 lays out policies and actions to address the HCA findings
- Population modeling
- Age Structure
- Household size
- Analysis
- BLI Categories
- City Area
- Distributions of dwellings
- Conclusions

Kaplan asked for confirmation that the Housing Capacity Analysis slide showed capacity for high density residential, even before adding the Croman Mill district, which Goldman confirmed adding it is R-3 zoning at 20 units/acre. Kaplan spoke of the Croman Mill District, if developed, would be a climate friendly and equitable community at a minimum of 15 units per acre and asked about the Railroad yard zoning. Goldman spoke that the Railroad is not a residentially zoned property, but there is a residential overlay that includes most of that property and is zoned E-1 with up to 15 units per acre. Goldman clarified that this zoning does not preclude development of commercial only units, but if residential units are proposed it must be at a minimum of 15 units per acre.

Hansen pointed out the Key Findings on the BLI slide included production of 90 dwelling units per year over the last six fiscal years. Graham added that 540 units were added in the last six years, and that the City is planning for 858 over the next 20 years. The City could perform a new BLI at some point in the future as deemed necessary. Goldman noted that the population growth would be provided to Portland State University (PSU) and along with any new zoning within the City which may indicate when a new BLI should be done. Dahle asked how the City could keep up in real time with demand rather than waiting for population growth projections from PSU. Goldman responded this was a requirement by the State, but the City could contract for its own study which could not be used for planning purposes under state law but could inform decision making and policy in considering if the City was keeping up with growth. Kaplan asked how projected demand for dwellings is adjusted to reflect actual local use, such as second dwellings. Goldman clarified the HCA includes the BLI as only one factor with vacancy rates, people-per-household, and use for vacation rentals as other substantive factors.

Anderson continued the presentation covering Population Modeling with PSU. Compared to surrounding sub-areas, Ashland is growing at a slower rate and with an increase in older residents along with a decrease in younger residents. Anderson added Ashland has 10% of dwellings at four or more persons per household compared to the County and State percentage of 20%. Anderson presented examples of changes from projected to actual developments from the 2019 and 2024 BLI's. DuQuenne asked if the changes in developments from 2019 to 2024 were market rate or affordable housing types of developments. Goldman responded they were market rate developments, and Graham added this was to be expected for these types of unsubsidized applications. Goldman added that while they were market rate developments, the market trend was towards smaller units at higher density that might be more attainable though not technically considered affordable through subsidies. Hyatt spoke that the Transit Triangle policy the City established, combined with the recent changes in Oregon Revised Statutes (ORS) are resulting in greater opportunities for infill at higher densities. Goldman added that the Transit Triangle policy provided the opportunity and the changes in ORS made it even more clear. With the parking requirements lessened or removed, there is more potential for higher density development.

Anderson concluded his presentation by summarizing that the BLI shows the City exceeds the forecasted demand for new dwellings within the city limits and Urban Growth Boundary (UGB). The Planning Commission reviewed and recommended approval of the BLI, although formal adoption cannot happen until July 16, 2024, due to timelines for State notification.

Hyatt spoke about adjacent properties that share common ownership could potentially be combined for even higher density than the potential for each lot. Goldman confirmed and added that even more potential is marked for commercial developments that may add residential units on top. Dahle asked about vacant and partially vacant lands that are owned by the City, and Goldman spoke that city-owned land, if or when declared as surplus, could provide additional unit capacity. Graham thanked Goldman and Anderson for bringing the data together in a way that could be clearly presented and understood, which helps the Council to make policy decisions.

IV. Land Banking

Brandon Goldman provided a presentation (see attached) on Land Banking as one of the 15 strategies identified in the Housing Production Strategy. A number of steps for land banking were outlined:

- Policy direction from City Council on the role the City should take in land banking
- Inventory of publicly and privately-owned properties
- Partner with and contribute funds or land to an existing non-profit land bank
- Partner with and contribute land to a community land trust
- Acquire land or maintain existing land until it can be made available to develop as affordable housing

Graham asked about the non-profit land bank and Goldman responded such an entity does not exist. However, the Housing Production Strategy identified this as an avenue that could be developed and worth exploring. Goldman spoke to the City's role in assisting with acquiring land for housing production and provided an example of the Clay Street property: the City purchased a ten-acre property in concert with the Housing Authority of Jackson County, who determined they could do a 60-unit development with three acres. The City purchased the ten acres and retained seven acres under City ownership. Four acres earmarked as open space in the form of wetlands and parks and three acres for future availability to sell for residential development. The City held the property and then later was able to sell it to the Housing Authority when they were ready to do another development. This provided subsidy in the form of selling the property to the Housing Authority at the purchase cost rather than at market rates. In the case of recent annexations, developers were obligated by the City to provide a percentage of affordable housing and worked cooperatively with Habitat for Humanity to build some of those units. Developers have looked for alternative organizations that can accept the land dedication so that the market rate development portion can proceed. Kaplan asked if the risk taken and the process that unfolded with the aforementioned Clay Street property could be considered informal land-banking, which Brandon confirmed. Kaplan asked if the same process could be looked at with surplus land, which Goldman confirmed, adding that it also depends on the zoning of the land in question as to what could be developed. DuQuenne asked if other city-owned properties, such as one on Clay Street that is fenced in, could be developed to incorporate childcare options. Goldman confirmed this site could indeed provide residential development, and childcare facilities can be located in those areas. Graham asked if land-banking could include other uses such as co-locating childcare, and Goldman confirmed, adding that parks and open space is another land banking strategy.

Goldman continued his presentation by showing maps that compared available vacant and partially vacant land for lots with various residential development capacities on those lots. Kaplan and Hansen asked about specific properties on the maps and Goldman explained how

they were categorized as vacant and/or partially vacant based on development potential. Graham asked if the definition of 'dwelling units' was 500 square feet or more and Goldman responded they have approved smaller units if the conditions are met, as small as 160 square feet. Goldman explained that units less than 500 square feet in size count as three quarters of a unit in density calculations. Goldman continued his presentation reviewing specific City Surplus Land that was discussed by City Council in June of 2022.

Hyatt asked about the status of a building approved by the current council to house a vacuum truck and Street Sweeper on the City's Hardesty property. Sabrina will follow up with Scott Fleury to answer that question. Graham and Kaplan asked if other potential uses of that land are being discussed. Goldman said he could bring that specific property plan back to Council. DuQuenne asked if the B-Street property could be used for housing. Goldman clarified that it is zoned for employment, but could also be used as affordable housing, as State Law outlines that affordable housing is an outright permitted use in all zones. Hansen asked about the process for developing these properties. Goldman replied that the City would want a clear timeline for when operations could be relocated before issuing a request for proposals, deed-restricting the property, or working with a non-profit developer for a proposal. Cotta added this is the intent of the surplus property strategy that would be informed by the Council's considerations of using land banking or other means in achieving its goals. Graham spoke about the discussion today about land banking as setting the stage for the larger strategy discussion.

Hansen asked about budgeting for this strategy for the next budgetary cycle. Cotta responded that the finance department is looking at projections for the next budgetary cycle to consider how to allocate available funds beyond obligated services. Cotta suggested a discussion of longer-term mechanisms for accumulating funds to utilize for land-banking, if desired, as that may take more than one budget cycle to accomplish depending on the strategy and project scopes that are decided. Hansen asked if current investments could be reallocated for the purpose of land banking. Cotta clarified that some investments are in the general fund while others are not, and the finance department would need to examine what is possible based on the identified project and strategy.

Graham spoke about changes in funding at the State level, shifting from allocating funds for shelter beds towards housing with funding likely available for purchasing and land-banking if there is a clear partnership in place that will develop land quickly. Graham added the bigger strategy discussion is timely as grant funding and other funding mechanisms to support housing and resilience are in development currently. Graham asked what direction Goldman needed from Council. Goldman spoke of land-banking as one of the 15 strategies to be undertaken in 2026. If there are funds available for acquisition of land, the City could be aware of those grant opportunities and pursue them with the idea of land-banking as a repository for the land, and the City would need a plan for development as part of that package. Goldman mentioned the disposition of the surplus City property and if it is reserved for future housing development is a Council discussion item. He reminded the Council of other strategies that were identified for 2024-25 such as the Manufactured Home Development and Community Land Trust. Graham asked about the timeline for the Manufactured Home zoning, Goldman spoke of a grant received from the Department of Land Conservation and Development to assist with this and the scope of that work is until May 2025. Graham asked if that meant

waiting until after May 2025, and Goldman responded that depended on the type of work needing to be done. Graham suggested the Council develop a work plan to 1) set the policy direction for the land-bank, 2) set direction for individual smaller pieces of City-owned land, and 3) define what types of properties constitute opportunities for development with current financial limits that staff can watch out for. Kaplan spoke that the discussion of whether the City would like to partner with the Community Land Trust that is currently working to build capacity is important. Graham added this ties to the overarching Housing Production Strategy discussion. Hyatt asked about the other projects Goldman's department is working on, and if the Council needed to curtail the workload accordingly. Goldman shared consultants are assisting on some of those other projects but that certain limitations exist with limited Council and Planning meetings. Graham spoke of not wanting to overload staff, but that some of the resources becoming available have a limited window of opportunity. Graham asked if the Council guidance so far was sufficient for Goldman to continue. Cotta asked for clarification around 1) the property the City owns if the Council is interested in pursuing possible development options if state funding becomes available; 2) looking at acquiring more land for land-banking in which Cotta suggested identifying parcels the City would be interested in acquiring should they become available, and making that publicly; and 3) staff would consider how the City could be involved in developing a partnership with a community land-trust and bring those ideas back to Council for direction. Hansen spoke about adding exploration of budgetary potential and limitations involved with these items. Graham asked if the Council would like to be apprised of opportunities for land acquisition that may arise unexpectedly and noted Councilors nods of affirmation. Cotta reminded Council that Parks had lands inventoried and budget appropriated for such acquisition, which is not present here so Council would need to understand that if such an opportunity arose, other work items may need to be deferred. Graham asked Goldman if he had direction needed, which he confirmed.

V. ADJOURNMENT

The meeting was adjourned at 7:26 p.m.

Respectfully submitted by:

_____

City Recorder Alissa Kolodzinski

Attest:

_____

Mayor Tonya Graham

CITY OF ASHLAND

Better Together

2024 Buildable Lands Inventory

CITY COUNCIL
STUDY SESSION
JUNE 03, 2024

Introduction

The purpose of conducting an update of the "Buildable Lands Inventory" (BLI) is to quantify the amount vacant and partially-vacant land available within the City of Ashland (City Limits and Urban Growth Boundary). In combination with the Housing Capacity Analysis (2021), Housing Production Strategy (2023), a BLI allows a community to determine whether there exists an adequate supply of buildable land to accommodate future housing and business development.

The BLI was last updated in 2019.

What it is, what it isn't

What it is:

- An inventory of land, and a lower end estimate of number of dwelling those lands could support.

What it is not:

- A projection of number of dwellings that will be built

Does not amend any policies and only serves to provide a factual accounting of the City's buildable land inventory

Key Findings of the BLI

- Within the City limits there are 288 net buildable acres across all zones. There are 630 net buildable acres of land within the UGB out of a gross area of 985 acres.

- Over the last 13 years the city has consumed 10.2 acres per year.

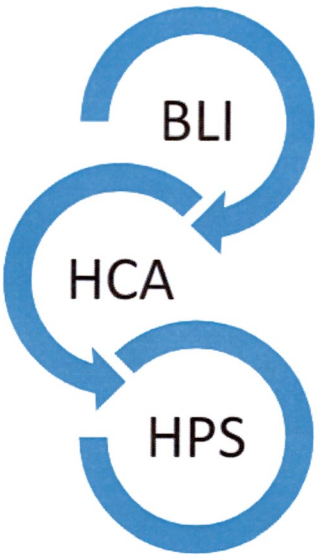
Key Findings of the BLI

- Within the City it is estimated that 1,407 dwellings can be accommodated. The area in the UGB is projected to be able to support an additional 1,303 possible dwellings for a total of 2,710 dwellings in the combined City Limits and UGB.

- Over the last six fiscal years the city has produced 90 dwellings units per year.

Background

- 2019 Buildable Lands Inventory
- Housing Capacity Analysis (Completed in 2021)
  - Details the amount of future housing needed by type based on expected population growth
- Housing Production Strategy (Completed in 2023)
  - Lays out policies and actions to address the HCA findings



Housing Capacity Analysis (HCA) 2021

- The 2021 Housing Capacity Analysis determined that the needs 43 dwellings produced per year to meet expected demand.
- 858 over the twenty-year planning period
- This is the projected number of dwellings needed for expected new population over the time.

Housing Capacity Analysis (HCA) 2021

Exhibit 71. Preliminary comparison of capacity of existing residential land with demand for new dwelling units and land surplus or deficit, Ashland UGB, 2021 to 2041
Source: Buildable Lands Inventory; Calculations by ECONorthwest.

*Note: Low Density Residential includes SFRR, Low Density, Single family residential, and North Mountain
Commercial & Employment includes Commercial, Employment, Downtown, Health Care, and Southern Oregon University

Plan Designations *	Capacity in City Limits (Dwelling Units)	Capacity in Urbanizing Area (Dwelling Units)	Demand (Dwelling Units)	Capacity in City Limits less Demand (Dwelling Units)	Capacity in Urbanizing Area less Demand (Dwelling Units)
Low Density Residential *	590	396	222	368	396
Suburban Residential	1	43	18	-	26
Normal Neighborhood	-	474	231	-	243
Multifamily Residential	177	172	172	5	172
High Density Residential	129	-	95	34	-
Croman Mill District	83	**160**	34	49	160
Commercial & Employment *	475	**54**	86	389	54
Total	**1,455**	**1,299**	**858**	**845**	**1,051**

Housing Production Strategies(HPS) 2023

A. Evaluate participating in or establishing a land bank.

B. Evaluate opportunities to participate in a land trust.

C. Host educational events with the Housing and Human Services Advisory Committee or other organizations.

D. Develop an equitable housing plan.

E. Disallow SFD in High Density R-3 Zone.

F. Evaluate increasing allowances for residential dwellings in commercial and employment zones.

G. Maintain quality and support preservation of existing manufactured home parks.

H. Increase development capacity of MFR dwellings through changes to the Land Use Ordinance.

I. Implement the Multiple Unit Property Tax Exemption (MUPTE) to support multifamily or affordable housing.

J. Preserve and improve existing low-cost, unregulated rental housing.

K. Work with partners to support development of additional permanent supportive housing.

L. Evaluate opportunities to improve energy efficiency and reduce GHG emissions during housing development.

M. Establish a Construction Excise Tax.

N. Evaluate using Urban Renewal or other financing tools.

O. Identify additional funds to support the Affordable Housing Trust Fund.

2024 Buildable Lands Inventory

Demographics

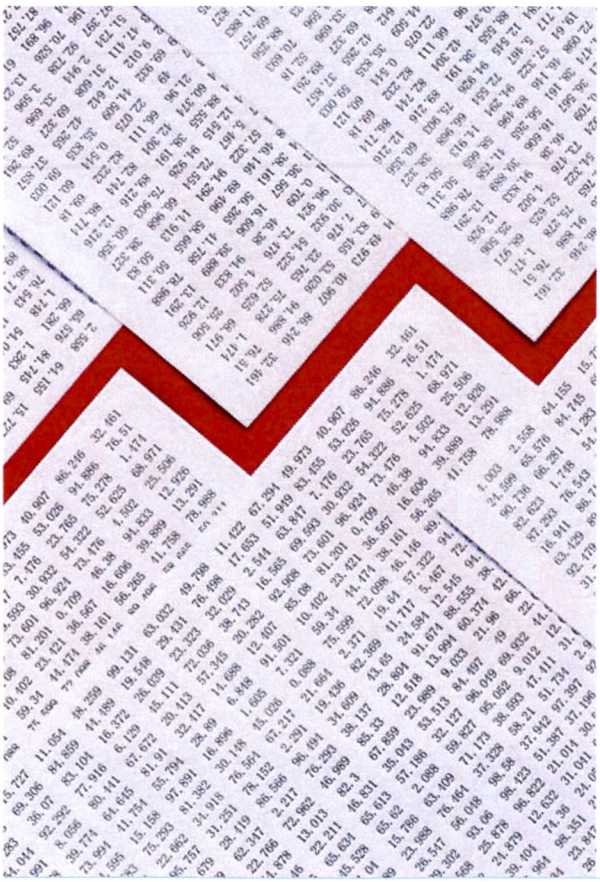
- Population / age structure

Assumptions

- ADU/Duplex
- Mixed Use Development

Land Supply / Building Data

BLI Map / vignettes



Demographics

Age Structure and Population

Population Modeling (PSU)

Population rate of growth
- Birth / Death
- Migration

Multiple methods to reconcile UGB / County growth

Vacancy rate / Household size

Historical Housing Production

For smaller communities, the uncertainty increases

Development Size vs Capacity

Population

Chen, C., Sharygin, E., Whyte, M., Loftus, D., Rynerson, C., Alkitkat, H. (2022). Coordinated Population Forecast for Jackson County, its Urban Growth Boundaries (UGB), and Area Outside UGBs 2022-2072. Population Research Center, Portland State University

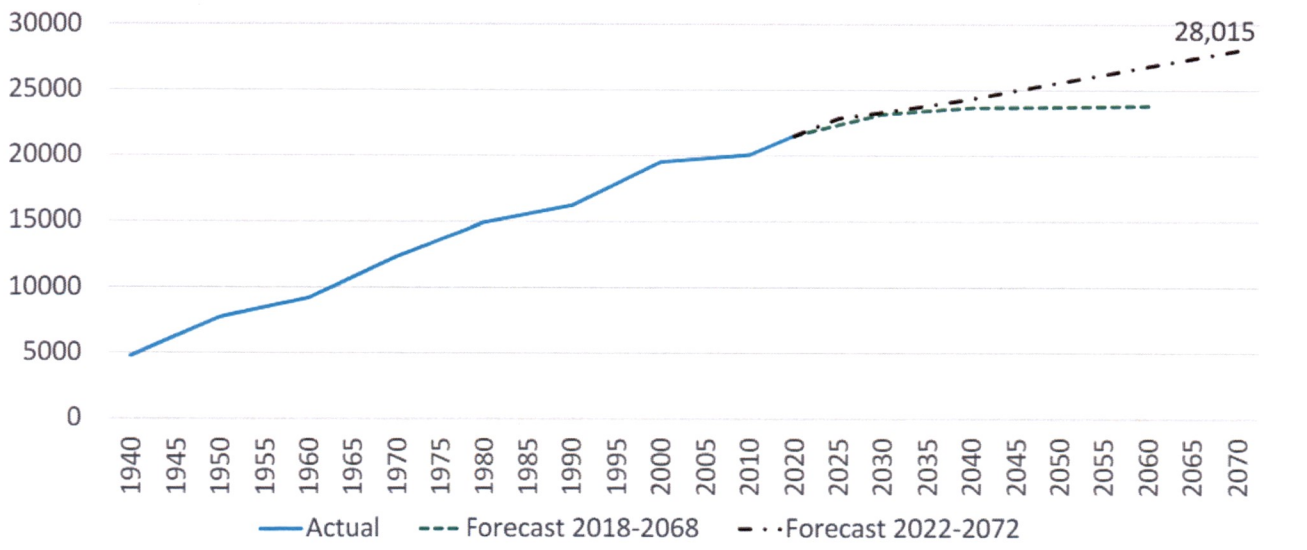
Table 2. Historical and forecasted population and AAGR in Jackson County and its sub-areas.

	Historical			Forecast				
	2010	2020	AAGR (2010-2020)	2022	2047	2072	AAGR (2022-2047)	AAGR (2047-2072)
Jackson County	203,206	223,259	0.9%	228,380	276,013	318,713	0.8%	0.6%
Larger Sub-Areas								
Ashland	20,626	21,897	0.6%	22,553	25,208	28,257	0.4%	0.5%

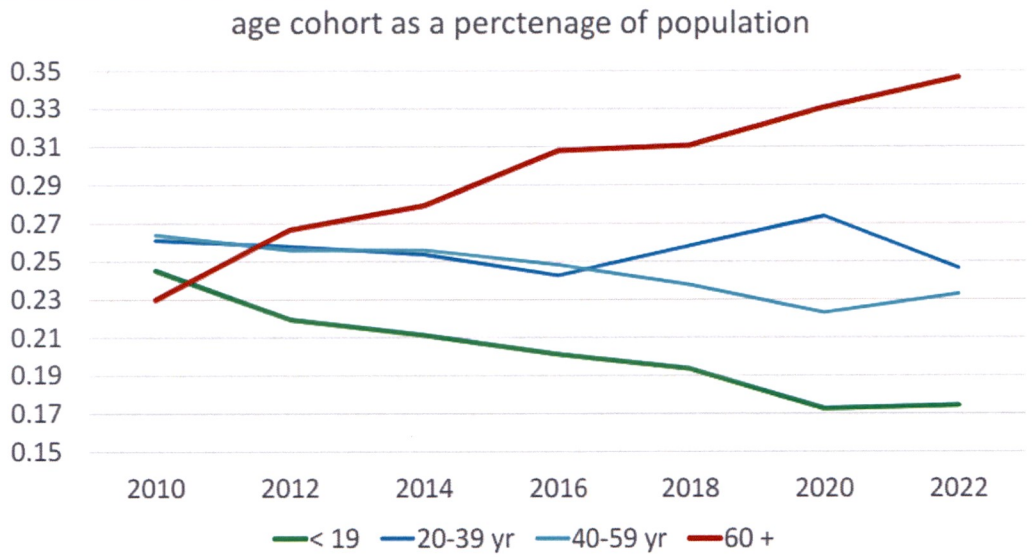
Table 2. Historical and forecasted population and AAGR in Jackson County and its sub-areas.

	Historical			Forecast				
	2010	2020	AAGR (2010-2020)	2022	2047	2072	AAGR (2022-2047)	AAGR (2047-2072)
Jackson County	203,206	223,259	0.9%	228,380	276,013	318,713	0.8%	0.6%
Larger Sub-Areas								
Ashland	20,626	21,897	0.6%	22,553	25,208	28,257	0.4%	0.5%
Central Point	17,736	19,565	1.0%	20,876	24,383	27,428	0.6%	0.5%
Eagle Point	8,508	9,760	1.4%	10,080	12,320	14,355	0.8%	0.6%
Medford	76,733	87,881	1.4%	91,116	128,513	162,880	1.4%	0.9%
Smaller Sub-Areas								
Butte Falls	423	443	0.5%	454	440	483	-0.1%	0.4%
Gold Hill	1,228	1,344	0.9%	1,395	1,442	1,606	0.1%	0.4%
Jacksonville	2,785	3,043	0.9%	3,148	3,403	3,821	0.3%	0.5%
Phoenix*	4,774	4,689	-0.2%	4,676	5,827	6,135	0.9%	0.2%
Rogue River	2,714	3,080	1.3%	3,154	3,714	4,092	0.7%	0.4%
Shady Cove	3,050	3,263	0.7%	3,313	3,709	4,992	0.5%	1.2%
Talent	6,123	6,379	0.4%	6,330	8,389	10,270	1.1%	0.8%
Outside UGBs	58,506	61,915	0.6%	61,282	58,666	54,394	-0.2%	-0.3%

Population



Age Structure



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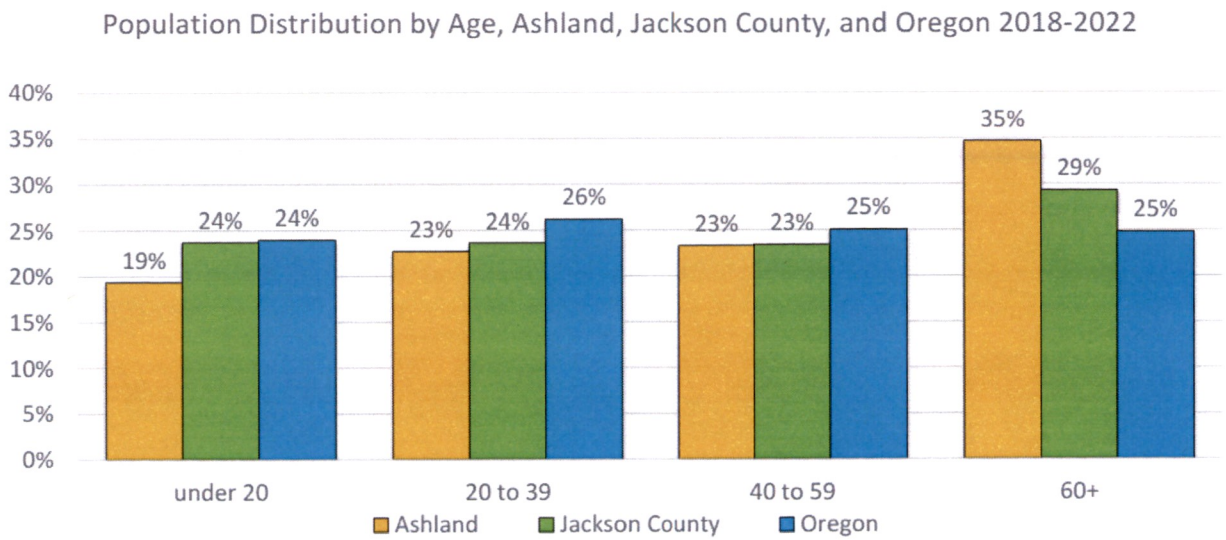
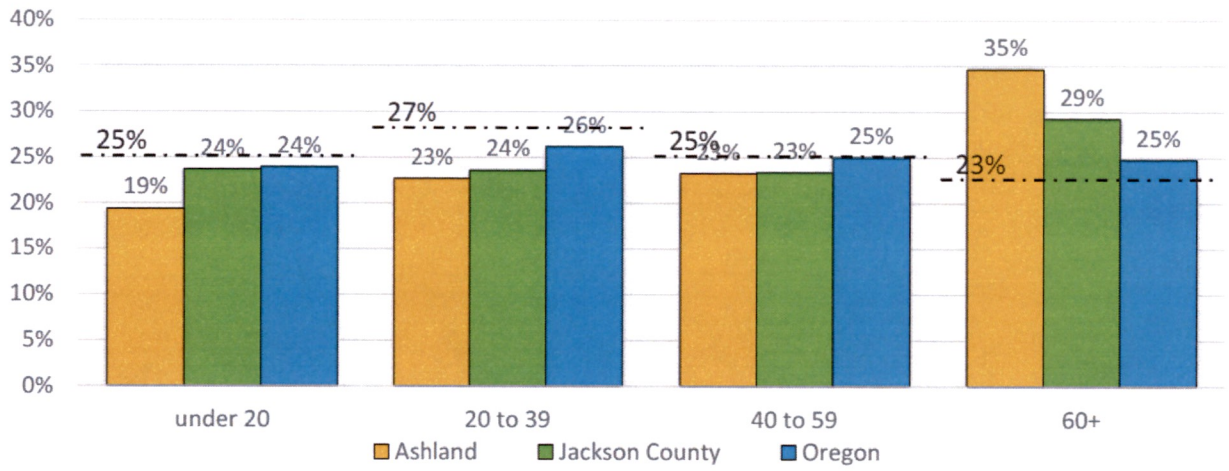
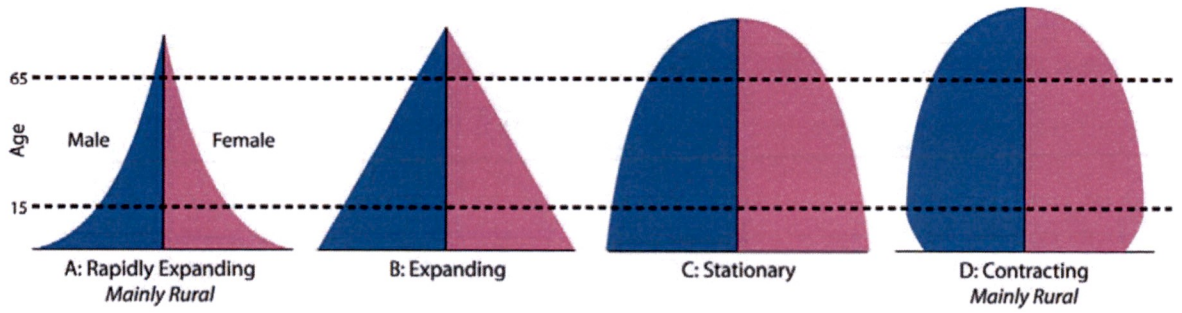
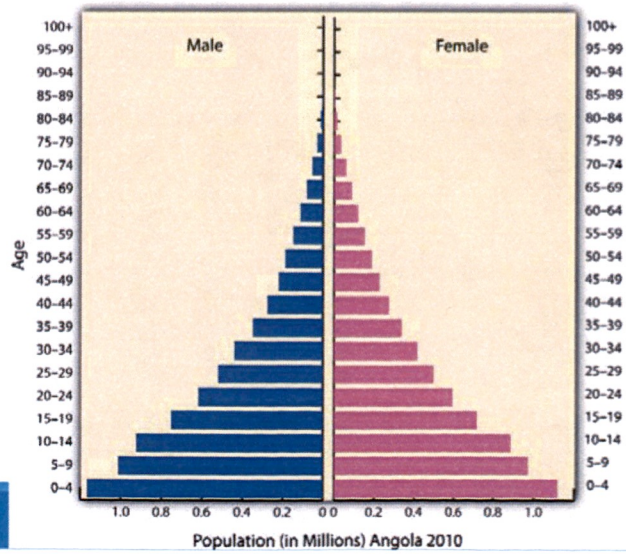


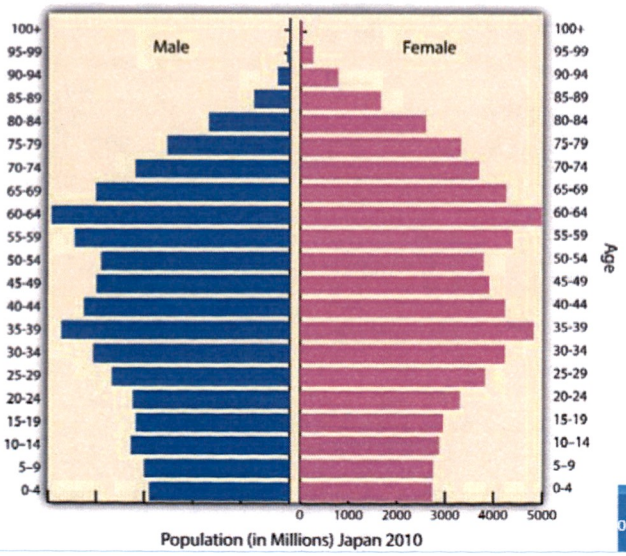
Age Structure

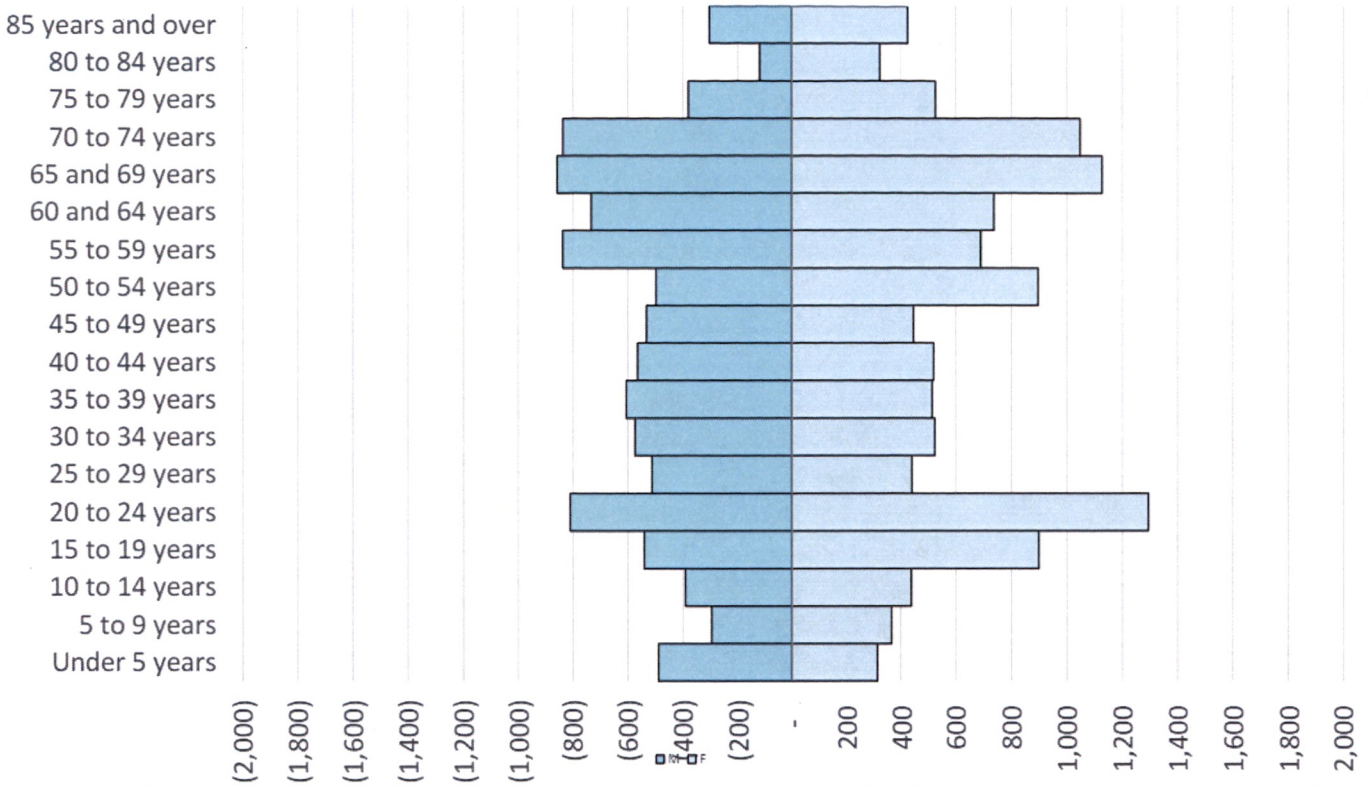
Population Distribution by Age, Ashland, Jackson County, and Oregon 2018-2022



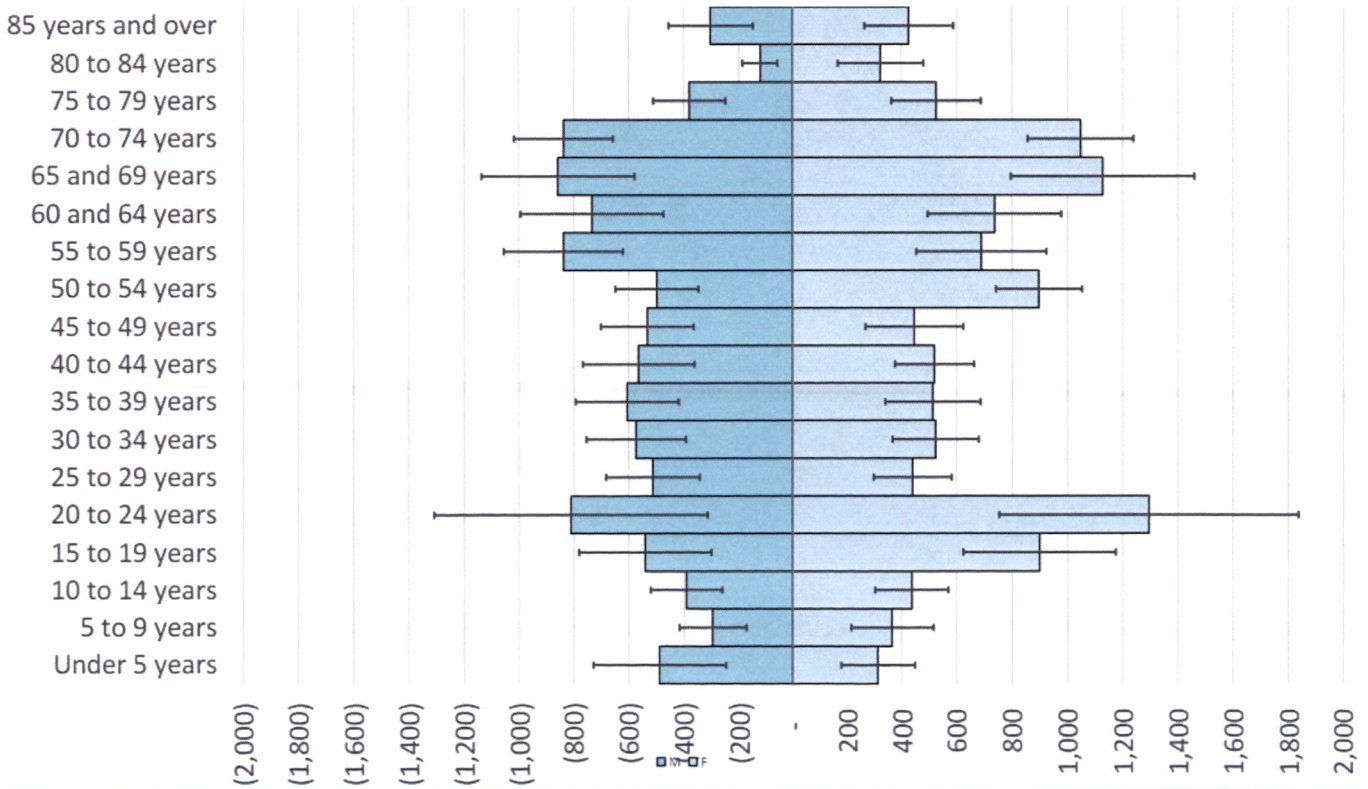







85 years and over
80 to 84 years
75 to 79 years
70 to 74 years
65 and 69 years
60 and 64 years
55 to 59 years
50 to 54 years
45 to 49 years
40 to 44 years
35 to 39 years
30 to 34 years
25 to 29 years
20 to 24 years
15 to 19 years
10 to 14 years
5 to 9 years
Under 5 years
(2,000)
(1,800)
(1,600)
(1,400)
(1,200)
(1,000)
(800)
(600)
(400)
(200)
-
200
400
600
800
1,000
1,200
1,400
1,600
1,800
2,000

21


85 years and over
80 to 84 years
75 to 79 years
70 to 74 years
65 and 69 years
60 and 64 years
55 to 59 years
50 to 54 years
45 to 49 years
40 to 44 years
35 to 39 years
30 to 34 years
25 to 29 years
20 to 24 years
15 to 19 years
10 to 14 years
5 to 9 years
Under 5 years
(2,000)
(1,800)
(1,600)
(1,400)
(1,200)
(1,000)
(800)
(600)
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200
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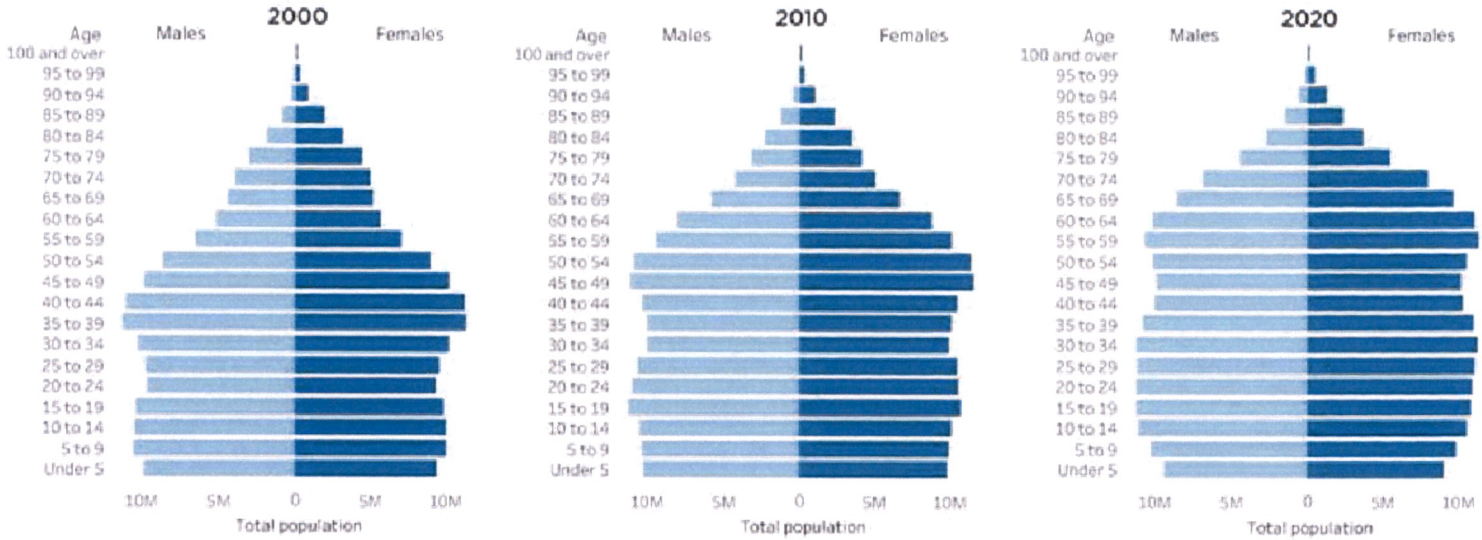
1,400
1,600
1,800
2,000

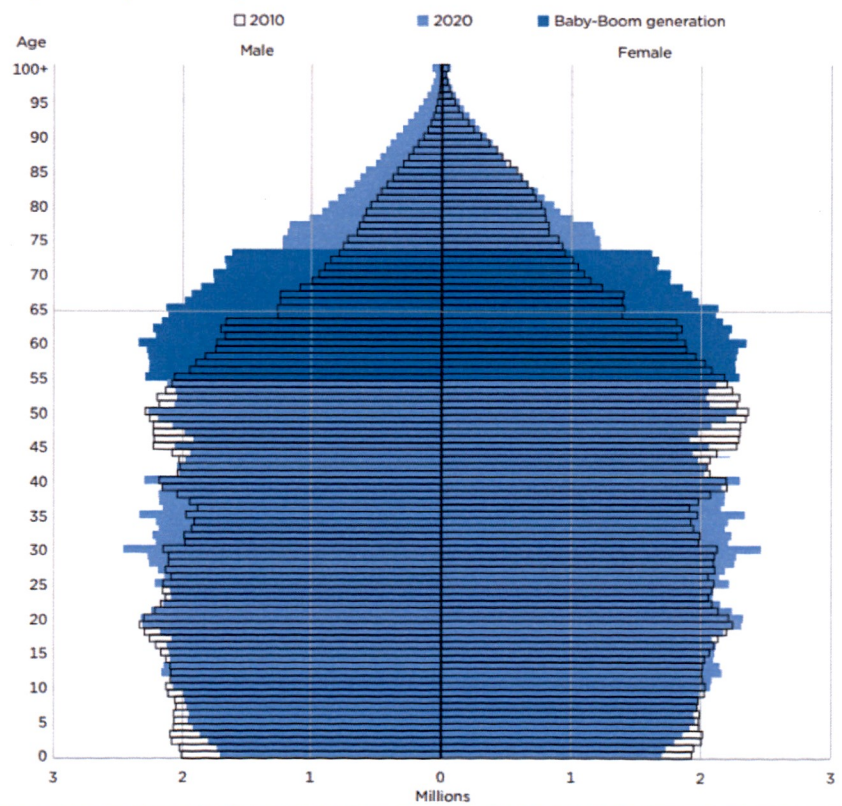
22

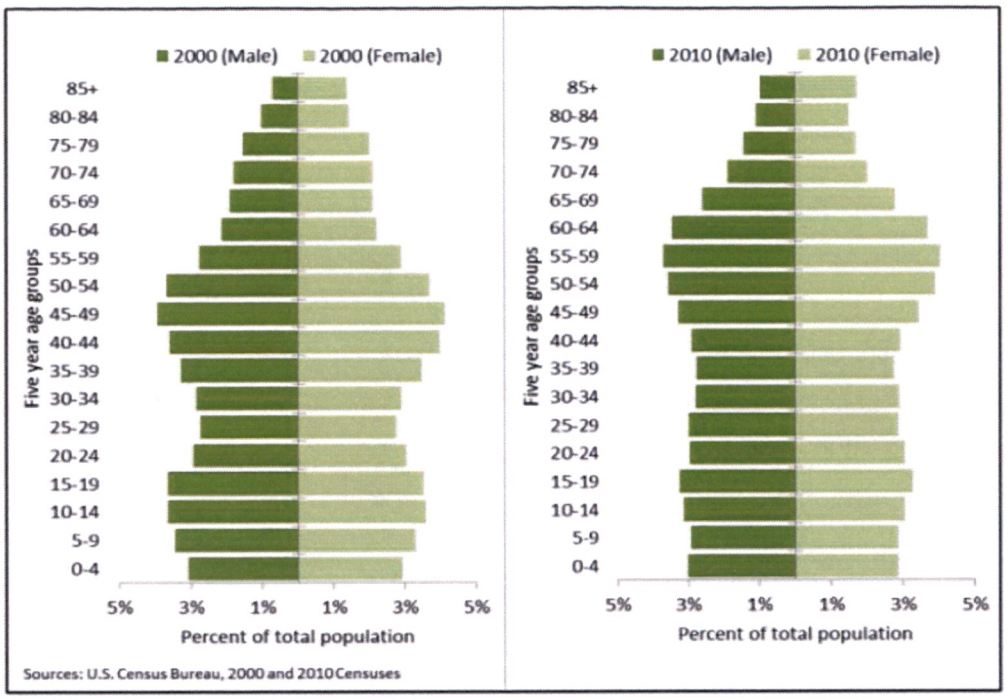


Source: U.S. Census Bureau, Census 2000 Summary File 1 (SF1), 2010 Census Summary File 1 (SF1) and

US Population Pyramid

Figure 3.
Population by Sex and Age: 2010 and 2020



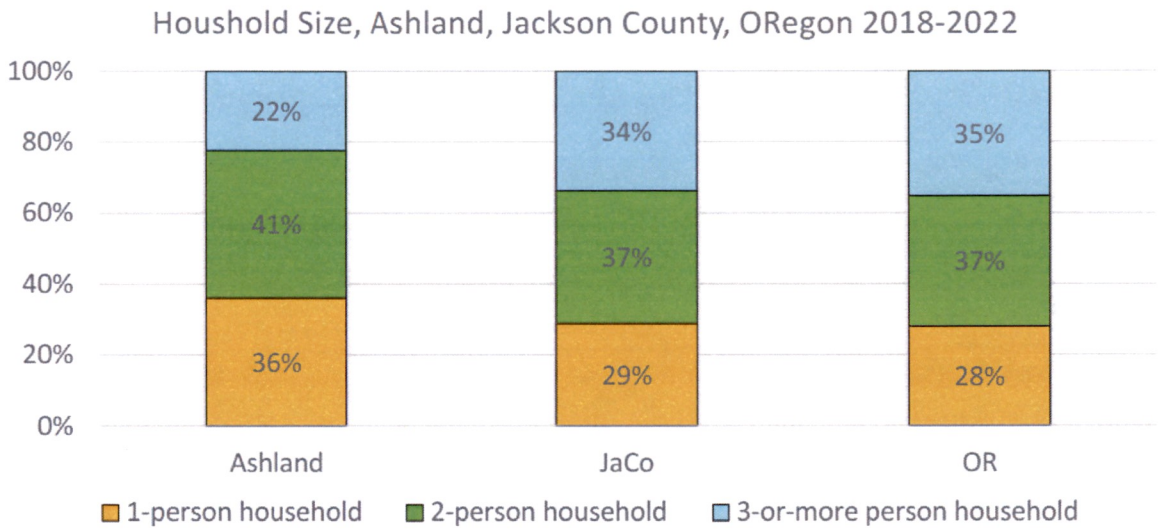


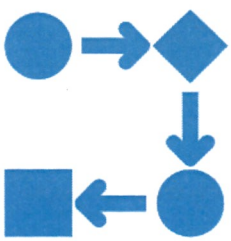
Jackson Count Population Pyramid

Household Size

	Ashland city, Oregon		
	2018-2022 Estimates	2013-2017 Estimates	Statistical Significance
HOUSING TENURE			
Occupied housing units	10,120	9,719	
Owner-occupied	52.8%	54.1%	
Renter-occupied	47.2%	45.9%	
Average household size of owner-occupied unit	2.19	2.02	*
Average household size of renter-occupied unit	1.84	2.11	*

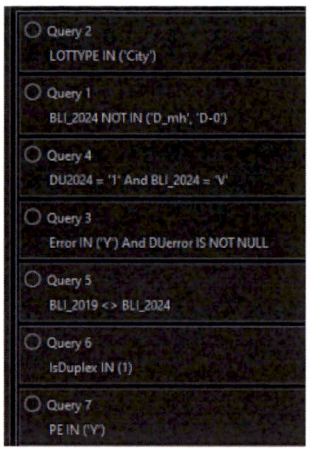
Household Size





Process

Geospatial Data & Sources



- GIS special data of current parcels
  - Join Building Permits, Join previous 2019 BLI
- Definition Queries used extensively to then classify changes to development status
- Same as previous years

Analysis

Used GIS to determine Net buildable area

Density was based on zone to determine number of dwellings of potential development likely.

Dose not take into account potential ARU's and duplexes on existing lots.

Mixed Use Housing calculated at 50% allowed density

These combine to create a conservative estimate of development potential

BLI Categories

Buildable Lands Inventory

- Vacant
- Partially Vacant
- Vacant/Open Space-Park
- Vacant/Airport
- Vacant/Parking
- Vacant/Undevelopable

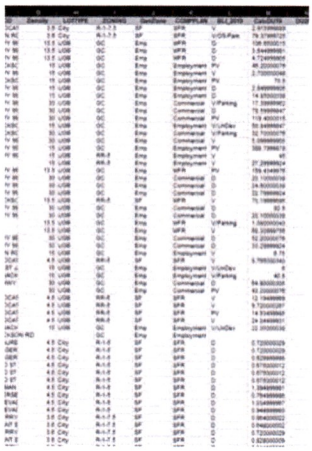
Vacant

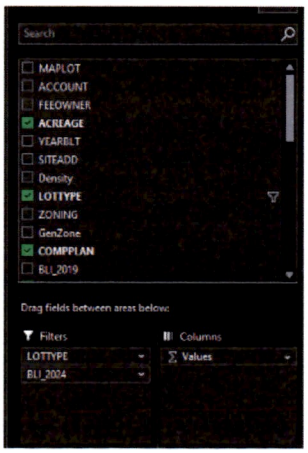
Vacant lots were those parcels that were free of improvements (structures) and were available for future residential or commercial development.

Partially Vacant

Partially vacant have improvements on site, but have additional buildable acreage to accommodate future development.

Tabular output (spread sheet)





9126 records with over 30 fields of data

- Zoning & Comp Plan, City/UGB, Acreage, previous BLI status, area constrained, net buildable area, land value, improvement value, previous land and improvement values, calculated dwellings, adjusted dwellings, etc.

Pivot tables were used for summarizing the datasets. Pivot tables are one of Excel's most powerful features. A pivot table allows you to extract the significance from a large, detailed data set.

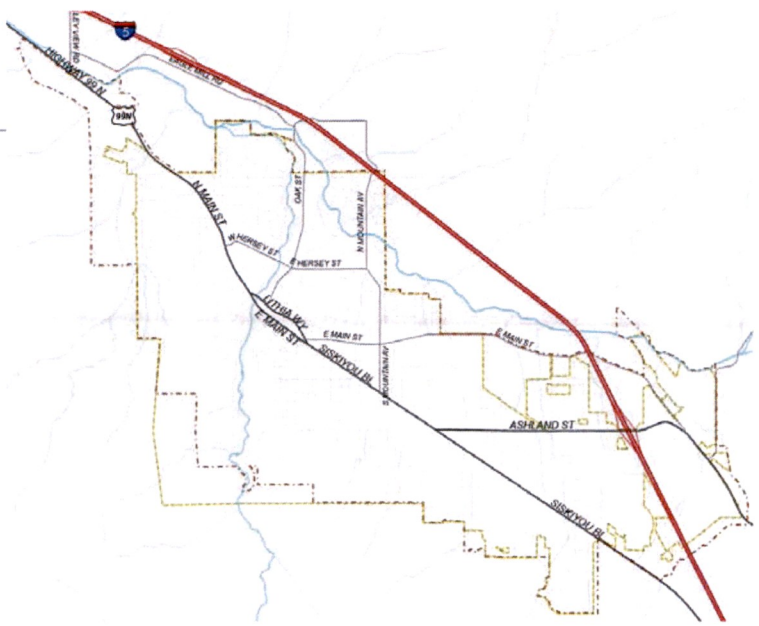
Land Supply / City Area

City Area

The City of Ashland contains a grand total of 4,258 acres within the City Limits.

The Urban Growth Boundary (UGB) contains a total of 4,732 acres.

An area of 226 acres in the southwest corner of the city is inside the city limits but outside the UGB. For this reason, the combined total area of Ashland political boundaries is 4,958 acres.



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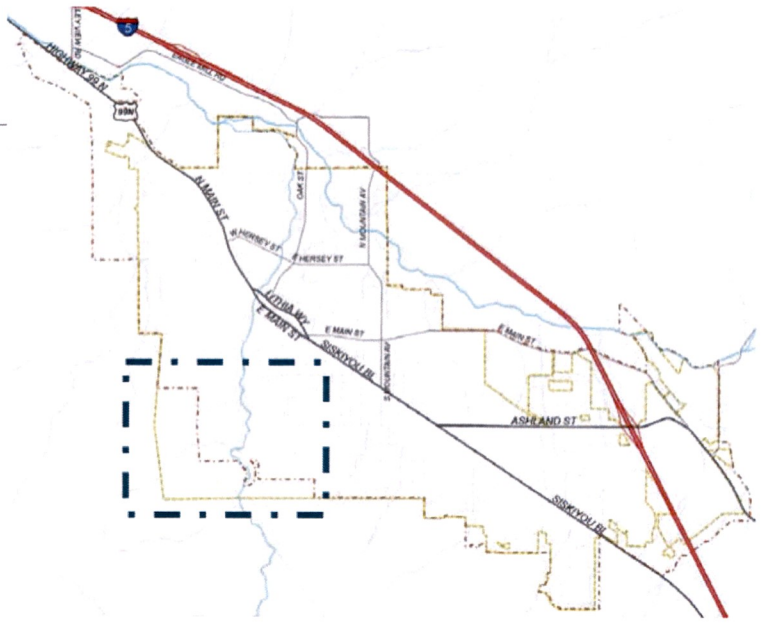

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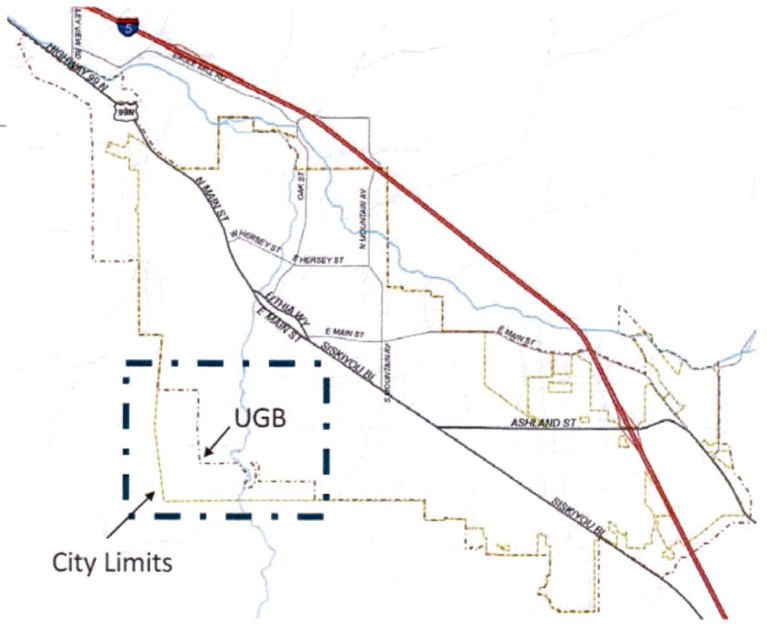


Vacant and Partially Vacant Lands

From Tables 2,3 and 4 of the report

BLI_STATUS	Gross Acreage	Net Buildable Acres
City limits		
Vacant	224.8	139.2
Partially Vacant	243.8	149.7
UGB		
Vacant	168.2	110.7
Partially Vacant	348.6	230.7
TOTAL		
Vacant	393.0	249.9
Partially Vacant	592.4	380.4

	Estimated Dwellings
City limits	1407
UGB	1303
TOTAL	2710

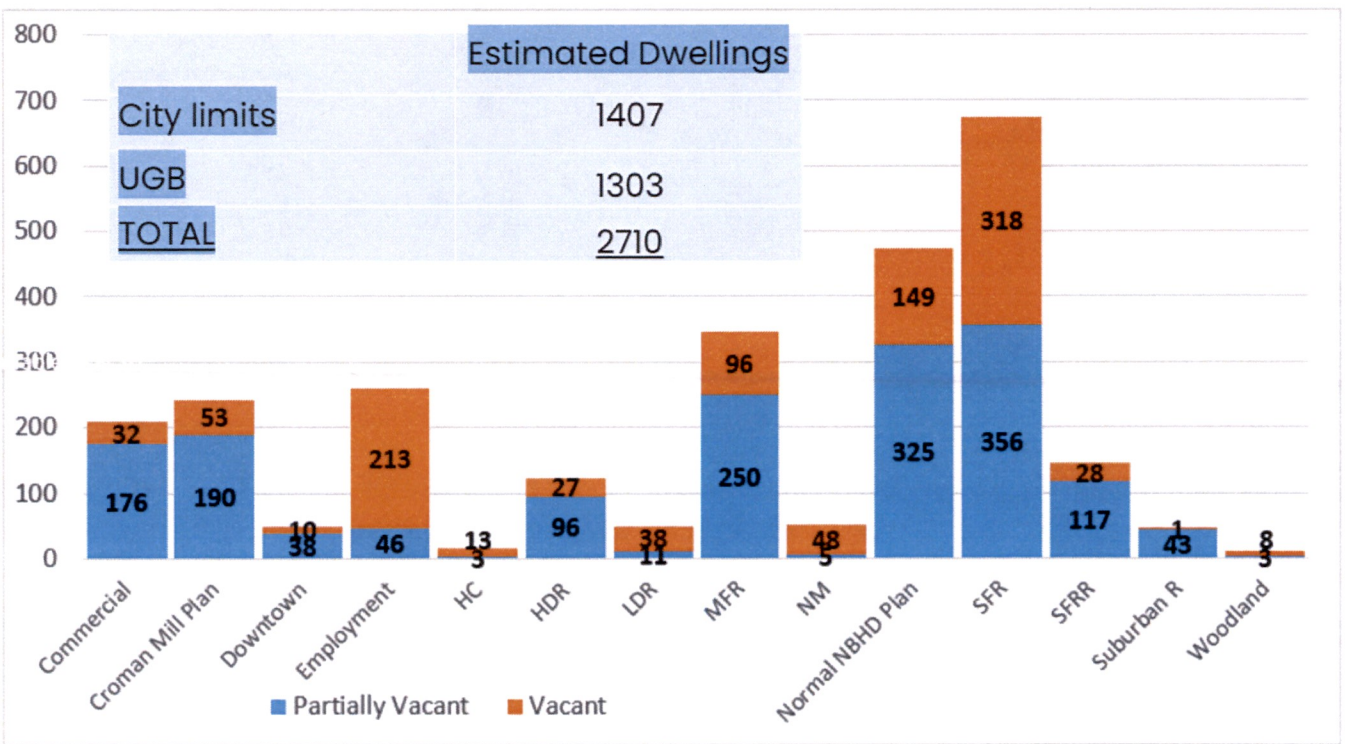
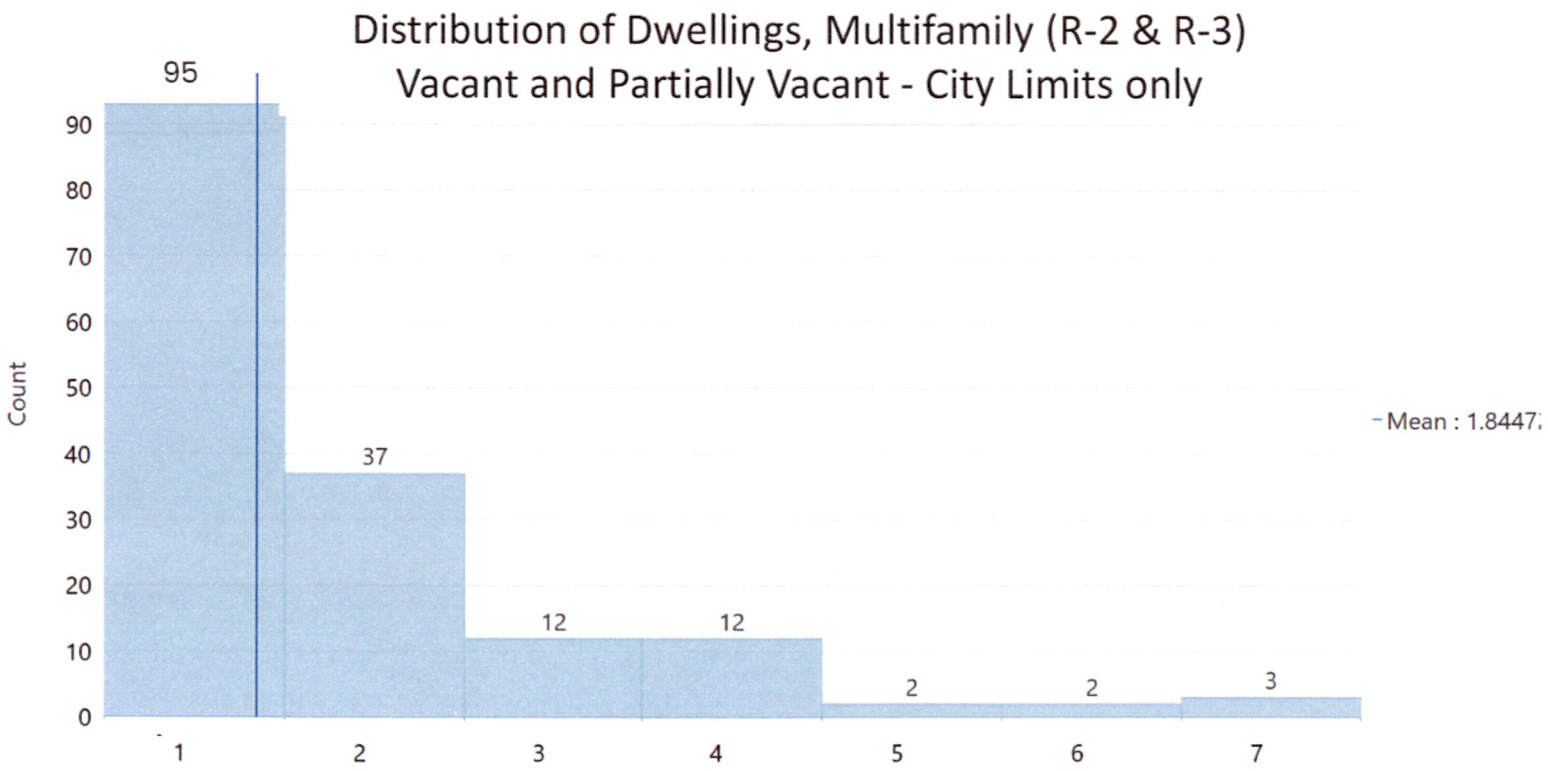


Figure 1 – Potential Dwelling Units by Comprehensive Plan Designation

Plan Designation	Capacity in City	Demand (HCA)	Capacity in City less demand
Low Density Residential	546	222	324
Suburban Residential	1	18	-
Normal Neighborhood	-	231	-
Multifamily Residential	173	172	1
High Density Residential	123	95	28
Crowman Mill	83	34	49
Commercial / Employment	477	86	391
	1403	858	793

Residential Land Sufficiency

39



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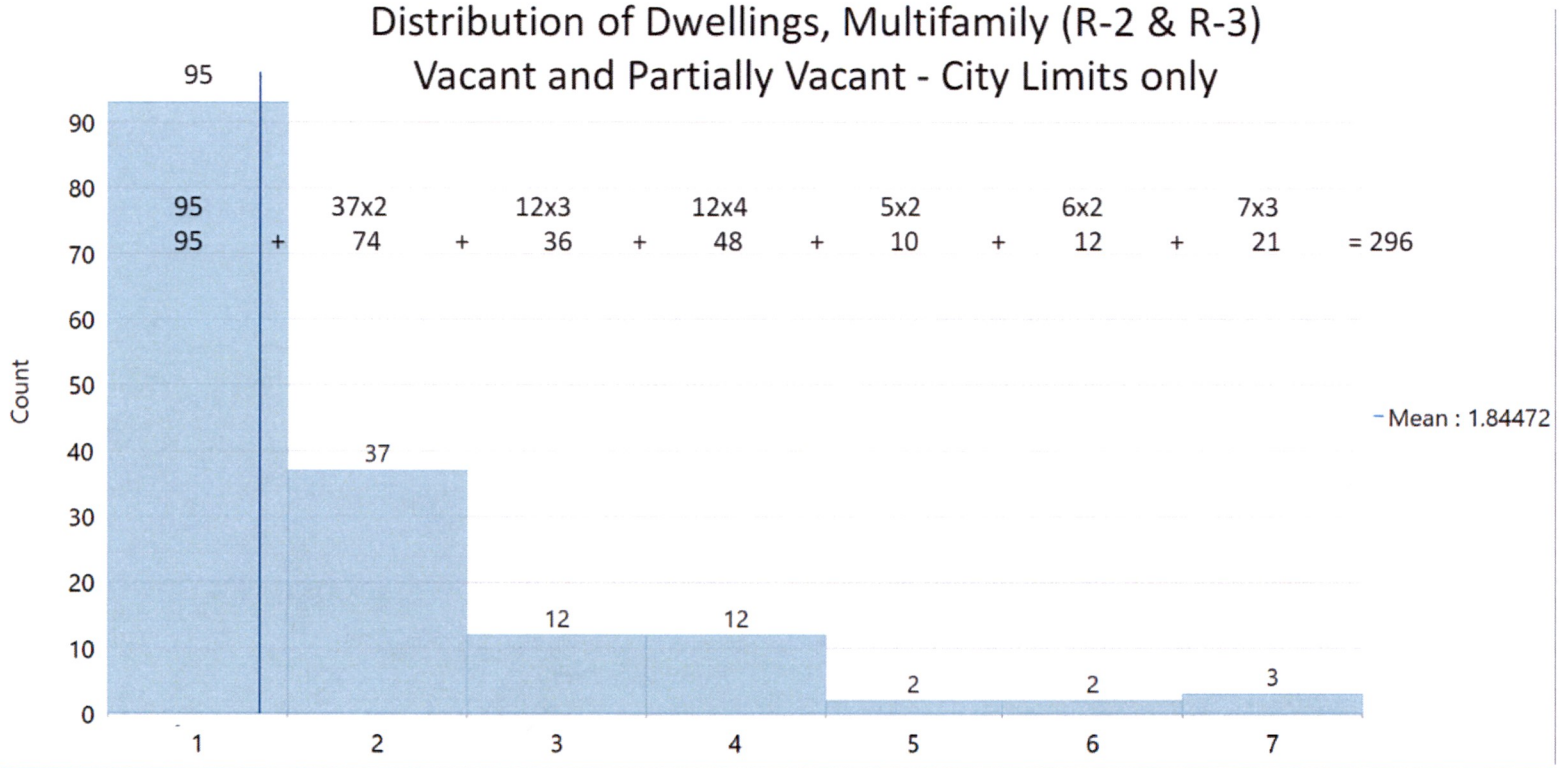
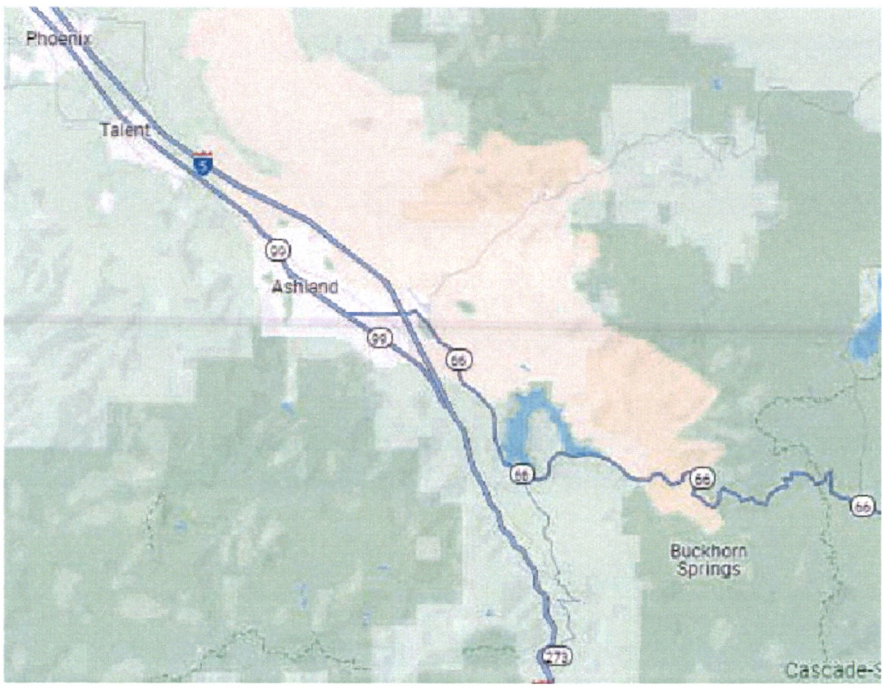

Distribution of Dwellings, Multifamily (R-2 & R-3)
Vacant and Partially Vacant - City Limits only
Count
95
37
12
12
2
2
3
1
2
3
4
5
6
7
Mean : 1.84472
95 + 37x2 + 12x3 + 12x4 + 5x2 + 6x2 + 7x3 = 296
95 + 74 + 36 + 48 + 10 + 12 + 21 = 296


Phoenix
Talent
Ashland
Buckhorn Springs

BLI Map

BLI Categories

Buildable Lands Inventory

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- Vacant/Airport
- Vacant/Parking
- Vacant/Undevelopable

BLI Categories

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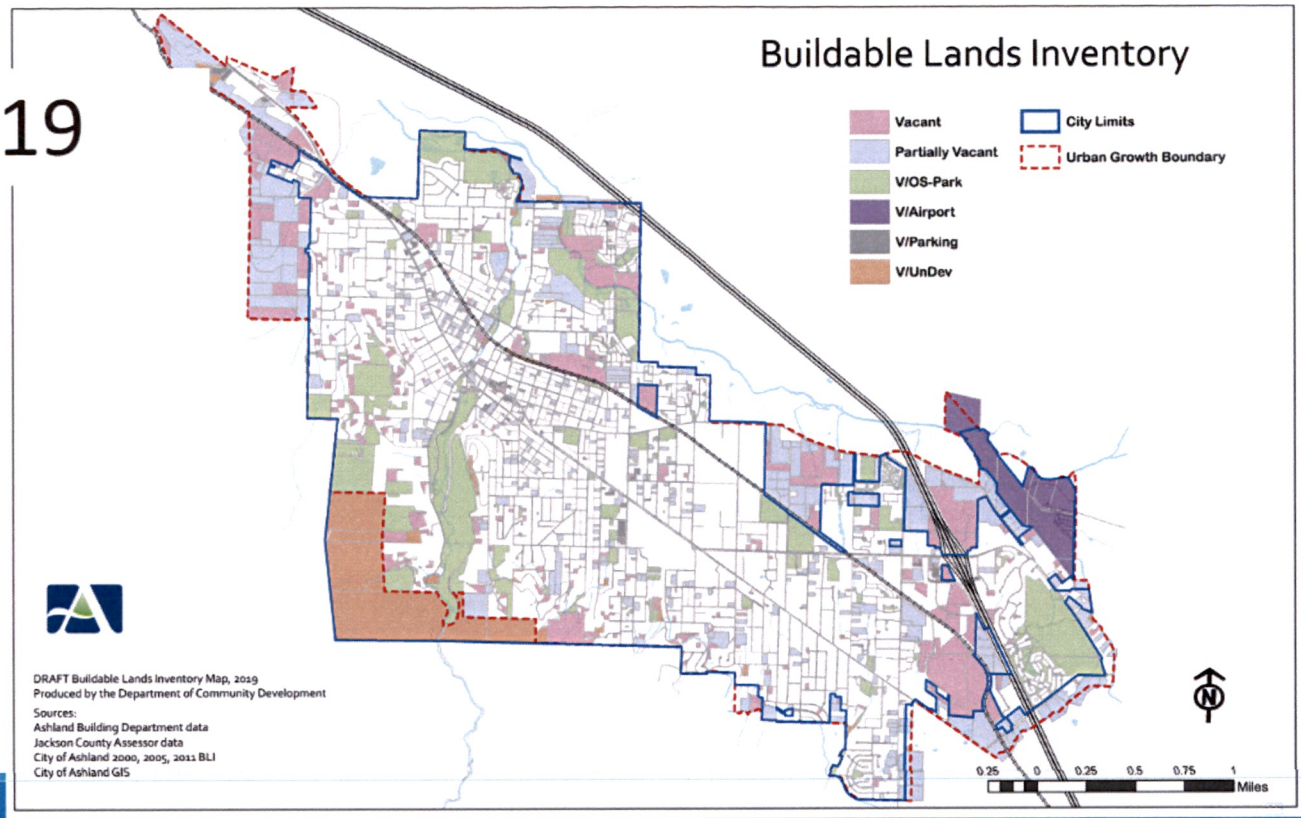
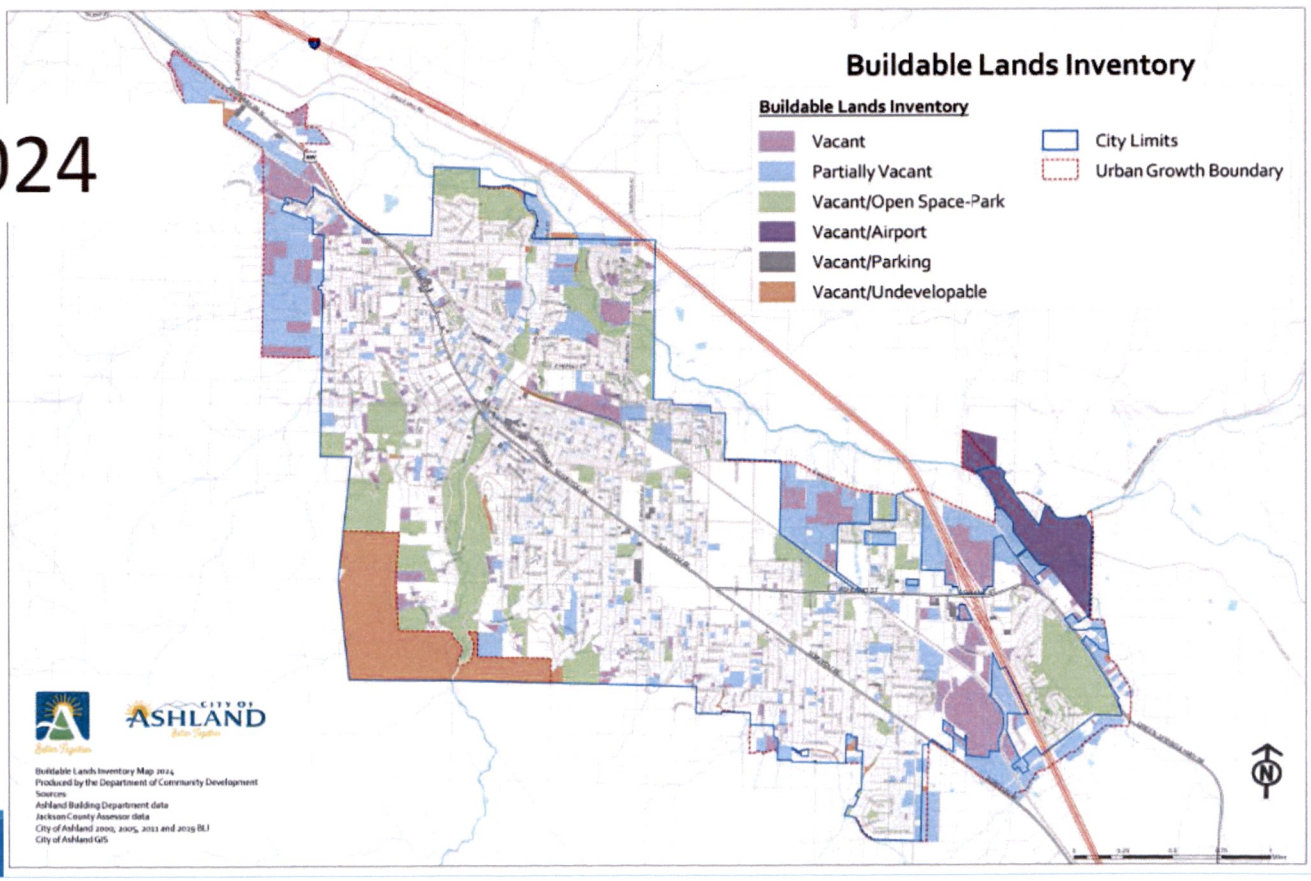
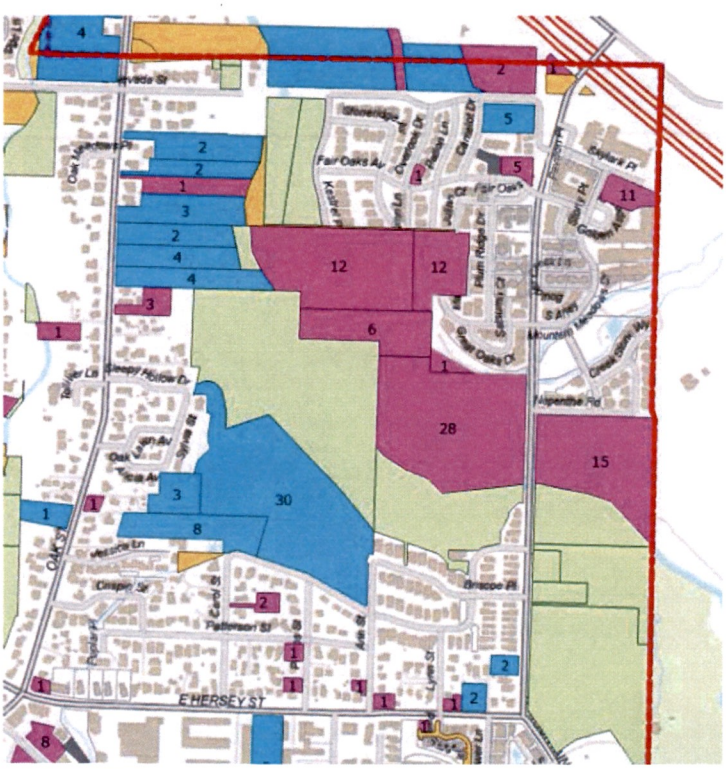
2019


Buildable Lands Inventory
Vacant
Partially Vacant
V/OS-Park
V/Airport
V/Parking
V/UnDev
City Limits
Urban Growth Boundary
DRAFT Buildable Lands Inventory Map, 2019
Produced by the Department of Community Development
Sources:
Ashland Building Department data
Jackson County Assessor data
City of Ashland 2000, 2005, 2011 BLI
City of Ashland GIS
0.25 0 0.25 0.5 0.75 1
Miles

2024


Buildable Lands Inventory
Buildable Lands Inventory
Vacant
Partially Vacant
Vacant/Open Space-Park
Vacant/Airport
Vacant/Parking
Vacant/Undevelopable
City Limits
Urban Growth Boundary
CITY OF ASHLAND
Buildable Lands Inventory Map 2024
Produced by the Department of Community Development
Sources
Ashland Building Department data
Jackson County Assessor data
City of Ashland 2000, 2005, 2011 and 2019 BLI
City of Ashland GIS

North Mountain Neighborhood



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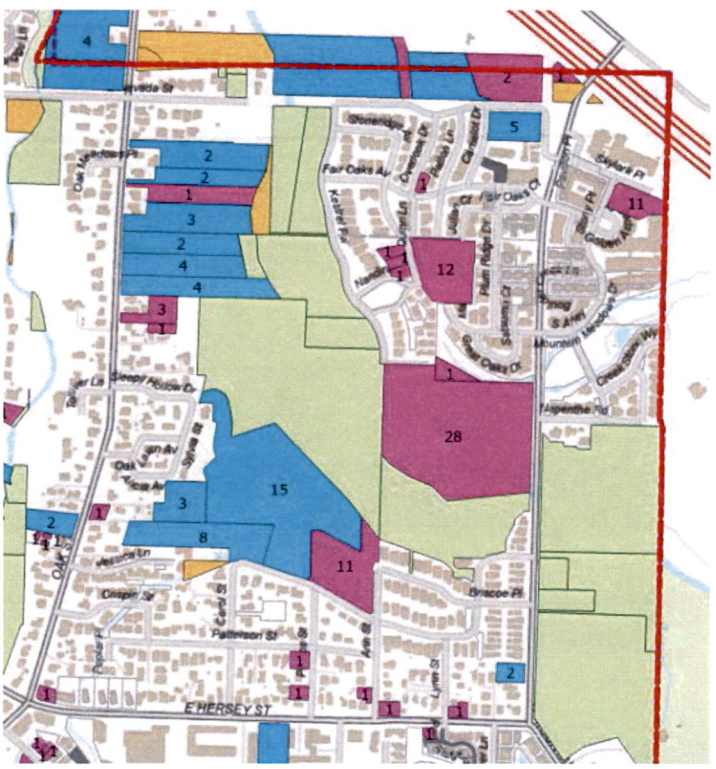

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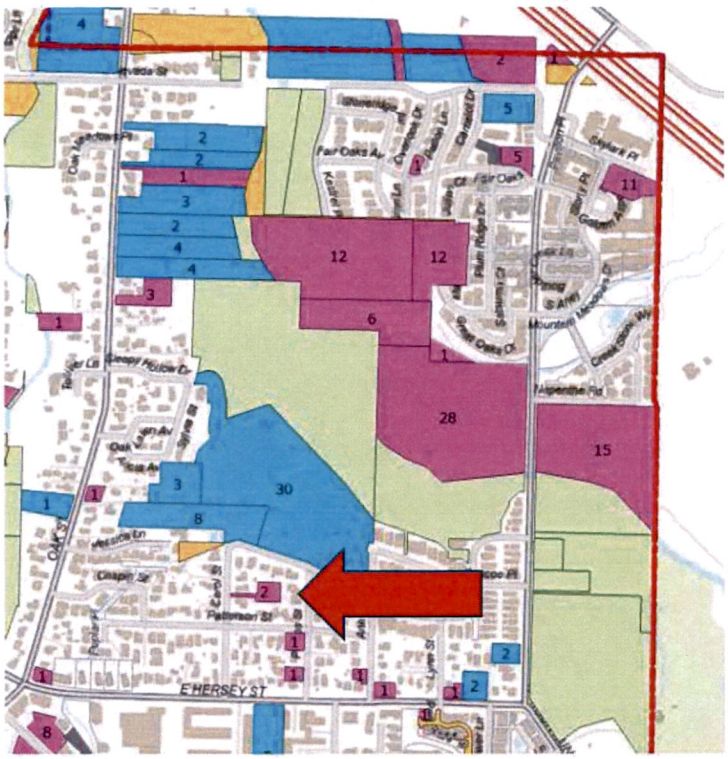

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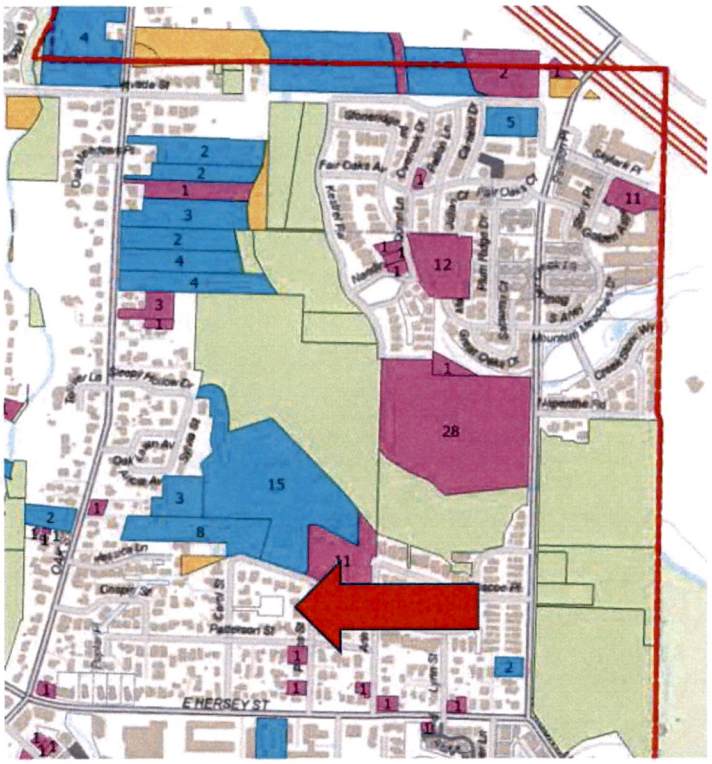

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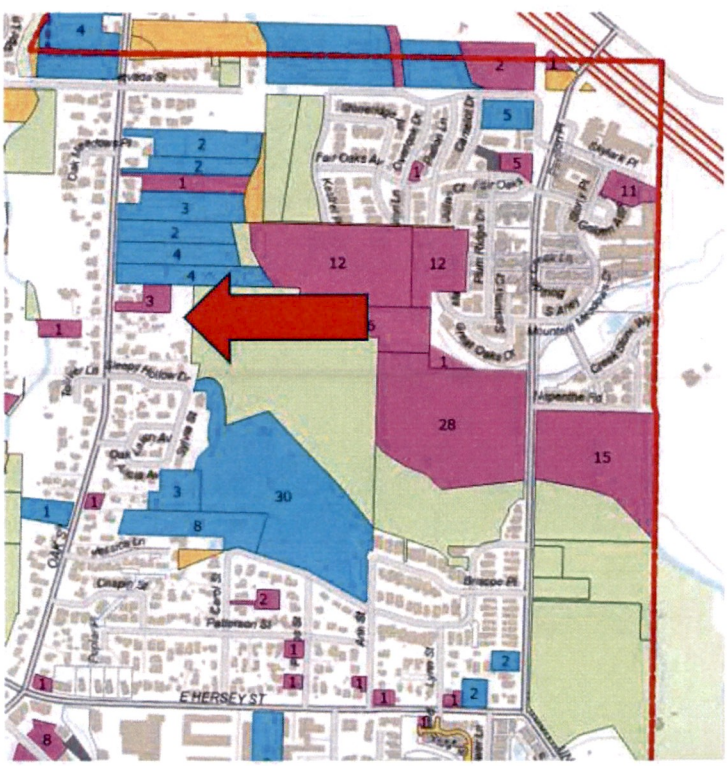

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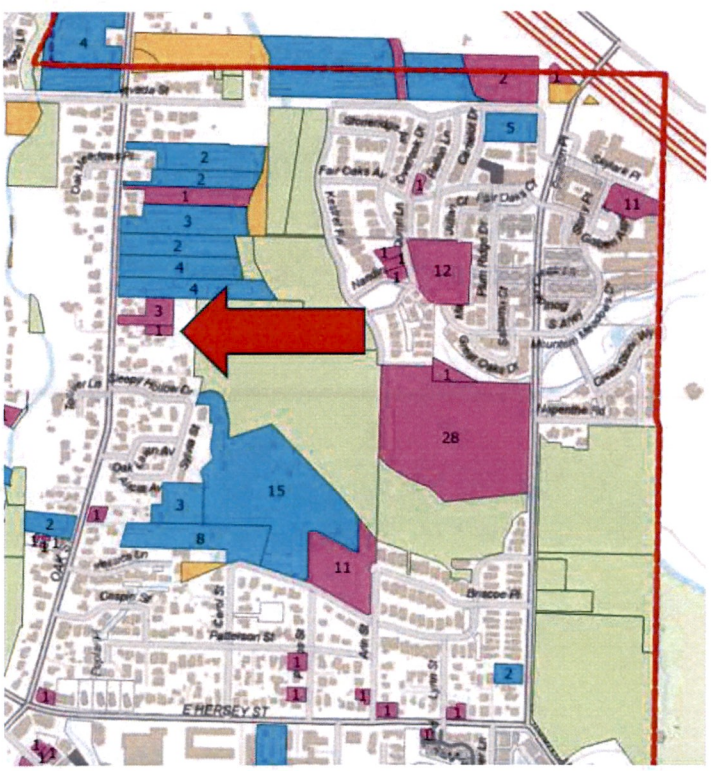

2024

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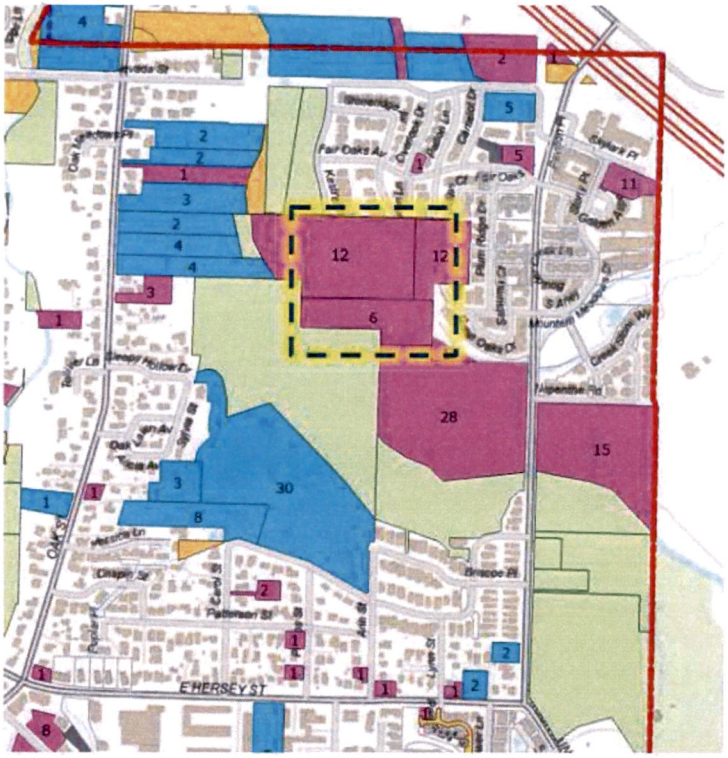
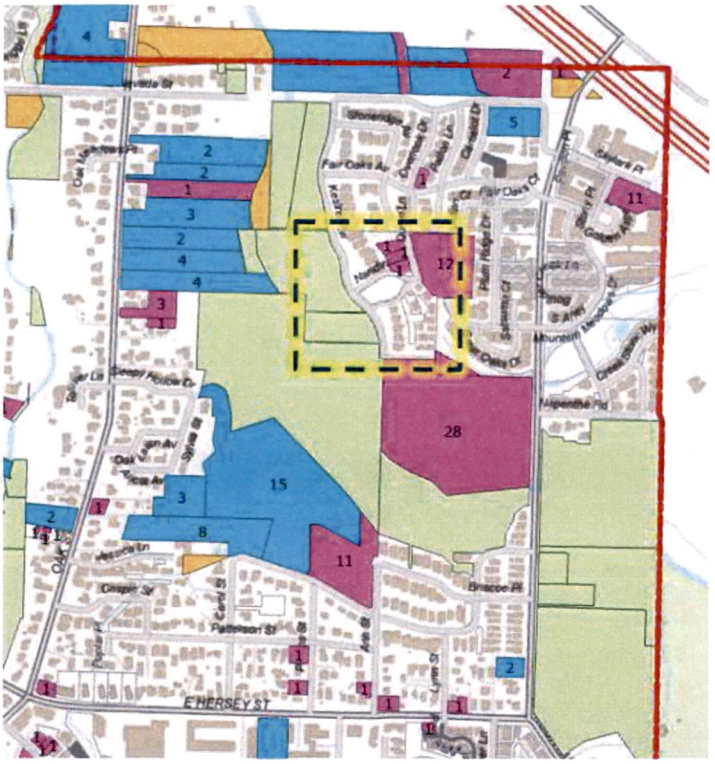
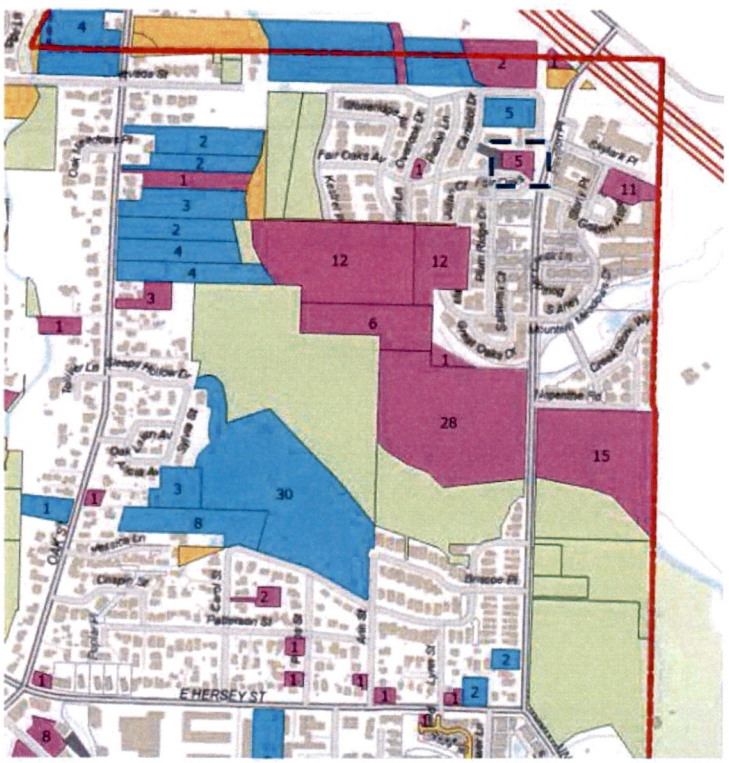
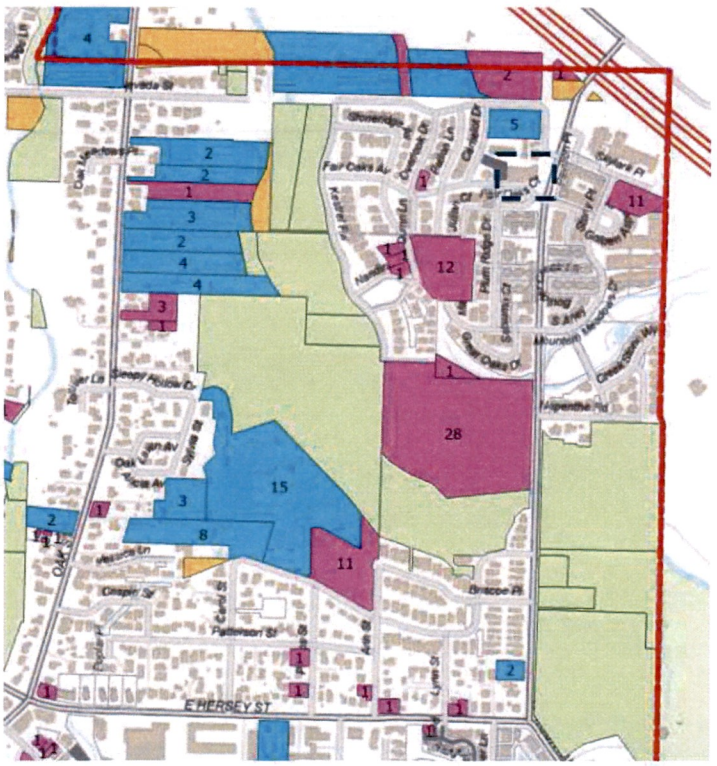


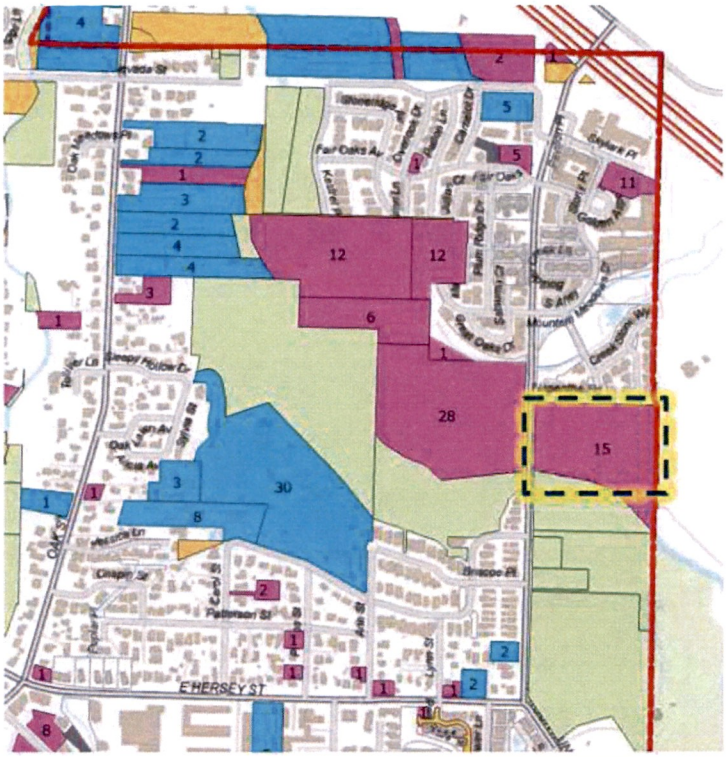


2019 2024





2019 2024



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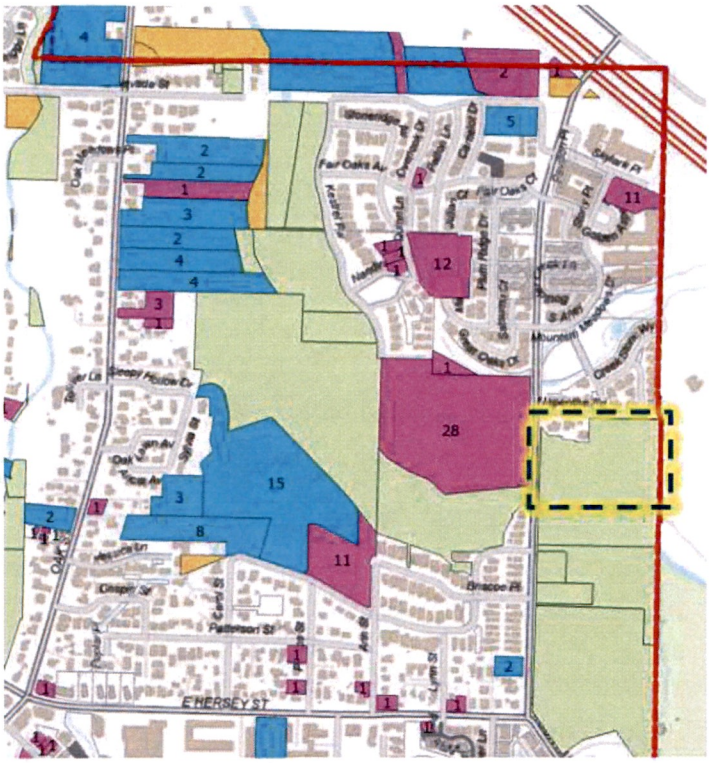

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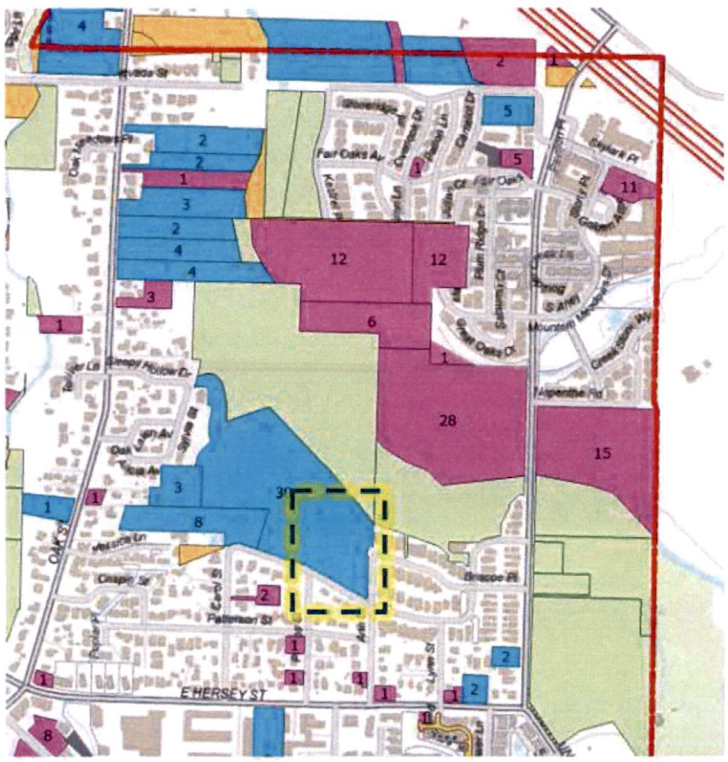

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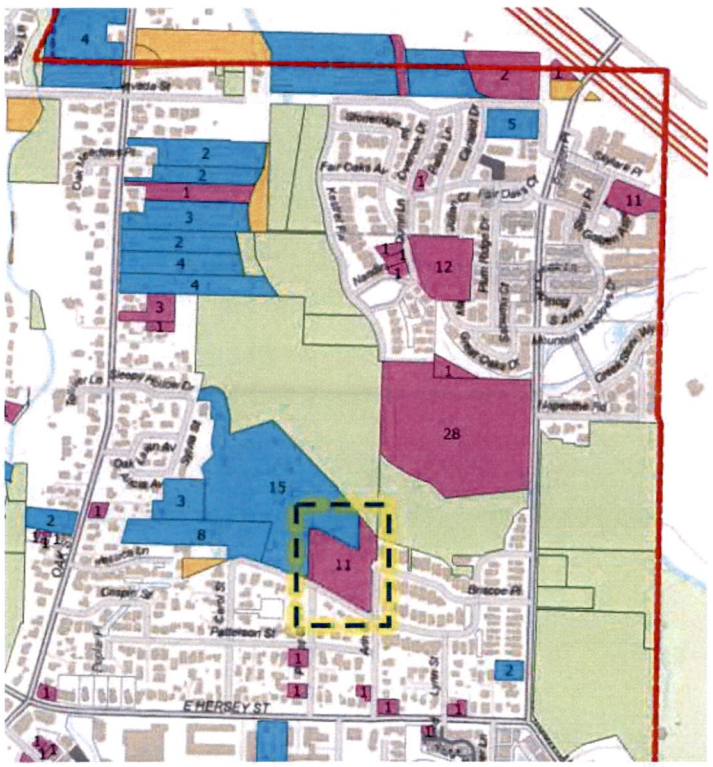
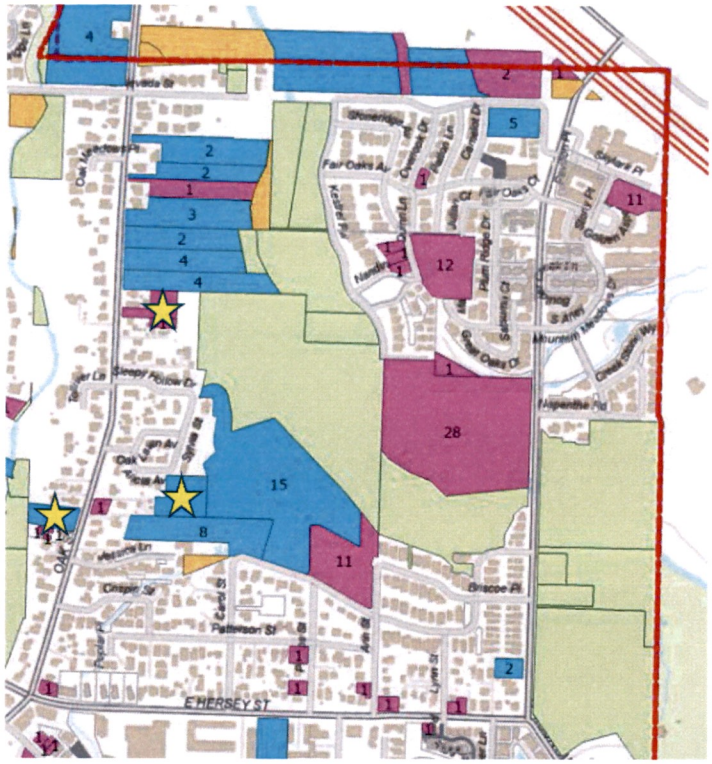
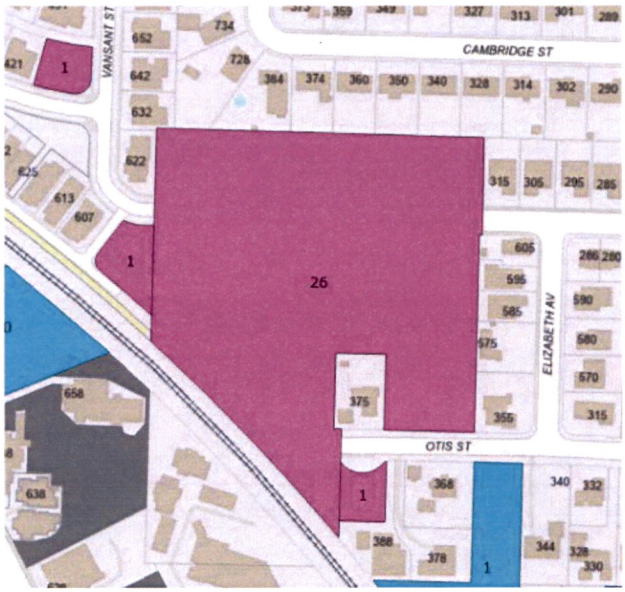


2024

54


E HERSEY ST
OAK ST
Patterson St
Briscoe Pl
Cooper St
Autumn Ln
Sleepy Hollow Dr
Fair Oaks Ct
Fair Oaks Dr
Plum Ridge Dr
Mountain Meadow Dr
Aspenthal Rd
Stonehedge Dr
Stafford Pl
Ann St
Ash St
Spruce St
Pine St
Maple St
Oak Leaf Ct
Oak Leaf Pl
Sleepy Hollow Ct
Oak Grove Ln
Oak Grove Pl
Oak Grove Ct
Oak Grove Dr
Oak Grove Way
Oak Grove Cir
Oak Grove Ave



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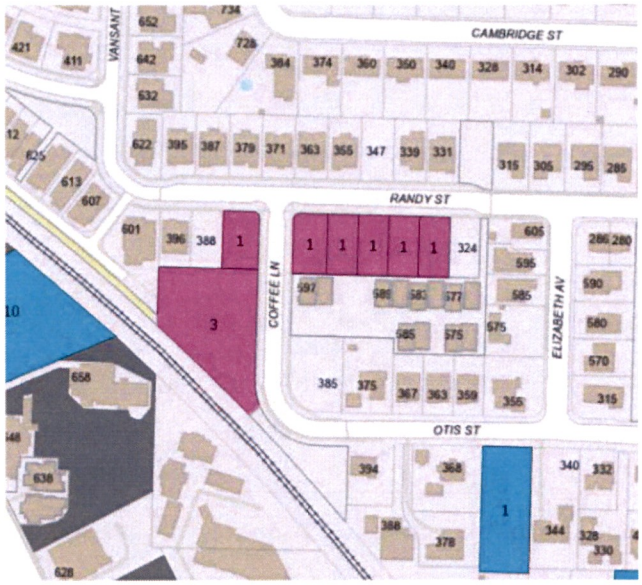

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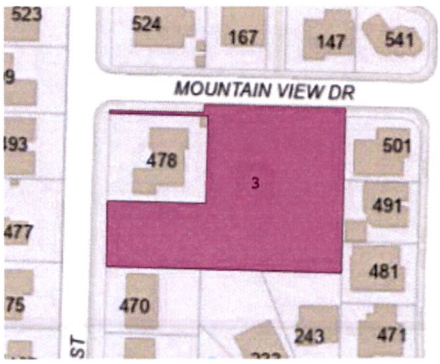
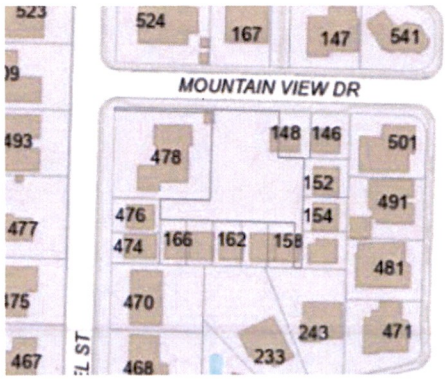


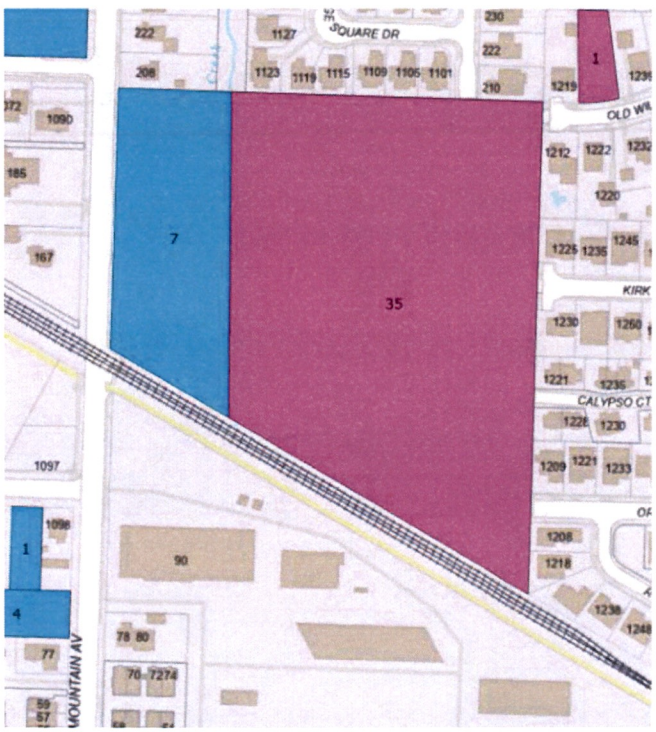
2019

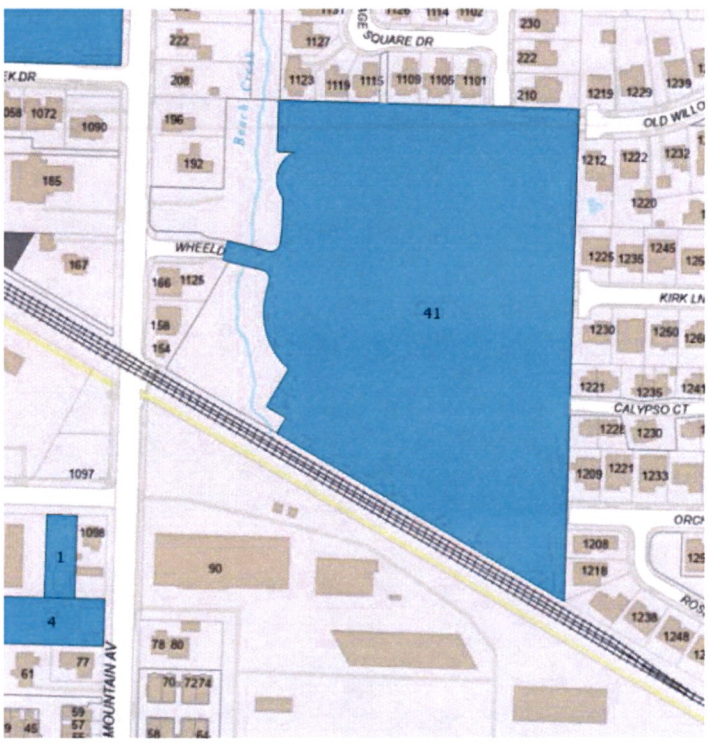


Cottage Housing 2024

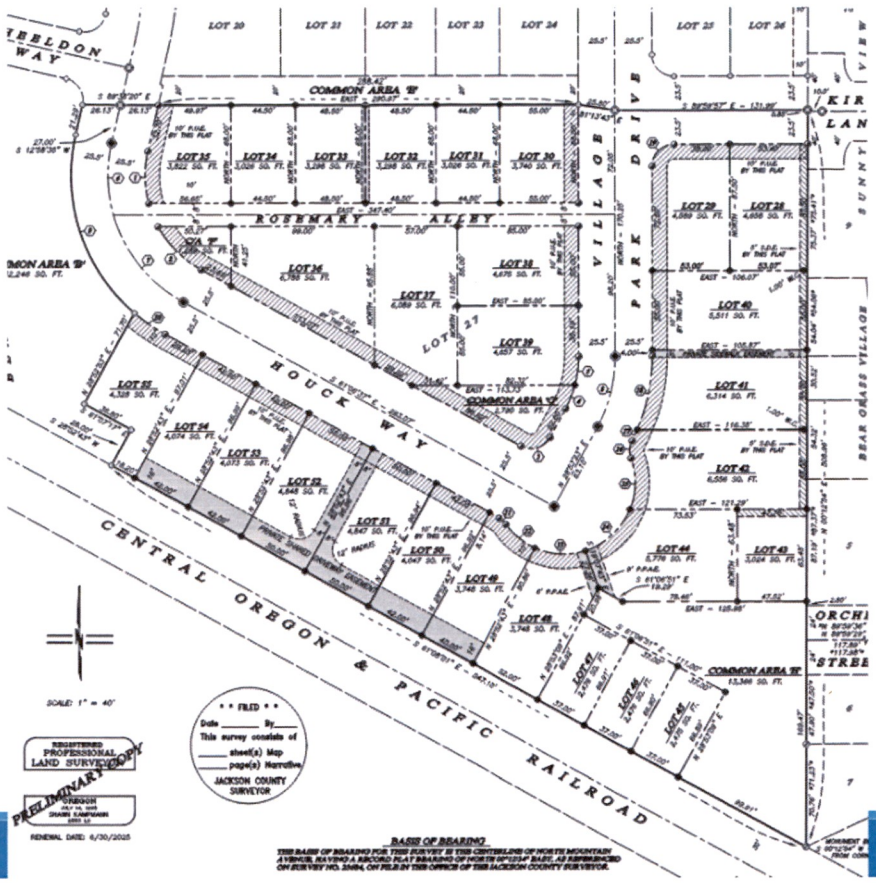
Beach Creek

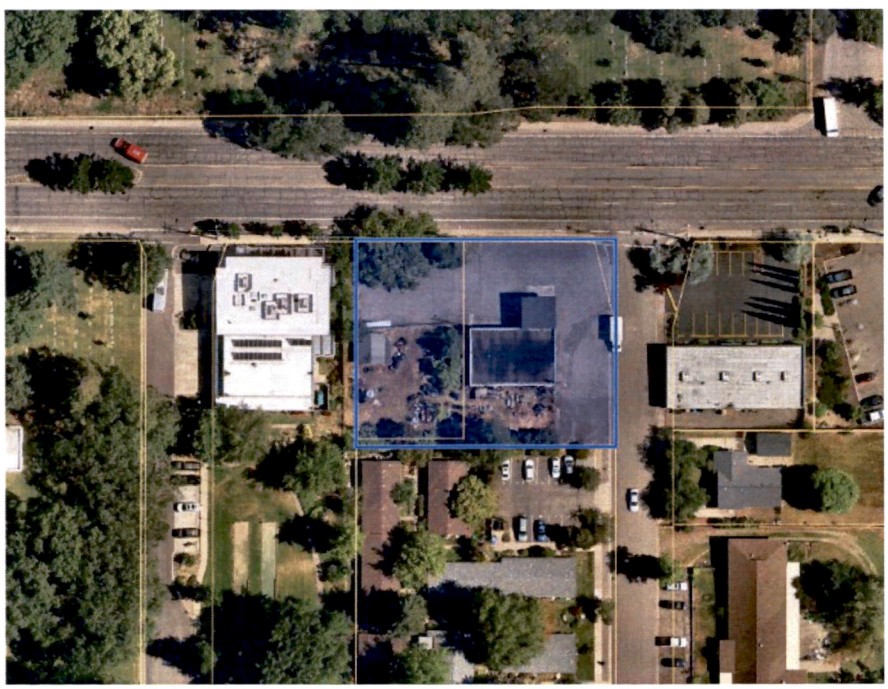
ANNEXATION





2019 2024





0.59 ac x 13.5 du/ac
base density = 7.96

Using transit triangle regulations 30+ apartments would be possible.

Conclusions

Based on the findings of the Housing Capacity Analysis the City will have a demand for 858 dwellings over the next twenty-year period.

This updated BLI shows that the City has potential development capacity of 1,407 dwellings within the city limits, and an additional 1,303 dwellings possible within the UGB.

This exceeds the forecast demand for new dwellings and demonstrates that there is sufficient buildable land for the projected demand over the twenty-year period.

Exhibit 66. Forecast of demand for new dwelling units, Ashland UGB, 2021 to 2041
Source: Calculations by ECONorthwest.

Variable	New Dwelling Units (2021-2041)
Change in persons	1,691
minus Change in persons in group quarters	58
equals Persons in households	1,633
Average household size	2.06
New occupied DU	793
times Vacancy rate	8.2%
equals Vacant dwelling units	65
Total new dwelling units (2021-2041)	**858**
Annual average of new dwelling units	**43**

Historic Residential Production

Table 14 - Residential Production

Residential Units built per fiscal year								
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	average	total
SFR	36	39	32	44	32	17	33.3	200
ARU	13	19	12	12	15	12	13.8	83
Multi-family	29	34	3	96	4	20	31.0	186
Mixed-Use	2	2	36	30	1	0	11.8	71
	80	94	83	182	52	49	90.0	540

BLI as a living document

As was pointed out in the document there have been numerous changes in state law including:

- duplexes and Accessory Dwelling Units (ADUs) without restriction
- Middle Housing Land Divisions
- Elimination of parking requirements
- Allowing residential development on commercial lands
- Requiring the allowance of 'adjustments' to local regulations
- Climate Friendly Area's and CFEC rules

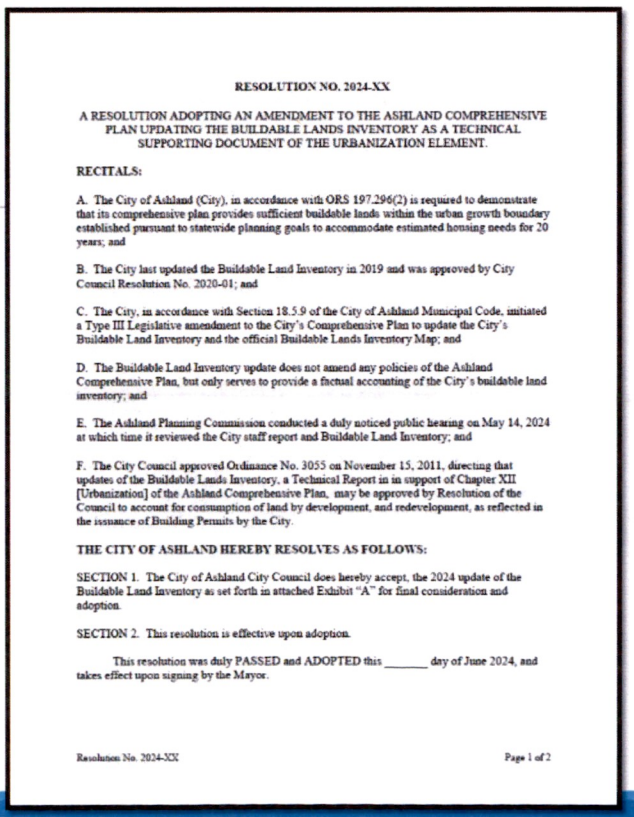
As new guidance is issued regarding methodology to take these changes into account future updates of the BLI will take these changes into account

Next Steps

The Planning Commission reviewed and recommended forwarding the BLI to Council for Approval

Because of timelines for state notification the formal adoption can not happen until July 16th.

Additionally, this updated BLI will be used to support ongoing efforts with regards to CFA planning and an updated Economic Opportunity Analysis.



RESOLUTION NO. 2024-XX

A RESOLUTION ADOPTING AN AMENDMENT TO THE ASHLAND COMPREHENSIVE PLAN UPDATING THE BUILDABLE LANDS INVENTORY AS A TECHNICAL SUPPORTING DOCUMENT OF THE URBANIZATION ELEMENT.

RECITALS:

A. The City of Ashland (City), in accordance with ORS 197.296(2) is required to demonstrate that its comprehensive plan provides sufficient buildable lands within the urban growth boundary established pursuant to statewide planning goals to accommodate estimated housing needs for 20 years; and

B. The City last updated the Buildable Land Inventory in 2019 and was approved by City Council Resolution No. 2020-01; and

C. The City, in accordance with Section 18.5.9 of the City of Ashland Municipal Code, initiated a Type III Legislative amendment to the City's Comprehensive Plan to update the City's Buildable Land Inventory and the official Buildable Lands Inventory Map; and

D. The Buildable Land Inventory update does not amend any policies of the Ashland Comprehensive Plan, but only serves to provide a factual accounting of the City's buildable land inventory; and

E. The Ashland Planning Commission conducted a duly noticed public hearing on May 14, 2024 at which time it reviewed the City staff report and Buildable Land Inventory; and

F. The City Council approved Ordinance No. 3055 on November 15, 2011, directing that updates of the Buildable Lands Inventory, a Technical Report in in support of Chapter XII [Urbanization] of the Ashland Comprehensive Plan, may be approved by Resolution of the Council to account for consumption of land by development, and redevelopment, as reflected in the issuance of Building Permits by the City.

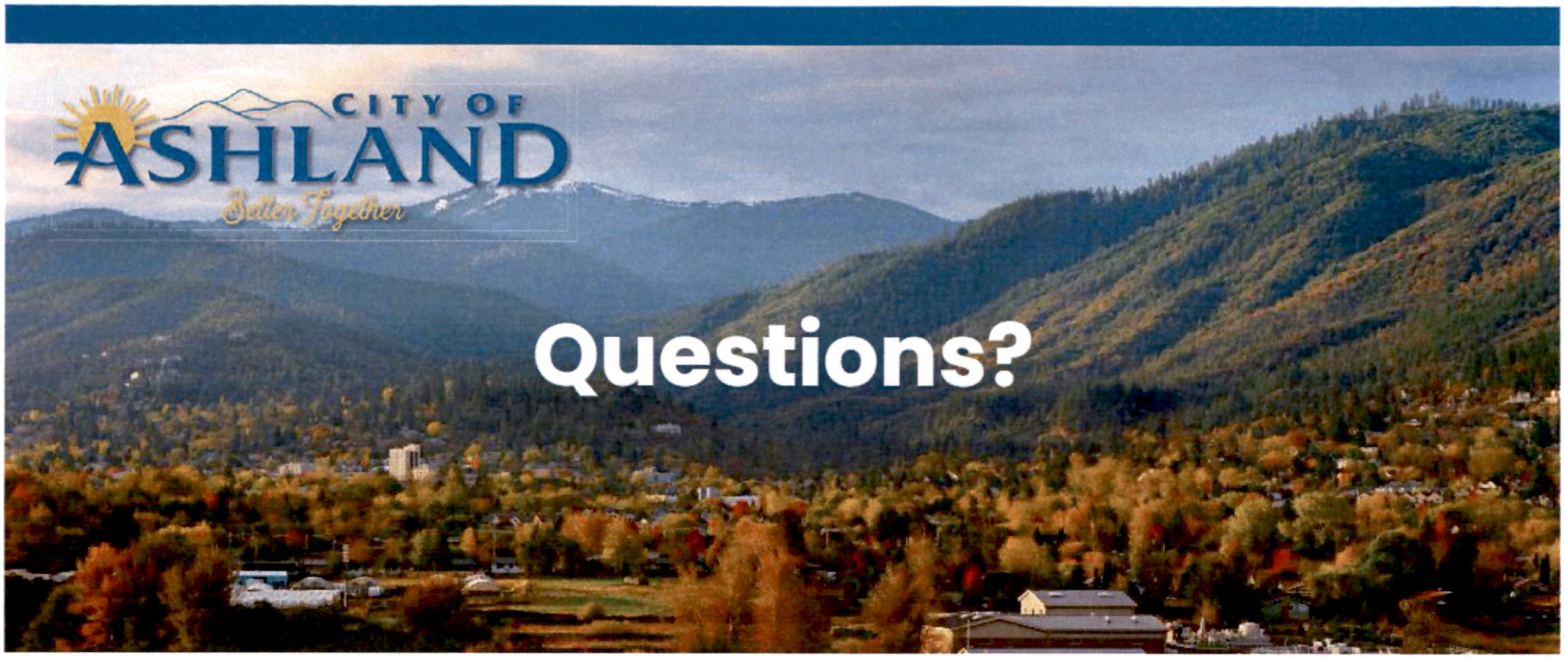
THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City of Ashland City Council does hereby accept, the 2024 update of the Buildable Land Inventory as set forth in attached Exhibit "A" for final consideration and adoption.

SECTION 2. This resolution is effective upon adoption.

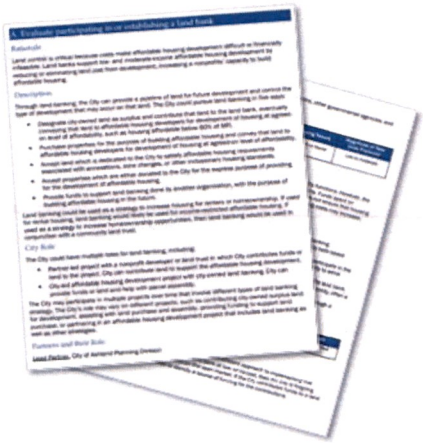
This resolution was duly PASSED and ADOPTED this _____ day of June 2024, and takes effect upon signing by the Mayor.

Resolution No. 2024-XX Page 1 of 2


CITY OF
ASHLAND
Better Together
Questions?

Land Banking

Land Banking – Housing Production Strategy



- **Get policy direction from City Council on the role the City should take in land banking.**
- **Inventory publicly and privately-owned properties** in areas well-suited for a land bank purpose.
- **Partner with and contribute funds or land to an existing non-profit land bank** or participate in the formation of a new non-profit land bank.
- **Partner with and contribute land to a community land trust** that is led by an existing entity, often a nonprofit organization.
- **Acquire land** or maintain existing land until it can be made available to to develop as affordable housing

Land Banking

Development Partnerships: Collaborate with developers, nonprofits, and community groups to develop affordable housing, a community land trust, and/or land bank.

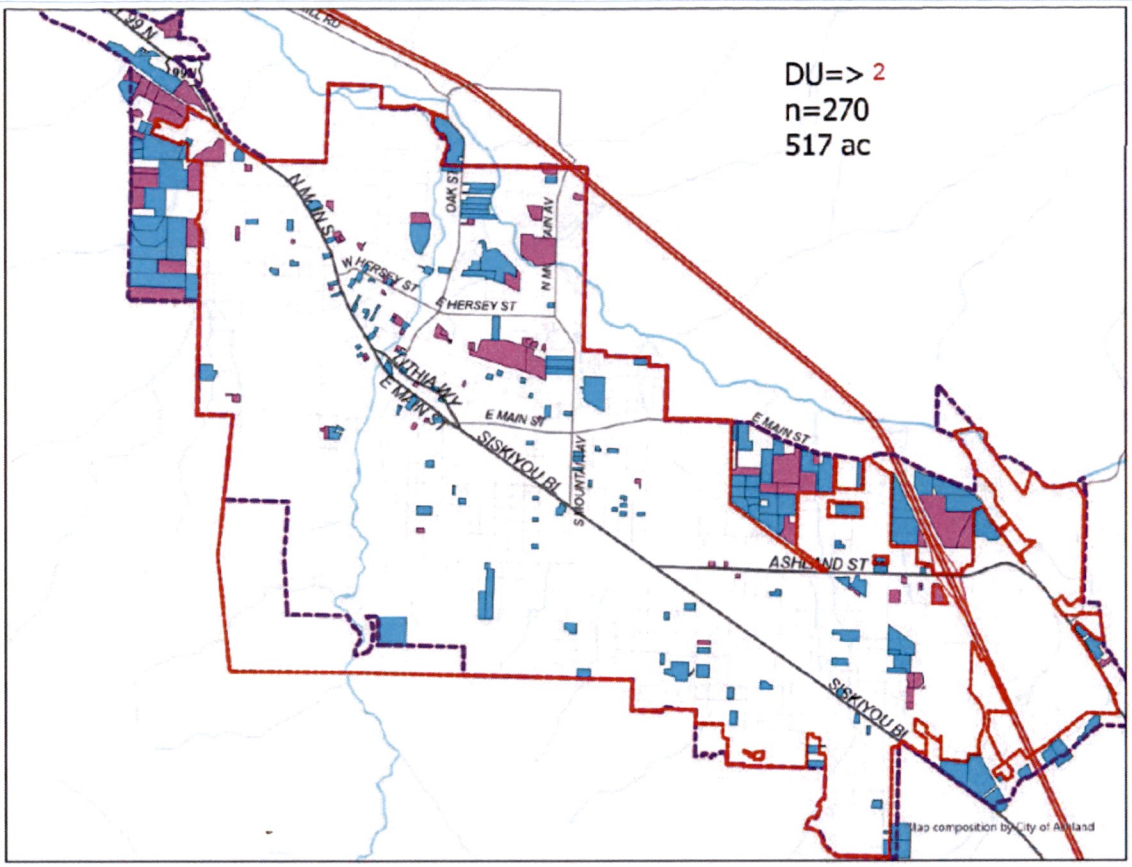
Property Acquisition: Identify funding to obtain vacant or underused properties through purchase, donation, or surplus City property

Stewardship and Oversight: Maintain and monitor properties to ensure they meet community goals and standards, adjusting plans as needed.

Land Banking – Housing Production Strategy

Exhibit 2. Housing Initiatives, Potential Actions, and Proposed Adoption
■ Primary Focus of the initiative ☐ Secondary Focus of the initiative

Action Name	Initiative Name				Proposed Adoption Timing
	Encourage development of low- and moderate-income affordable rental housing	Increase opportunities for affordable homeownership	Encourage development of income-restricted affordable housing units	Preserve existing supply of low- and moderate-income affordable housing	
A. Evaluate participating in or establishing a land bank.	■	■	■		2026*

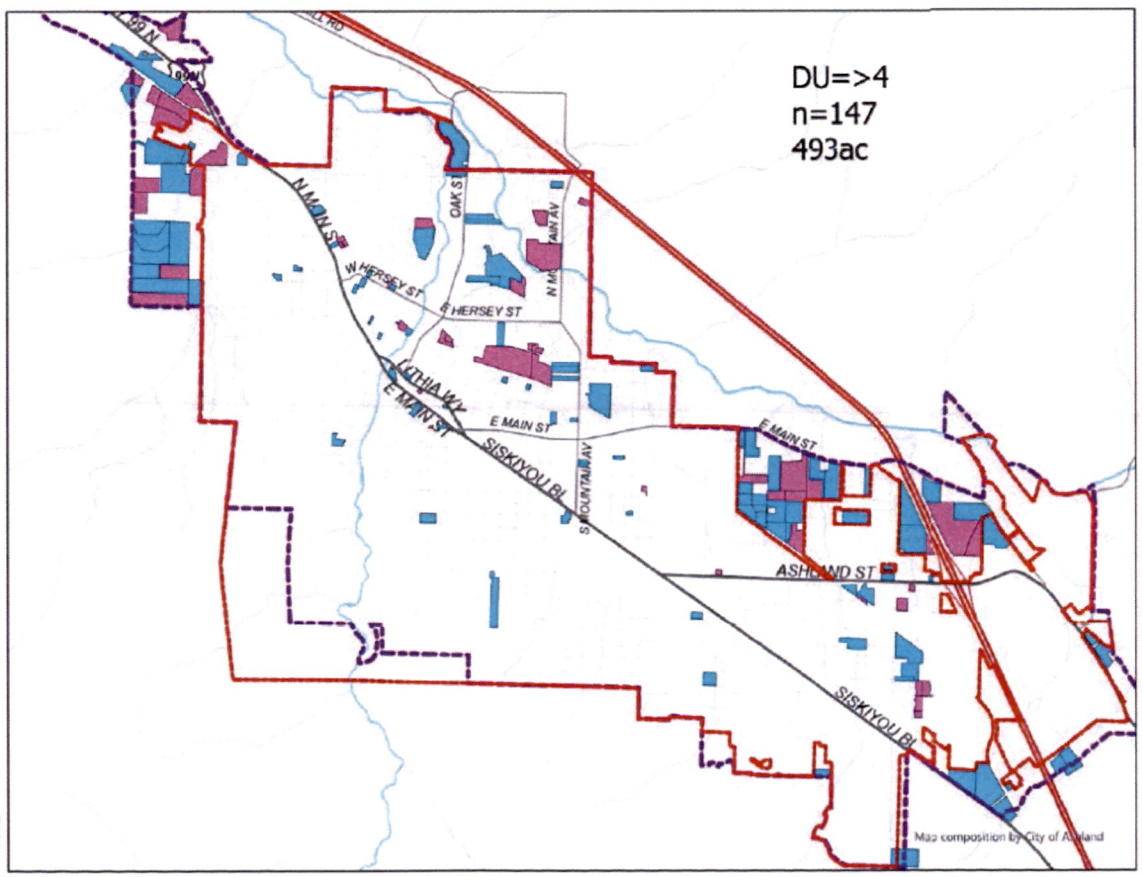


Residential Land

Partially Vacant

Vacant

Lots with Residential Development Capacity of **two** new dwellings or more.

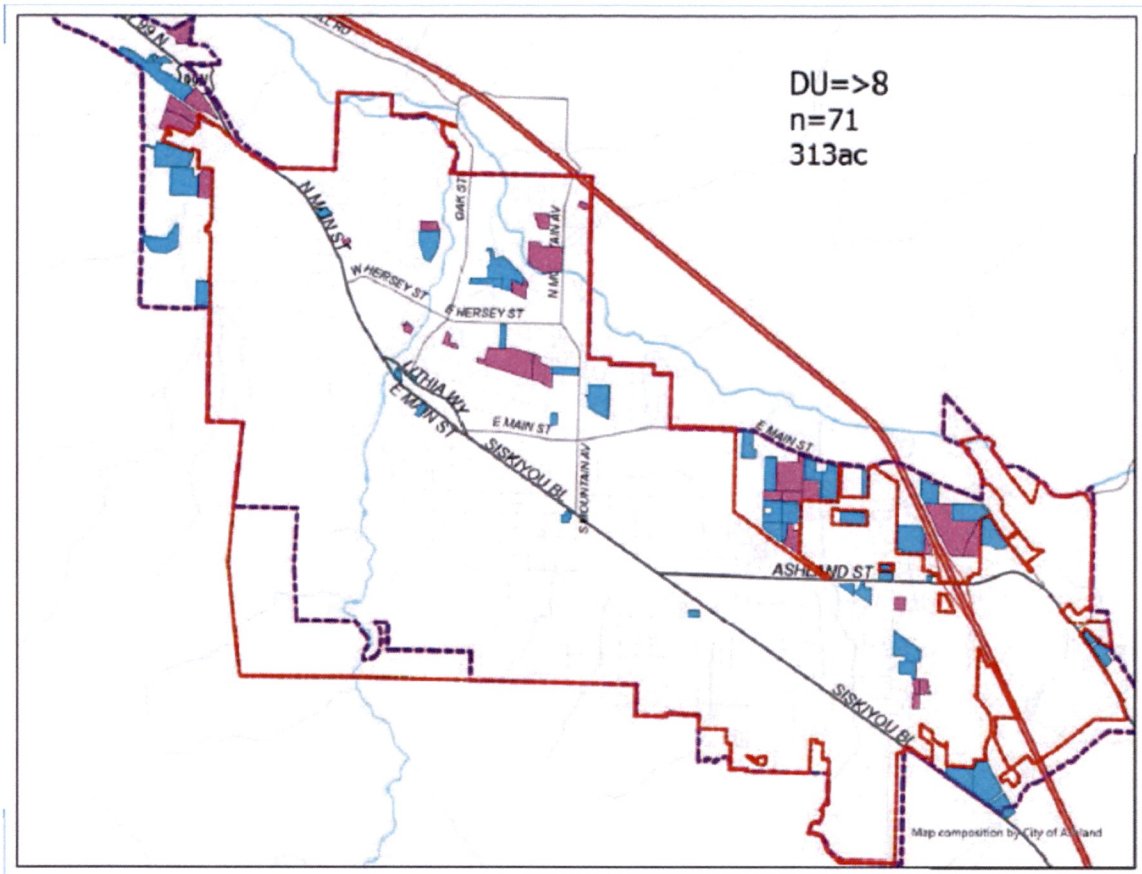


Residential Land

Partially Vacant

Vacant

Lots with Residential Development Capacity of **four** new dwellings or more.

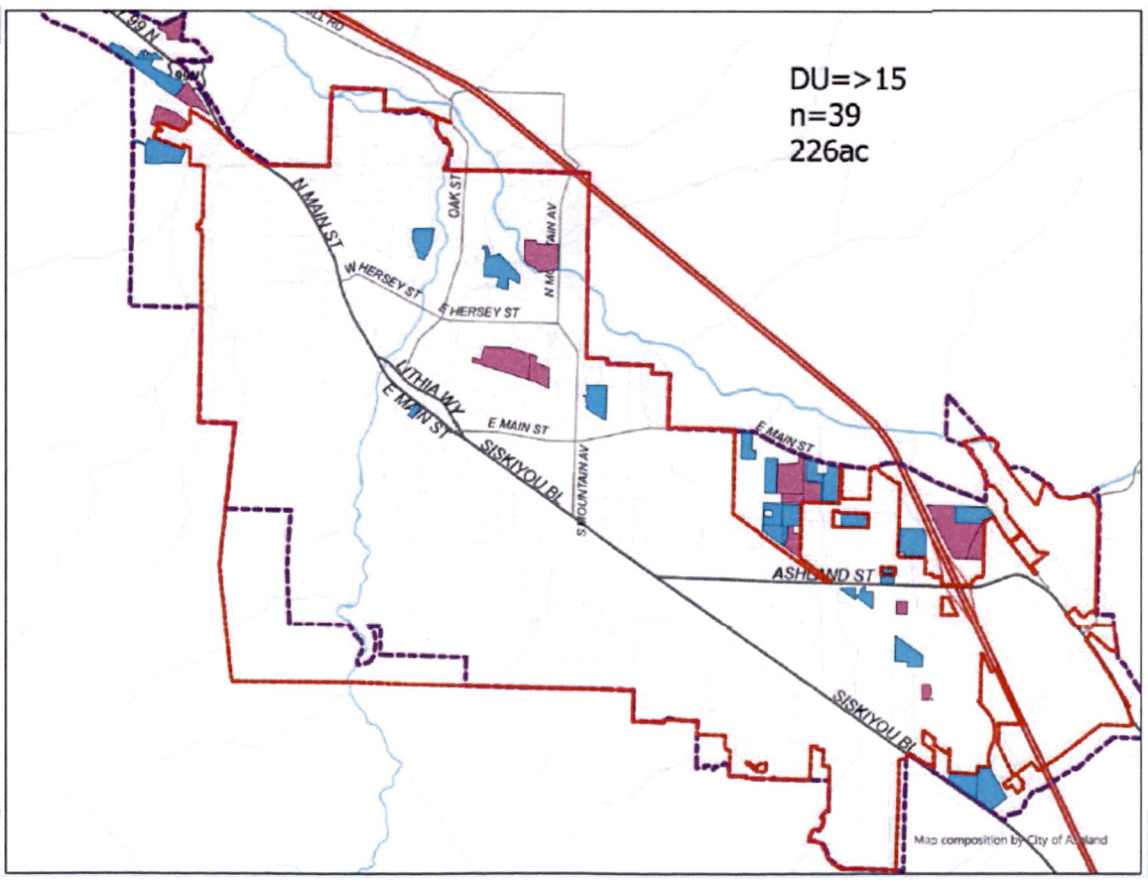


Residential Land

Partially Vacant

Vacant

Lots with Residential Development Capacity of **eight** new dwellings or more.

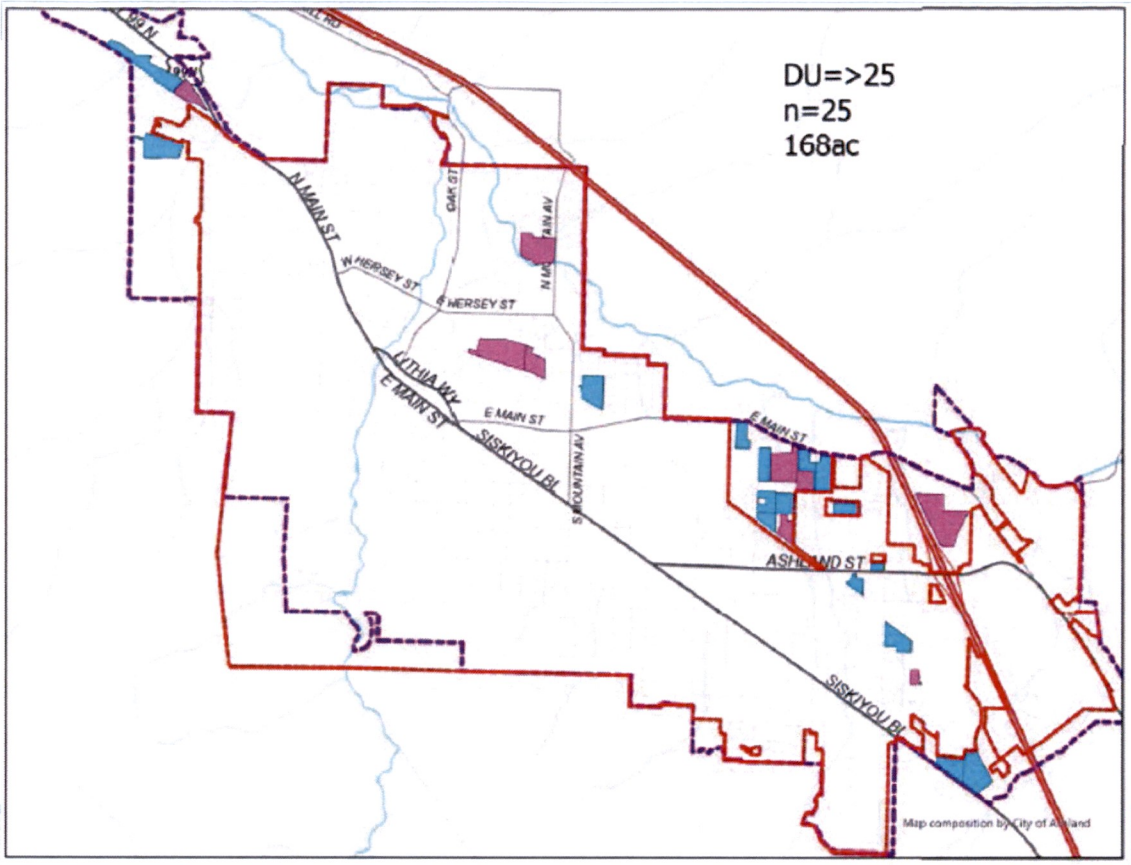


Residential Land

Partially Vacant

Vacant

Lots with Residential Development Capacity of **15** new dwellings or more.



Residential Land

Partially Vacant

Vacant

Lots with Residential Development Capacity of **25** new dwellings or more.

City Surplus Land (June 2022 Council Discussion)

Table 1: Surplus Properties

Note:

•Green-status ready to next steps

•Yellow-additional work and associated planning still required

Property Name	DEPT	Zoning	Comments	Recommendation
North Mountain Avenue (391E04AD TL#100)	ADMIN	NM .35 acres	Property Only-no improvements (appraisal $300k, 2021)	Declared as surplus: Sell
380 CLAY ST	ADMIN	R-2 .32 acres	front lot with home (appraisal $340k, 2021)	Declared as surplus: Sell
East Main Street Parking (391E09BC TL#201)	ADMIN	C-1-D .06 acres	Currently leased for parking-no appraisal	Declared as surplus: Sell
1097 B STREET "B ST YARD"	PW	E-1, R-1-5 (5 lots)	appraised$1.93-2.04 Million, 2021 (depending on final zoning)	Appraisal complete, intended for surplus once Hardesty is operational. Staff will bring back the formal action to surplus for sale.
1291 OAK ST "HARDESTY PROPERTY"	PW	EFU	Partition House and adjacent property (appraisal $685,000, 2021)	May be able to sell the lot/house with the northern portion preserved by perpetual easement for riparian protection and future wetlands. Staff is requesting direction from Council on this option.
IMPERATRICE PROPERTY (NORTHERN LOTS)	PW	EFU	purchased 1996 $950K	Work with the Parks Department and Southern Oregon Land Conservancy to define needs for the northern lots and bring back recommendation to Council (include in site master plan work)
IMPERATRICE PROPERY (SOUTHERN LOTS)	PW	EFU	Currently Leased purchased 1996 $950K	Longer term - evaluate best overall use (site master plan)

City Surplus Land (June 2022 Council Discussion)

North Mountain Property:
Declared Surplus
Realtor engaged to list and sell this property currently

- Based density for this parcel is 4.2 dwelling units. (The allowed residential density in NM-MF is 12 du/ac See: AMC 18.3.5.060.)
- Installation of half street improvements.

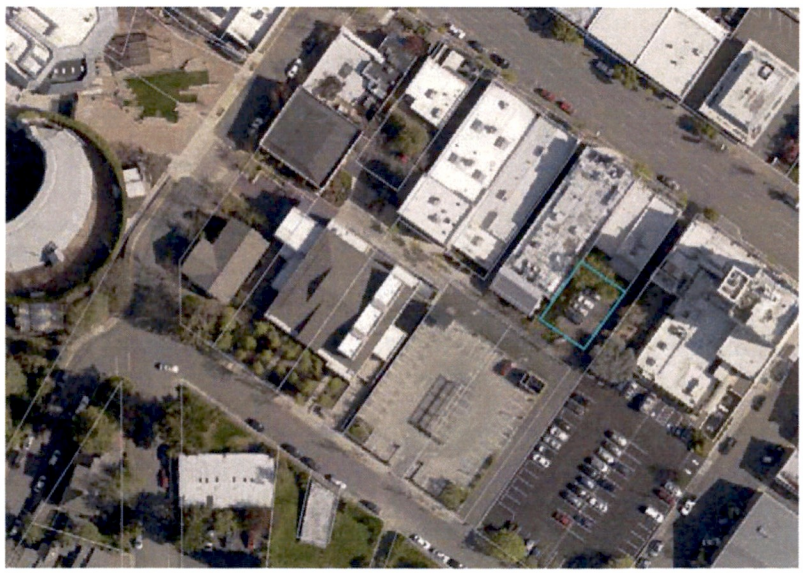
City Surplus Land (June 2022 Council Discussion)

Downtown Parking lot (391E09BC 201)
Declared Surplus 4/6/2021

The property is a .06 acre lot located in the downtown zoned C-1-D.

The parcel is currently leased for parking. The parcel provides 5 parking spaces.

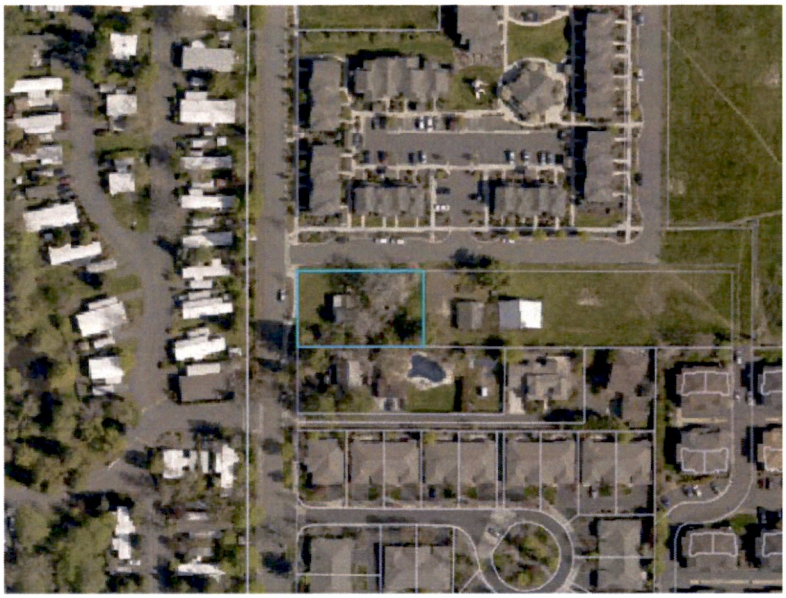
Parking use licensing agreements are in place with several of the current users of the spaces and can be terminated to allow for sale.



City Surplus Land (June 2022 Council Discussion)

380 Clay Street:
No final Council decision of disposition yet.

- The property is .32-acres
- Residentially zoned (R-2) with has a base density of 4.33 units.
- 2021 appraised value of $340k.
- The property contains an 1890 two-story 1093 square-foot house, open pit well, and large cottonwood protected through prior action.



City Surplus Land (June 2022 Council Discussion)

B Street Yard:
Relocation of Yard necessary prior to sale

- The property is 2.22 acres over 4 lots
- Employment zoned (E-1)
- Once a building has been constructed on the Hardesty property and equipment relocated the B Street property, the Council can move forward with a defined surplus strategy.

City Surplus Land (June 2022 Council Discussion)

Imperatrice Property:

- The Imperatrice Property was purchased in 1996 for $950,288 using Food and Beverage Tax proceeds.
- zoned Exclusive Farm Use (EFU)
- 864 acres total on 7 tax lots
- 472 acres has been used for leased farming.
- Not in City or UGB

ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
June 4, 2024

I. CALL TO ORDER

Mayor Tonya Graham called the meeting to order at 6:05 pm.

1. Land Acknowledgement**

Councilor Kaplan read the land acknowledgment.

II. PLEDGE OF ALLEGIANCE

Councilor Hyatt led the pledge of allegiance.

III. ROLL CALL

Mayor Graham, Councilors Hyatt, Dahle, Kaplan, DuQuenne and Hansen were present. Bloom was absent.

IV. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

Graham announced that fire season has begun (June 1, 2024) and referred residents to the new website for information on how to prepare one's home and property for wildfire prevention and for evacuation.

1. Flag Day Proclamation

Mayor Graham read the proclamation into the record.

V. APPROVAL OF MINUTES

1. Minutes of the May 20 - Study Session Meeting
2. Minutes of May 21 - Business Meeting

Councilor DuQuenne/Dahle m/s approve the minutes.
Roll Call Vote: Councilors Hyatt, Kaplan, DuQuenne, Dahle and Hansen, YES. Motion passed.

VI. SPECIAL PRESENTATIONS

VII. CITY MANAGER REPORT

Cotta announced the new website launched May 22, 2024, with ongoing updates. All committee information will be moved to Laserfiche. The June 2024 Newsletter has been published. the City will be looking for a new Band Director as the current director has taken another position. Call for artists is out for a decorative crosswalk that will be near the entrance to Lithia Park. Fire Season began June 1, 2024 and it is expected to hotter and drier this summer- please see the website for tips on ways to prepare.

VIII. **PUBLIC FORUM**

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

Paul Mozina/Ashland - Mozina spoke of the recently amended telecommunications ordinance. He found no consideration of the health and safety impacts of RF radiation where sensitive people tend to congregate.

Jackson Bangs/Medford - Spoke in favor of the Ashland Climate and Clean Air Policy Package. He urged the City to include a carbon pollution fee for connecting new homes to gas hookups, a low nitrogen oxide emission standard for appliances in new homes, a provision to stop the expansion of new gas pipes in rights of way by the end of 2025 when the franchise agreement with Avista is up for renewal.

Jacki Rosen/Ashland - Spoke in support of the Climate and Clean Air Policy Package. Rosen urged the Council to direct City staff to draft policy language for each element of the package for the August 5, 2024, study session.

Flavia Franco/Ashland - Spoke in support of the Climate and Clean Air Policy Package. Franco mentioned the Green Energy Institute has already drafted language so the City does not have to start from scratch.

Sitka Moss/Trail - Moss asked again for a resolution for a ceasefire in Gaza and asked for passage of a resolution by Council to consider and talk about these issues.

Ancient Hatfield/Ashland- Spoke in favor of a resolution for a ceasefire in Gaza. Hatfield asked the Council to join the rest of the world in saying this genocide must end now by creating a resolution or receiving help to draft one.

Tony Foster/Ashland- Foster read from section 1091 of Title 18, United States Code that prohibits genocide into the record. Foster encouraged the City to pass a ceasefire resolution along with the International Criminal Court and the International Court of Justice.

Gavin Borgias/Ashland- Spoke in favor of a ceasefire resolution. Borgias spoke that this genocide has gone on long enough without opposition from the highest levels.

CONSENT AGENDA

1. Recology Resolution
2. Affordable Childcare Ad Hoc Committee Appointment
3. Liquor License Approval for Cafe Lumina LLC
4. Liquor License Approval for Rogue Valley Roasting Company

Kaplan asked to remove Item #4 from the Consent Agenda.

Hyatt/ Kaplan m/s - approval of the consent agenda as proposed for items one through three. No discussion.

Roll Call Vote: Hyatt, Dahle, Kaplan, DuQuenne, Hansen, YES. Motion passed.

Kaplan spoke with respect to Item #4, approval of the liquor license for the Rogue Valley Roasting Company. Kaplan disclosed his role as a board director and one of over 13,000 owners of the Ashland Food Coop which purchased the Rogue Valley Roasting Company. Kaplan did not believe his association with the Ashland Food Coop prevented him from making an independent decision on this application, but on advice from the City Attorney, he recused himself from discussion or voting on this item. Hyatt spoke that she would also

have a potential conflict of interest as a member of the Coop. DuQuenne spoke that she had a conflict of interest and would recuse herself, as her son works for the Ashland Food Coop. Hansen spoke that he is a member of the Ashland Food Coop. City Attorney McGeary reviewed State Ethics law prohibiting elected officials from using their office to influence decisions that may benefit their business associations. He encouraged Council members with potential conflict not to discuss or try to otherwise influence others voting on the matter. DuQuenne asked to remain recused, while other members stated their conflict did not interfere with their ability to make an independent decision from their own personal interests.

Dahle/Hansen m/s to approve the liquor license for Rogue Valley Roasting Company
No Discussion.
Roll Call Vote: Hyatt, Dahle, Kaplan, Hansen, YES. DuQuenne, abstain. Motion passed.

Hyatt/ Dahle m/s to approve Councilor DuQuenne's recusal on this item.
No Discussion.
Roll Call Vote: Hyatt, Dahle, Kaplan, Hansen, YES. Motion passed.

IX. PUBLIC HEARING

1. First Reading – ORD 3237 An Ordinance Relating to Amending AMC 2.28 to add the Department of Innovations and Technology (DoIT)

McGeary spoke of the need for this resolution.
Councilor Hyatt/Hansen m/s approval of first reading of Ordinance #3237, An Ordinance Relating to Amending AMC 2.28 to add The Department of Innovation and Technology. Scheduling of its second reading for June 18, 2024.
Discussion: Hyatt spoke that it seemed prudent and was happy to make the motion. Hansen spoke of his support in the creation of this department
Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

Mayor Grahm opened the public hearing. Not comments. Closed the public hearing.

2. First Reading - ORD 3240 An Ordinance for Right of Way Vacation of a Portion of Fern Street

Scott Fleury, Public Works director, provided the background information on the vacation of this portion of Fern Street. Council approved this request in December of 2023, and the City has moved forward with requirements to vacate the right of way. This includes a Planning Commission meeting with a recommendation to Council, development of the ordinance language, creation of the right of way boundary, and a map of survey. The recommendation from the Planning Commission was to include a pedestrian and utility access easement overlay, which has been included in the map of survey. Notification was provided as required by Oregon Revised Statute, which included noticing the agenda and at the street location. Kaplan asked about the pedestrian easement. Fleury clarified this is not listed in the

ordinance language which defines the vacation of right of way but is provided in the separately recorded map of survey.

Councilor Hansen/Kaplan m/s to approve Ordinance Number 3240 an Ordinance relating to the vacation of a portion of Fern Street as amended to not read Otis Street but correctly Fern Street.

Discussion: Hansen thanked the City for its efforts. McGeary noted as this is the first reading there needs to be a public hearing.

Hansen withdrew his motion.

Mayor Graham opened the public hearing. No comments. Closed the public hearing.

Councilor Hansen/Kaplan m/s to approve Ordinance Number 3240 an Ordinance relating to the vacation of a portion of Fern Street as amended to correct the reference from Otis Street to Fern Street.

Hansen again thanked the City for its work benefiting these residents.

Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

3. First Reading - ORD 3241 An Ordinance for Right of Way Vacation of a Portion of Meadows Drive

Fleury spoke that this right of way was reserved for a future street connection in that neighborhood which is no longer needed or warranted. Property owners asked the City to vacate the right of way, which the Council approved in December of 2023. Since then, the Planning Commission met and provided a recommendation to Council. The City has since created the ordinance and legal exhibit language of the area to be vacated on Meadows Drive. Hansen asked about the sidewalk, and Fleury confirmed it would no longer be a City project, but a Meadows Homeowners Association project.

Mayor Graham opened the public hearing. No comments. Graham closed the public hearing.

Councilor Dahle/Hyatt m/s to approve Ordinance Number 3241, an Ordinance relating to the vacation of a portion of Meadows Drive

Discussion: Dahle thanked Fleury and the Planning Commission. Hyatt did likewise.

Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

4. Approval of Resolutions 2024-15, 2024-17, and 2024-18 Related to the Annual Budget Declarations for Property Tax, State Revenues, Ashland Services for FY 2025

Mariane Berry, Finance Director, provided information about the three budget-related resolutions: the first for levying taxes, the second certifying City of Ashland services, and the third for declaring the City's election to receive state revenues for liquor and marijuana.

Mayor Graham opened the public hearing. No comment. Graham closed the public hearing.

Councilors Hansen/Dahle m/s to approve Resolution 2024-15 Levying Taxes for the Fiscal

Year July 1, 2024 through June 30, 2025, Such Taxes in the Levy Rate of $4.2865/$1,000 Assessed Value Upon All the Real and Personal Property Subject to Assessment and Levy Within the Corporate Limits of the City of Ashland, Jackson County, Oregon. And the City Council also levies a tax for the repayment of General Obligation Debt in the amount of $215,815.

Discussion: Hansen thanked Berry for the communication that the general obligation debt was for Fire Station Number 2. Dahle thanked Hansen for the clarification on that. DuQuenne spoke that she will not support this, as she did not vote for the budget.

Roll Call Vote: Hyatt, Kaplan, Dahle, and Hansen, YES. DuQuenne, NO Motion passed. 4-1

Councilor Kaplan/Hyatt m/s to approve a resolution: Resolution 2024-17 Certifying City of Ashland Services

Discussion: Hyatt spoke in favor of this motion as it is important and progress to the subventions motion. If the City does not certify that Ashland provides services such as Police and Fire, it would be unable to then approve the receiving of State funds.

Roll Call Vote: Hyatt, Kaplan, Dahle, and Hansen, YES. DuQuenne, NO Motion passed. 4-1

Councilor Hyatt/Hansen m/s to approve a resolution titled: Resolution 2024-18 Declaring the City's Election to Receive State Revenues.

Discussion: Hyatt spoke that her previous remarks stand. Hansen agreed.

Roll Call Vote: Hyatt, Kaplan, Dahle, and Hansen, YES. DuQuenne NO. Motion passed. 4-1

Graham thanked Berry for her work that allowed the City to receive the funds that pay for things in the general fund such as Police and Fire. Hyatt added that these funds also pay for the City's Housing Fund, such as the marijuana revenues that allow the City to have the Housing Trust Fund.

5. Public Hearing - Termination of Electric Service

Kolodzinski spoke that this item was pulled from the agenda at this time. It may come back at a later date.

X. UNFINISHED BUSINESS

1. Shelter Goals

Graham brought this forward in relation to the ad hoc committee that was formed to develop the master site plan for the 2200 Ashland Street facility. Graham along with Councilors Kaplan and DuQuenne have been working on the development of that committee. Graham asked for general guidance for this committee. Kaplan spoke to the third goal that talks about a pathway to long-term housing in Ashland for those experiencing homelessness and asked about the possibility of including shelter at that location. Graham did not intend to exclude this, but assumed it was included as being in the range from shelter on through to other types of housing. Kaplan suggested adding it in the language, which Graham noted. DuQuenne added that the second bullet point could be a broader conversation. Graham

asked if the broader discussion of South Ashland at Council was something Councilors would like to see on the agenda and asked Cotta to note to add this to a future agenda. Hyatt spoke in support of the goals as they have been articulated. Hansen agreed that the goals were broad enough to promote robust conversations. Dahle asked when the Council will hear back from this committee. Graham spoke to two community engagements for this project, the first for the end of August and the second toward the end of September. Graham clarified that first the committee will take the parameters from Council and process the options before the first community engagement. DuQuenne spoke that it was appropriate for the committee to meet at the property.

Councilor Hyatt/Kaplan m/s approval of the community goals for the 2200 Ashland Street property as amended.
Discussion: no discussion
Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

XI. NEW BUSINESS

XII. ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Community Center and Pioneer Hall Construction Contract

Fleury spoke about this request to approve a construction contract with Outlier Construction LLC for the rehabilitation of the Community Center and Pioneer Hall. The base bid covers all the major structural issues for both buildings that were defined in previous conversations with Council. These include roof live and dead load, floor live and dead load, primary ADA accessibility issues. The alternative bid structure includes additional ADA accommodations, removal and replacement of the kitchen in the Community Center to make it ADA compatible, painting and finishes, and replacing the HVAC in both facilities. There is also a provision to consider rectifying potential damage to other parts of the buildings that may occur during this type of renovation. The expectation is for the work to begin in July or August 2024 and to be completed in early 2025 for both buildings.

Hyatt reflected to the ad hoc committee's consideration in June of 2021 which looked at cost effective solutions. At that time, Council was presented with a Moment Frame option that was not included in the current bid. Fleury spoke that the only firm to respond to the solicitation presented a different solution that was more robust as they would be carrying the liability. Dahle asked for clarification that the engineering firm accepted the bid based on these changes, and Fleury confirmed. DuQuenne reflected on the ad hoc committee work of 2021 and asked about the current bid amount of $1.7 million. Fleury clarified that the base bid is for just over $1 million, with the $0.7 million adding the alternative modifications to the package for both buildings. DuQuenne asked about the difference between the $350,000 amount proposed for both buildings in 2021 and the current bid. Fleury explained the 2021 bid did not include the HVAC system, full ADA accommodations for both facilities, some of the fit and finishes, or mitigation of the loading conditions for the facilities themselves. This resolves more issues than were considered by the ad hoc committee. DuQuenne recalled a previous Councilor's suggestion in 2021 to complete the first portion of the project, and fund raise for

the rest which she agreed with. Hyatt summarized that prior to the ad hoc committee it was just over $400,000 for each building for a total of about $800,000 to do them both. The subsequent ad hoc committee solution was $350,000, and now the menu presented is as high as $1.7 million. Fleury spoke that the current bid includes all of the ad hoc committee recommendations and includes the ADA modifications and other elements described. Graham asked Fleury to elaborate on the cost difference between residential and commercial renovations. Fleury explained the higher cost for renovations versus new buildings, and the increase of 30-40 percent over the last few years for labor and cost of goods. He added that working with the City requires a high level of liability insurance which add up. DuQuenne asked about the range of costs available to the Council, and Fleury clarified that the base bid will cover all necessary structural issues, and the alternative additions are open to Council discretion. Fleury added this project has been approved by the Historic Preservation Committee.

Councilor Dahle/Kaplan m/s to award a public improvement contract to Outlier Construction LLC for Project No. 2020-15 and 16 Community Center and Pioneer Hall Rehabilitation including all bid schedule alternatives, except 4, in the amount of $1,722,490.

Discussion: Dahle mentioned Council had just over 2.3 million budgeted for in the 2023-25 capital allocation. This project is $400,000-500,000 less than that and includes $250,000 of contingencies just in case something is found during construction. Final cost could come in well below the $1.7 million. Kaplan agreed, and thanked Fleury. Hansen shared his child spent mornings in this building and many residents have memories there. Hansen spoke in support of the more complete renovation. DuQuenne feels the Community Center needs to be open and hopes it will be open to all people. DuQuenne mentioned this could have been completed three years ago and will vote no. Hyatt thanked the team for including the ADA requirements that have been built into this estimate that will open the doors wide to all that would like to use it. Graham spoke that public investments are different from residential investments, and the community will have these buildings for a long time and is looking forward to the buildings being open.

Roll Call Vote: Hyatt, Kaplan, Dahle, and Hansen, YES. DuQuenne NO. Motion passed. 4-1

Recess taken from 7:26 to 7:35 pm

2. Special Procurement Contract - Chemicals

Fleury spoke about the need for this special procurement to allow the City to use Nielson Research for all water quality testing requirements for the parks system, wastewater system, and water system. The City is mandated to complete regulatory testing for each of these systems. The City has used Nielson Research before, and this special procurement would be for a five-year period starting from July 1, 2024. Hansen recalled this item being discussed last year, and asked how this is different so that it does not have to come back each year. Fleury

clarified this would be for a five-year term, so it would not have to come back as a contract renewal. Hyatt asked about the quality of work this laboratory has provided. Fleury spoke to the quality experienced so far and elaborated on potential of streamlining in the future. Kaplan asked about fund tracking and Fleury clarified each department will code those in their respective budgets.

Councilor Hyatt/DuQuenne m/s to approve the Council acting as the contract review board to award a contract-specific special procurement facilitating public contracts for water quality testing services to be directly awarded to Neilsen Research
Discussion: Hyatt spoke the community deserves quality water, and this is an appropriate sole-source and is happy to make the motion. DuQuenne agreed.
Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

3. Resolution 2024-16 Budget Supplemental to Recognize Timber Sales Revenues BN 23-25.

Marianne Berry spoke about this item as it relates to revenues for the timber sales of the Ashland Forest Lands Climate Adaptation Project presented to Council in March and April of this year. The Fire department budgeted for receiving $686,000 in timber sales, and this represents the first payment towards that in the amount of $153,000 to be recognized as revenue. Hansen spoke that we don't know the final number as the project isn't complete, but that this is the first payment of several to come. Kaplan asked about the timing of receiving additional payments. Cotta and Berry anticipated receiving the remainder within the next several months, as the timber is processed.

Councilor Hansen/Kaplan m/s to adopt Resolution 2024-16 authorizing a 2023- 2025 Biennial Supplemental Budget.
Discussion: Hansen thanked the Ashland Forest Climate Adaptation Program and Berry with her team. Kaplan agreed.
Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

4. Resolution 2024-19 to Approve Allocation of Transient Lodging Tax Proceeds to Travel Ashland

Marianne Berry spoke about this annual resolution. This is to allocate $517,000 of the Transient Lodging Tax proceeds to the Ashland Chamber's subsidiary Travel Ashland for fiscal year 2025. Graham confirmed this was in line with the budget, to which Berry affirmed. DuQuenne asked what happens to the remainder of this tax. Berry spoke the remaining funds are allocated for business facade improvements, event needs, beautification of downtown, wayfinding signs and upgrades for waste removal in core areas.

Councilor Kaplan/Dahle m/s to approve a Resolution to Approve Allocation of Transient Lodging Tax Proceeds to Travel Ashland
Discussion: no discussion
Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

Discussion on process related to changing a prior vote. DuQuenne would like to change her vote to the affirmative on Resolution 2024-17 and 2024-18.

Hansen/Hyatt m/s to give Councilor DuQuenne reconsideration opportunity to vote again for Resolution 2024-17.

No Discussion

Roll Call Vote: Hyatt, Kaplan, Dahle, and Hansen, YES. Motion passed.

Kaplan/Hyatt m/s to approve Resolution 2024-17 Certifying City of Ashland Services.

No Discussion

Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

Dahle/Kaplan m/s for reconsideration for Resolution 2024-18.

No Discussion

Roll Call Vote: Hyatt, Kaplan, Dahle, and Hansen, YES. Motion passed.

Hyatt /Kaplan m/s to approve a resolution titled Resolution 2024-18 Declaring the City's Election to Receive State Revenues

No Discussion

Roll Call Vote: Hyatt, Kaplan, DuQuenne, Dahle, and Hansen, YES. Motion passed.

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

Hansen spoke of receiving information that Mount Ashland is starting construction on the new beginner lift. He spoke of a Transportation System Distribution bike tour with County officials last month and was able to see how the City of Central Point worked with the County and State to make their bike transportation system more comprehensive.

Kaplan spoke about the Housing and Human Services Advisory Committee meeting. There were excellent presentations. The first was on the Rural Development Home Loan Program as another assistance for low-income buyers to the USDA. The second was about the long history of accessory dwelling units (ADU) in Ashland. The last presentation was about all of the long-range planning work that is underway.

Dahle spoke of appreciating the discussion about the Historic Preservation committee, the preservation of Pioneer Hall, a ribbon cutting at railroad park, and the unveiling of the historic medallions along the walk they went on. Three houses received historic preservation awards. Dahle spoke of the Social Equity and Racial Justice Committee's (SERJAC) social gathering. Co-Chair Precious Yamaguchi opened up SOU's Hawk dining hall so that the committee could meet in person. Dahle spoke of Airport Day and thanked all the work from all the departments on this event.

Hyatt spoke that Southern Oregen Regional Economic Development Inc. (SOREDI) is getting ready for its next membership year and will hear from the executive director on July 16, 2024. As Council Liaison to the Planning Commission, Hyatt was very thankful for the ongoing good work and attention to that work.

DuQuenne spoke the collaboration between the Historic Preservation Committee and the Public Arts Committee is inspiring, and she has seen people stop and look at the medallions. DuQuenne appreciated SOREDI's involvement with walking through the old Ashland Cinema and looks forward to the students who have submitted proposals for that space.
Graham spoke of meeting with Kaplan and OSF leadership. The new gift shop is open and doing brisk business, and the outdoor theater and green shows are open.
DuQuenne spoke that on June 11, SOU will raise the flag at Churchill Hall and on June 15 Black Alliance Special Events (BASE) will host a Juneteenth event at Pear Blossom Park.

XIV. ADJOURNMENT
Meeting adjourned at 8:08 pm.

Respectfully Submitted by:

_____
City Recorder Alissa Kolodzinski

Attest:

_____
Mayor Tonya Graham

Council Business Meeting

Date: June 18, 2024

Agenda Item	Liquor License Approval for O'Berons
From	Alissa Kolodzinski, City Recorder
Contact	alissa.kolodzinski@ashland.or.us

SUMMARY

This is a request for approval of a liquor license application for Obersons Cocktail Bar & Restaurant DBA JaJaJa LLC at 45 N. Main st.

POLICIES, PLANS & GOALS SUPPORTED

AMC Chapter 6.32 Liquor License Review

BACKGROUND AND ADDITIONAL INFORMATION

This is an application for a Change of Ownership - Full On-Premises

FISCAL IMPACTS

N/A

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Ashland Fire, Police, and Planning departments support this application.

I move to approve the liquor license for Oberons Cocktail Bar & Restaurant.

REFERENCES & ATTACHMENTS

1. Pages from JaJaJaLLC-liquor_license_application 5.28.24_Redacted

OREGON LIQUOR & CANNABIS COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
   - If the premises street address is within a city's limits, the local government is the city.
   - If the premises street address is not within a city's limits, the local government is the county.
3. You can submit the application to the OLCC if:
   1. You have WRITTEN documentation showing the date the local government received the application or;
   2. The local government has provided you their recommendation.

   ALL forms and documents must be a **PDF** attachment
4. **Email the PDF application that contains the local government recommendation or proof of submission** to: OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
   When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - *Please see the general definitions of the license request options below:*

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to change from an Off-Premises to a Limited or Full On-Premises Sales license **OR** from a Limited to Full On-Premises Sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review OAR 845-006-0301 for the definitions of "applicant" and "licensee" and OAR 845-005-0311 to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:
- Complete the Authorized Representative Form designating a person/entity to act on your behalf and submit with the application.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

- ☒ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd ☐4th ☐5th

Brewery

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐2nd ☐3rd

Distillery

- ☐ Primary location

Additional tasting locations: (Use the DISTT form **HERE**)

☐ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

☐ No Recommendation/Neutral

Printed Name _____ Date _____

Signature _____

Oberons Cocktail Bar & Restaurant

Trade Name

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:	Name of entity or individual applicant #2:
JaJaJa LLC	
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Oberons Cocktail Bar & Restaurant

Premises street address (The physical location of the business and where the liquor license will be posted):

45 N. Main Street

City:	Zip Code:	County:
Ashland	97520	Jackson

Business phone number:	Business email:
541-708-6652	jajajaoberons@gmail.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):

965 Pinecrest Terrace

City:	State:	Zip Code:
Ashland	OR	97520

Does the business address currently have an OLCC liquor license? ☐ Yes ☐ No	Does the business address currently have an OLCC marijuana license? ☐ Yes ☐ No

APPLICATION CONTACT INFORMATON – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Wenda Puzzo

Phone number:	Email:
[redacted]	[redacted]

LIQUOR LICENSE APPLICATION

TERMS

- "Real property" means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- "Common area" is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area's designation as a "common area" is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-005-0311 and attests that:

1. At least one applicant listed in the "Application Information" section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.

2. No person not listed as an applicant in the "Application Information" section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.

3. The licensed premises at the premises street address proposed to be licensed either:
   a. Does not include any common areas; or
   b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
      - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in "common areas" and that this requirement applies at all times, even when the business is closed.

4. The licensed premises at the premises street address either:
   a. Has no area on property controlled by a public entity (like a city, county, or state); or
   b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Applicant name	Signature	Date
Wenda Puzzo		
Albert Lewis		
Applilcant name	Signature	Date
Applicant name	Signature	Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.

Council Business Meeting

Date: June 18, 2024

Agenda Item	Contract Awards for Chemicals Acquisition
From	Scott Fleury, Director
Contact	scott.fleury@ashland.or.us

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 2025 public contract awards 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).

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 AMC 2.50.006, the City Council acting as the Local Contract Review Board is required to approve the award of public contract(s) resulting from a formal competitive sealed bid.

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. The formal ITB is required because the total cost for these chemicals exceeds $100,000.00.

The ITB is structured to receive bids for nine (9) different chemicals required of the treatment processes from multiple vendors. Vendors can bid on any or all of the chemicals. Individual contracts will be awarded upon Council approval to the lowest bidder for each chemical type. The term for these public contracts will begin on July 1, 2024 and end on June 30, 2025.

The ITB was released on Oregonbuys the States procurement website on May 8, 2024 and bids were received on June 4, 2024. The City received eight (8) bids for the nine (9) different chemicals required for water and wastewater treatment.

FISCAL IMPACTS

Table 1 below shows the breakdown of chemical costs for fiscal year 2025. Chemicals are budgeted for in the current biennium and adequate funds are available.

Table 1: ITB Estimated Chemical Totals Fiscal Year 2025

		Bidder	Est. # of orders for FY25	Cost/Order FY25	Total Estimated Cost
Chemical #1	Aluminum Sulfate - Eco Services or Cascade Columbia (No Substitution)	Thatcher Company of California, Inc.	13	$ 6,162.02	$80,106.26
Chemical #2	SODIUM HYPOCHLORITE	Cascade Columbia Distribution Company	13	$ 5,505.00	$71,565
Chemical #3	Cytec Superfloc C-573 Flocculant -or- Polydyne Moe 106 PWG Flocculant (No Substitutions)	Northstar Chemical Inc.	6	$ 1,544.40	$50,000
Chemical #4	Cytec Superfloc N-300 LMW Flocculant (No Substitutions)	Univar Solutions USA Inc.	6	$ 1,544.40	$9,266.40
Chemical #5	SODA ASH, DENSE, FREE FLOWING	Cascade Columbia Distribution Company	13	$ 4,765.50	$61,951.50
Chemical #6	SODIUM CARBONATE PEROXYHYDRATE, FREE FLOWING ("GREENCLEARN" OR EQUIVALENT)	Univar Solutions USA Inc.	5	$ 9,360.00	$46,800
Chemical #7	SODIUM HYPOCHLORITE	Cascade Columbia Distribution Company	13	$ 2,202.00	$28,626
Chemical #8	CITRIC ACID 50%	Univar Solutions USA Inc.	12	$ 4,591.44	$55,097.28
Chemical #9	Aluminum Sulfate	Thatcher Company of California, Inc.	24	$ 6,162.02	$147,888.48

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve public contract awards for chemicals acquisition with Northstar Chemical Inc., Thatcher Company of California Inc., Cascade Columbia Distribution Company, and Univar Solutions USA Inc.

REFERENCES & ATTACHMENTS

1. 2025 Chemical Invitation to Bid-Summary Results
2. Cascade Columbia Distribution Company Contract
3. Northstar Chemical Inc. Contract
4. Thatcher Company of California, Inc. Contract
5. Univar Solutions USA Inc. Contract

2024 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants								
Bids due by 2:00:00 PM (PST) June 4, 2024								
Firm pricing July 1, 2024 to June 30, 2025								
CHEMICAL #1 - WTP ___ Aluminum Sulfate - Eco Services or Cascade Columbia (No Substitution)	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer	NO BID	Chemtrade	NO BID	NO BID	NO BID	NO BID	Eco Services	Thatcher Company of California, Inc.
Number of pounds (Lbs.) per gallon in solution		11.08					10.829	11.09
Number of dry pounds (Lbs.) per gallon Alum		5.3184					10.829	5.41
Price per dry ton		$ 872.44					$ 751.00	$ 293.17
Cost per order - 4,500 gallons		$ 10,440.00					$ 18,298.30	$ 3,562.02
Delivery charge per order		N/A					Included	$ 2,600.00
Comments:		N/A					N/A	Attachement #1, Appendices A & B form part of our proposal.
In case of emergency for Tote order:								
Price per Tote (300-330 Gal per tote)		$ 375.00					$ 2,404.33	$ 884.21
Cost per order - (6) Totes		$ 2,250.00					$ 14,426.01	$ 5,305.26
Delivery charge per order		N/A					Included	$ 1,700.00
CHEMICAL #2 - WTP ___ Sodium Hypochlorite 12.5%+ LOW SALT, FILTERED	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer	NO BID	Hasa	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Number of gallons per tote		300						
Price per gallon		$ 3.67						
Cost per tote		$ 1,101.00						
Cost per load (5) totes		$ 5,505.00						
Delivery charge per order		N/A						
Comments		N/A						

2024 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants								
Bids due by 2:00:00 PM (PST) June 4, 2024								
Firm pricing July 1, 2024 to June 30, 2025								
CHEMICAL #3 - WTP Cytec Superfloc C-573 Flocculant -or- Polydyne Moe 106 PWG Flocculant (No	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer		Cytec	NO BID	Polydyne MOE 106PWG	NO BID	NO BID	Kemira Water	NO BID
Price per pound (Lb)	$ 2.09	$ 2.21		$ 1.70			$ 2.44	
Cost per 500 Lb drum	$ 1,045.00	$ 1,105.00		$ 850.00			$ 1,220.00	
Cost per order - 4 each 500 lb drums	$ 4,180.00	$ 4,420.00		$ 3,400.00			$ 4,880.00	
Delivery charge per order	N/A	N/A		$ -			Included	
Comments	N/A	N/A		N/A			N/A	
CHEMICAL #4 - WTP Cytec Superfloc N-300 LMW Flocculant (No Substitution)	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer		Cytec	NO BID	NO BID	NO BID	NO BID	Kemira Water	NO BID
Price per pound (Lb)	$ 5.02	$ 3.97					$ 3.15	
Cost per 25kg or 55.12 Lb bag 55.12 Lb bag	$ 276.63	$ 218.83					$ 193.05	
Cost per order - (8) bags	$ 2,213.09	$ 1,750.64					$ 1,544.40	
Delivery charge per order	N/A	N/A					Included	
Comments	N/A	N/A					N/A	
CHEMICAL #5 - WTP Soda Ash, Deuse, Free Flowing (Or Equivalent)	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer		Tata and Ciner	NO BID	NO BID	NO BID	Genesis Alkali, LLC	Sisecam Chemical	NO BID
Number of pounds (Lbs.) per bag	50	50				50	50	
Number of bags per pallet	49	Tata 50/ Ciner 49				54	54	
Price per pound (Lb)	$ 0.45	$ 0.35				$ 0.385	$ 0.38	
Cost per order 270 bags (5) pallets	$ 6,102.00	$ 4,765.50				$ 5,197.50	$ 5,130.00	
Delivery charge per order	N/A	N/A				Included	Included	
Comments	N/A	N/A				N/A	N/A	

2024 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants								
Bids due by 2:00:00 PM (PST) June 4, 2024								
Firm pricing July 1, 2024 to June 30, 2025								
CHEMICAL #6 - WTP Sodium Carbonate Peroxyhydrate, Free Flowing - ("Greenclean" Or Equivalent)	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer		NO BID	NO BID	NO BID	NO BID	NO BID	Greenclean Pro	NO BID
Number of pounds (Lbs.) per bag	50						50	
Number of bags per pallet	49						40	
Price per pound (Lb)	$ 1.30						$ 1.17	
Cost per order 160 bags (4) pallets	$ 10,400.00						$ 9,360.00	
Delivery charge per order	N/A						Included	
Comments	N/A						N/A	
CHEMICAL #7 - WWTP Sodium Hypochlorite 12.5%	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer		Hasa	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Number of gallons per tote	330	300						
Price per gallon (gal)	$ 4.50	$ 3.67						
Cost per tote	$ 1,485.00	$ 1,101.00						
Cost per load/order (2) totes	$ 2,970.00	$ 2,202.00						
Delivery charge per order	N/A	N/A						
Comments	N/A	N/A						
CHEMICAL #8 - WWTP Citric Acid 50%	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer	Brenntag Pacific, Inc	Cascade Columbia Distribution Company	NO BID	NO BID	Shannon Chemical Corporation	NO BID	Univar Solutions USA Inc.	NO BID
Number of gallons per tote		275			330		252	
Price per gallon (gal)	$ 10.14	$ 11.48			$ 17.17		$ 9.11	
Cost per tote	$ 3,346.20	$ 3,157.00			$ 5,666.10		$ 2,295.72	
Cost per load/order (2) totes	$ 6,692.40	$ 6,314.00			$ 11,332.20		$ 4,591.44	
Delivery charge per order	N/A	N/A			Included		Included	
Comments	N/A	N/A			N/A		N/A	

2024 BID TAB - Invitation to Bid Chemicals for Water & Wastewater Treatment Plants								
Bids due by 2:00:00 PM (PST) June 4, 2024								
Firm pricing July 1, 2024 to June 30, 2025								
CHEMICAL #9 - WWTP Aluminum Sulfate	**Brenntag Pacific, Inc**	**Cascade Columbia Distribution**	**Chemtrade Chemicals US LLC**	**Northstar Chemical Inc.**	**Shannon Chemical Corporation**	**TR Inernational Trading Company**	**Univar Solutions USA Inc.**	**Thatcher Company of California, Inc.**
Manufacturer	NO BID	Chemtrade	Chemtrade Chemicals US LLC	NO BID	NO BID	NO BID	Eco Services	Thatcher Company of California, Inc.
Number of pounds (Lbs.) per gallon in solution		11.08	11.134				10.829	11.09
Number of dry pounds (Lbs.) per gallon		5.3184	5.34				10.829	5.41
Price per dry ton		$ 650.57	$ 695.00				$ 751.00	$ 293.17
Cost per order - 4,500 gallons		$ 7,785.00	$ 8,497.35				$ 18,270.00	$ 3,562.02
Delivery charge per order		N/A	included				Included	$ 2,600.00
Comments		N/A	For conversion purpose only, price equates to $1.8883/gallon.				N/A	Attachement #1, Appendices A & B form part of our proposal.

Goods and Services Agreement

City Information

City of Ashland

Attn: Ben Russell (WWTP)

Alistair Andre (WTP)
Ashland, Oregon 97520

Phone:

Email:

Contractor Information

Firm Name: Cascade Columbia Distribution Co.

Contact:

Address:

Phone:

Email:

Contract Summary

Procurement Method: Invitation to Bid

Completion Date: 06/30/2025

Contract Amount: $ 200,000.00 Not to exceed.

Description of Services: Delivery of Sodium Hypochlorite & Soda Ash for WTP & WWTP

Supporting Documents:		
	2025 ITB Chemicals WTP &	Dated: June 4th, 2024
	Cascade Columbia	Dated: 06/04/2024
	ITB FY25 Awardees	Dated: 06/10/2024
	Cascade Columbia	Dated: 6/10/24

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 $25,335.05 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 $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles.

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

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

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

Exemption criteria:

Contractor initials if exempt: _____ Date: _____

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

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

8. **Notice**

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

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

6. Remedies

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

6.1.1. Termination of this Agreement.

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

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

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

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

6.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

7. General Provisions

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

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

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

7.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

7.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

7.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

7.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

7.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

7.9. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

7.10. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

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

8. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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

CITY OF ASHLAND:

By: _____

Signature

_____

Printed Name

_____

Date

Cascade Columbia Distribution Co. **(CONTRACTOR):**

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

Purchase Order No. _____

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

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

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

$18.12 per hour, effective June 30, 2023.

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

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **$25,335.05** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **$25,335.05;**
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.
- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

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

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

CITY OF ASHLAND

Goods and Services Agreement

City Information

City of Ashland

Attn: Ben Russell (WWTP)

Alistair Andre (WTP)
Ashland, Oregon 97520

Phone:

Email:

Contractor Information

Firm Name: Northstar Chemical Inc.

Contact:

Address:

Phone:

Email:

Contract Summary

Procurement Method: Invitation to Bid

Completion Date: 06/30/2025

Contract Amount: $ 50,000.00 Not to exceed.

Description of Services: Delivery of specified flocculant for WTP

Supporting Documents:		
	2025 ITB Chemicals WTP &	Dated: June 4th, 2024
	Northstar Chemical Inc. Bid	Dated: 06/04/2024
	ITB FY25 Awardees	Dated: 06/10/2024
		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 $25,335.05 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 $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles.

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

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

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

Exemption criteria:

Contractor initials if exempt: _____ Date: _____

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

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

8. **Notice**

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

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

6. Remedies

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

6.1.1. Termination of this Agreement.

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

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

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

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

6.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

7. General Provisions

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

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

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

7.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

7.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

7.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

7.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

7.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

7.9. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

7.10. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

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

8. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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

CITY OF ASHLAND:

By: _____

Signature

_____

Printed Name

_____

Date

Purchase Order No. _____

Northstar Chemical Inc. **(CONTRACTOR):**

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

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

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

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

$18.12 per hour, effective June 30, 2023.

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

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **$25,335.05** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **$25,335.05**;
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.
- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

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

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

CITY OF ASHLAND

Goods and Services Agreement

City Information

City of Ashland

Attn: Ben Russell (WWTP)

Alistair Andre (WTP)
Ashland, Oregon 97520

Phone:

Email:

Contractor Information

Firm Name: Thatcher Company of CA, INC

Contact:

Address:

Phone:

Email:

Contract Summary

Procurement Method: Invitation to Bid

Completion Date: 06/30/2025

Contract Amount: $ 250,000.00 Not to exceed.

Description of Services: Delivery of aluminum sulfate for WTP & WWTP

Supporting Documents:		
	2025 ITB Chemicals WTP &	Dated: June 4th, 2024
	Thatcher Bid	Dated: 06/04/2024
	ITB FY25 Awardees	Dated: 06/10/2024
		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 $25,335.05 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 $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles.

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

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

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

Exemption criteria:

Contractor initials if exempt: _____ Date: _____

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

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

8. **Notice**

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

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

6. Remedies

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

6.1.1. Termination of this Agreement.

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

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

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

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

6.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

7. General Provisions

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

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

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

7.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

7.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

7.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

7.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

7.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

7.9. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

7.10. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

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

8. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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

CITY OF ASHLAND:

By: _____

Signature

_____

Printed Name

_____

Date

Thatcher Company of California, Inc. **(CONTRACTOR):**

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

Purchase Order No. _____

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

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

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

$18.12 per hour, effective June 30, 2023.

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

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **$25,335.05** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **$25,335.05**;
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.
- **Note**: For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

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

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

CITY OF ASHLAND

Goods and Services Agreement

City Information

City of Ashland

Attn: Ben Russell (WWTP)

Alistair Andre (WTP)
Ashland, Oregon 97520

Phone:

Email:

Contractor Information

Firm Name: Univar Solutions USA Inc.

Contact:

Address:

Phone:

Email:

Contract Summary

Procurement Method: Invitation to Bid

Completion Date: 06/30/2025

Contract Amount: $ 150,000.00 Not to exceed.

Description of Services: Delivery of specified Flocculant, Sodium Carbonate Peroxyhydrate,

Supporting Documents:		
	2025 ITB Chemicals WTP &	Dated: June 4th, 2024
	Univar Solutions USA Inc. Bid	Dated: 06/04/2024
	ITB FY25 Awardees	Dated: 06/10/2024
	Univar Solutions USA Inc.	Dated: 6/10/24

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 $25,335.05 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 $1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles.

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

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

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

Exemption criteria:

Contractor initials if exempt: _____ Date: _____

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

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

8. **Notice**

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

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

6. Remedies

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

6.1.1. Termination of this Agreement.

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

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

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

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

6.3. **Liability Limitation.** In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

7. General Provisions

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

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

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

7.4. **Assignment.** Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.

7.5. **Force Majeure.** Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

7.6. **Deliveries F.O.B destination.** Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.

7.7. **Goods Rejection.** The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

7.8. **Goods Warranty Representation.** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with Supporting Documents and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

7.9. **Waiver of Breach.** One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

7.10. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

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

8. **Merger.** This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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

CITY OF ASHLAND:

By: _____

Signature

_____

Printed Name

_____

Date

Univar Solutions USA Inc. **(CONTRACTOR):**

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

Purchase Order No. _____

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

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

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

$18.12 per hour, effective June 30, 2023.

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

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **$25,335.05** or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over **$25,335.05**;
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.
- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

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

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

CITY OF ASHLAND

Council Business Meeting

Date: June 18, 2024

Agenda Item	Second Reading - ORD 3237 An Ordinance Relating to Amending AMC 2.28 to add the Department of Innovations and Technology (DoIT)
From	Doug McGeary, City Attorney, Acting
Contact	doug.mcgeary@ashland.or.us

SUMMARY

Second Reading of an ordinance establishing Department of Innovation and Technology.

POLICIES, PLANS & GOALS SUPPORTED

Formalizing the establishment of the Department of Innovation and Technology (DoIT) through ordinance acknowledges and solidifies its integral role within the city's operations. By codifying its existence, the city ensures a structured and accountable approach to managing technology resources and initiatives. This department, with its clear mandate and framework, will effectively contribute to the implementation of city policies, plans, and goals by optimizing digital services, fortifying cybersecurity measures, and driving innovation aligned with the city's strategic vision.

BACKGROUND AND ADDITIONAL INFORMATION

Establishing a department through ordinances not only provides a clear legal framework for its existence, structure, and operation within the city government but also ensures transparency, accountability, and adherence to legal requirements in governance. The present director emphasizes in this ordinance that the department transcends the traditional role of merely providing "information" typically associated with IT departments.

This department encompasses several divisions, each playing a crucial role in the city's technological ecosystem. These divisions not only provide computing services and communications in-house but also house the Ashland Fiber Network, which operates as its own enterprise entity within the department. The Ashland Fiber Network delivers internet, cable, and telephone services to the broader community, enhancing connectivity and supporting economic development.

Moreover, DoIT offers services aimed at educating the city's workforce and mitigating cyber threats. By delineating these divisions, the city can enhance its ability to secure and insure its operations effectively against cybercrime activities and potential losses. This strategic approach not only safeguards city resources but also fosters a resilient and technologically advanced municipal infrastructure.

FISCAL IMPACTS

The establishment of the Department of Innovation and Technology through this ordinance does not anticipate any significant fiscal impacts. While this department has not been formally formed previously, the functions have been carried out as necessary within the government structure, typically by a director and administrative staff. This ordinance does not seek to alter the staffing levels or the core functions of the existing IT Department. Therefore, it is anticipated that there will be no fiscal impact resulting from the enactment of these ordinances.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Recommended Motion:

I move approval of second reading of Ordinance #3237, "**An Ordinance Amending AMC 2.28 to add The Department of Innovation and Technology**".

REFERENCES & ATTACHMENTS

1. ORD 3237 - Chapter 2.28 AMC DoIT

ORDINANCE NO. 3237
AN ORDINANCE RELATING TO AMENDING AMC 2.28 TO ADD THE DEPARTMENT OF INNOVATION AND TECHNOLOGY

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, Formalizing the establishment of the Department of Innovation and Technology (DoIT) through ordinance acknowledges and solidifies its integral role within the city's operations.

WHEREAS, By codifying DoIT's existence, the city ensures a structured and accountable approach to managing technology resources and initiatives. A department codified by ordinance more clearly establishes its mandate and framework, with the purpose of effectively contributing to the implementation of city policies, plans, and goals by optimizing digital services, fortifying cybersecurity measures, and driving innovation aligned with the city's strategic vision.

WHEREAS, The City of Ashland wishes to amend AMC 2.28 ADMINISTRATIVE AND OPERATING DEPARTMENTS to add the Department of Innovation and Technology.

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

SECTION 1.

2.28.390 Department of Innovation and Technology – Created

A Department of Innovation and Technology is hereby created which is under the direction of the Director of the Department of Innovation and Technology, and consists of divisions and such employees authorized by the position classification plan or City budget, and such other employees as the City Manager may assign to said Department.

2.28.400 Department of Innovation and Technology – Director – Duties

The Director of the Department of Innovation and Technology, subject to the approval of the City Manager, shall organize and maintain such divisions in said Department as the operation may, in the judgment of the Director, require. The Director of the Department of Innovation and Technology shall be responsible for the general supervision and control of all divisions of said Department and for the performance of the functions herein assigned to said Department.

2.28.410 Department of Innovation and Technology – Functions
The Department of Innovation and Technology provides strategic planning, implementing, and supporting a wide array of technological systems utilized by city departments. These systems serve to enhance communication, computing services, and overall operational efficiency. Additionally, the department ensures the security of these systems and improves the quality of services provided to both internal constituents and members of the community, including residents, visitors, and businesses.

A division of the Department, Ashland Fiber Network (AFN), separately delivers broadband services to the broader community, enhancing connectivity and supporting economic development. AFN operates toward fostering connectivity, economic growth, and technological advancement in Ashland and its surrounding areas.

SECTION 2. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code, and the word "ordinance" may be changed to "code", "article", "section", 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 [No(s.)] need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the 4th day of June, 2024, and duly PASSED and ADOPTED this ___ day of June, 2024.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M. McGeary, Acting City Attorney

Council Business Meeting

Date: June 18, 2024

Agenda Item	Second Reading - ORD 3241 An Ordinance for Right of Way Vacation of a Portion of Meadows Drive
From	Scott Fleury, Director
Contact	scott.fleury@ashland.or.us

SUMMARY

Before the Council is a request to approve and ordinance for the vacation of a portion of the public right of way. The right of way in question is a portion of Meadows Drive near Fair Oaks Drive. The section of right of way was dedicated as a potential future street connection as part of the Mountain Meadows Development. This street connection is no longer necessary and does not serve a purpose that benefits the City's transportation network.

POLICIES, PLANS & GOALS SUPPORTED

City Council:

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

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland was contacted by the property owner and representative surveyor regarding the initiation of the vacation process for the right of way and dedicated street plug as allowed by Oregon Revised Statute. The owner has had the appropriate survey documents and legal description prepared to facilitate the right of way vacation and they can be referenced as attachment #1.

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

(1) **The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners.** Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street

area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.
(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.
(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.
(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases.

Public Works performed an initial assessment to determine if a right of way vacation would be in the public interest. There are no public utilities using that section of right of way. All utilities are provided for on Mountain Meadows Avenue. The right of way does not provide a significant public benefit with respect to a future street corridor connection as development has occurred in the adjacent area restricting future street connections.

Right of Way Vacation Requirements:
In order to appropriately process a right of way vacation certain state and local codes must be addressed. The Oregon Revised Statues (ORS) and City of Ashland Municipal Code detail the requirements to vacate City property:

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

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

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

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

- **The Planning Commission recommended vacating the right of way at their public hearing held on January 9, 2024.**

4.18.040 Public Hearings
Public hearings shall be held as set forth in ORS 271.120, at which time the petitioner and all affected parties

shall be afforded an opportunity to present their views either orally or in writing. The report of the Planning Commission, if any, shall be made a part of the record.

- **This is the action required of Council for the June 4, 2024 Business Meeting.**
- **Since the approval process requires approval of an ordinance there is a required first and second reading in order to become legally binding.**

4.18.050 Action By Council
The City Council, after due consideration of testimony by affected parties, and the report of the Planning Commission may approve, reject, or modify the area proposed for vacation which in its sole judgment is deemed in the public interest. (Ord. 2164 §1, 1982)

FISCAL IMPACTS

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

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve Ordinance Number 3241, an Ordinance relating to the vacation of a portion of Meadows Drive.

REFERENCES & ATTACHMENTS

1. 06 18 24 Right of Way Vacation - Meadows Drive.Ord1
2. 06 18 24 Right of Way Vacation - Meadows Drive.Atch2
3. 06 18 24 Right of Way Vacation - Meadows Drive.Atch3

ORDINANCE NO. 3241

AN ORDINANCE RELATING TO THE VACATION OF A PORTION OF MEADOWS DRIVE

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

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

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

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

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

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

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

A tract of land within the right of way of Meadows Drive, as created on the plat of Mountain Meadows Subdivision, Phase 2 recorded in Volume 21, Page 22 of the Plat Records of Jackson County, Oregon, located in the Northeast Quarter of Section 4, Township 39 South, Range 1 East of the Willamette Meridian, in the City of Ashland, said County and State, more particularly described as follows:

Commencing at a brass disk monumenting the center line intersection of Meadows Drive and Skylark Place, located in the Northeast Quarter of Section 4, Township 39 South, Range 1 East of the Willamette Meridian, in the City of Ashland, Jackson County, Oregon; thence South 21°12'12" West, along the centerline of Meadows Drive, a distance of 146.40 feet; thence South 68°47'48" East, leaving said centerline, a distance of20.50 feet, to the southeasterly right of way line of said road and the POINT OF BEGINNING; thence along said right of way through the following courses, along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 92°19'58", a length of 32.23 feet and a long chord bearing and distance of South 24°57"47" East, 28.85 feet; thence South 23°28'20" West, a distance of 41.13 feet; thence along the arc of a curve to the left having a radius of20.00 feet, a central angle of 87°40'02", a length of 30.60 feet and a long chord bearing and distance of South 65°02'13" West, 27.07 feet; thence, leaving said right of way, North

21°12'12" East, a distance of 81.06 feet, to the POINT OF BEGINNING.

LESS AND EXCEPTING:

The 1' street plug deeded to the City of Ashland per Mountain Meadows Subdivision, Phase2 recorded in Volume 21, Page 22 of the Plat records of Jackson County, Oregon.

SECTION 2. The City Recorder is hereby directed to deliver a certified copy of this Ordinance No. 3241 to the County Clerk, County Assessor, and County Surveyor of Jackson County, Oregon.

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

(a) Renumber sections and parts of sections of the ordinance;

(b) Rearrange sections;

(c) Change reference numbers to agree with renumbered chapters, sections or other parts;

(d) Delete references to repealed sections;

(e) Substitute the proper subsection, section, or chapter numbers;

(f) Change capitalization and spelling for the purpose of uniformity;

(g) Add headings for purposes of grouping like sections together for ease of reference; and

(h) Correct manifest clerical, grammatical, or typographical errors.

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

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2024, and duly PASSED and ADOPTED this _____day of_____, 2024.

PASSED by the City Council this _____ day of _____, 2024.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Douglas M. McGeary, Acting City Attorney

Planning Commission Minutes

Note: Anyone wishing to speak at any Planning Commission meeting is encouraged to do so. If you wish to speak, please rise and, after you have been recognized by the Chair, give your name and complete address for the record. You will then be allowed to speak. Please note the public testimony may be limited by the Chair.

January 9, 2024
REGULAR MEETING
***DRAFT* Minutes**

I. CALL TO ORDER:

Chair Verner had a scheduled absence from this meeting. Vice-Chair Knauer called the meeting to order at 7:00 p.m. at the Civic Center Council Chambers, 1175 E. Main Street.

Commissioners Present:	**Staff Present:**
Doug Knauer	Brandon Goldman, Community Development Director
Kerry KenCairn	Derek Severson, Planning Manager
Eric Herron	Aaron Anderson, Senior Planner
Russell Phillips	Michael Sullivan, Executive Assistant
Susan MacCracken Jain	
Gregory Perkinson	
Absent Members:	**Council Liaison:**
Lisa Verner	Paula Hyatt

II. ANNOUNCEMENTS

Community Development Director Brandon Goldman made the following announcement:

- The City will hold its annual town hall meeting on January 24, 2024, 5:30-7:30 p.m. at the Rogue River Room on the SOU campus. The Mayor will give the State of the City address, and awards will be given to residents for their volunteer work over the past year.

III. CONSENT AGENDA

1. **Approval of Minutes**
   a. December 12, 2023 Regular Meeting

Commissioner MacCracken Jain suggested a non-substantive change to page five of the December 12, 2023 minutes.

Commissioners KenCairn/Perkinson m/s to approve the consent agenda with correction suggested by Commissioner MacCracken Jain. Voice Vote: All AYES. Motion passed 6-0.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please email planning@ashland.or.us. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

IV. PUBLIC FORUM

James Jarrard/Mr. Jarrard noted that the Pledge of Allegiance was not made at the onset of the meeting. Vice-Chair Knauer informed him that it is not common practice for it to be recited during Commission or Advisory Committee meetings.

Mr. Jarrard directed the Commission's attention to public testimony that he had submitted into the record for the Commission's review of PA-T2-2023-00043, 192 N. Mountain Avenue at the November 14, 2023 Regular Meeting. He stated that these letters contained an unintentional clerical error (see attachment #1). He apologized for this error, and expressed his appreciation for the Commission. He added that he will be implementing stronger quality control measures to ensure such errors are not repeated. Mr. Jarrard also submitted a written apology to Chair Verner and the City Recorder's office the record expressing his apologies, and requested that this apology be including in the Public Record. He also requested that the error be corrected in public documents from past meetings.

V. UNFINISHED BUSINESS

A. Approval of Findings for PA-T2-2023-00044, 822 Oak Street

Ex Parte Contact

Commissioner Herron disclosed a site visit. No ex parte contact or other site visits were declared.

Deliberation and Decision

Commissioner Phillips inquired if the dates on section 2.2 of the findings were correct. Mr. Anderson responded that those dates were in error and would be corrected in the final draft of the findings.

Commissioners Perkinson/Phillips m/s to approve the findings as proposed with the correction noted by Commissioner Phillips. Roll Call Vote: All AYES. Motion passed 6-0.

VI. TYPE II PUBLIC HEARING

A. PLANNING ACTION: PA-T2-2023-00045
SUBJECT PROPERTY: 765 Cambridge Street
APPLICANT/OWNER: Alan and Judith Harper
DESCRIPTION: A request for Site Design Review, Outline, and Final Plan approval for a four-unit Cottage Housing Development and Performance Standards subdivision. The application also includes a request for exception to the street standards to not install sidewalk along Cambridge St. **COMPREHENSIVE PLAN DESIGNATION:** R-1-5; **ZONING:** Single Family Residential; **ASSESSOR'S MAP:** 39 1E 05 AD; **TAX LOT:** 101

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please email planning@ashland.or.us. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

Ex Parte Contact

Commissioners KenCairn and MacCracken Jain stated that they have had social engagements with the applicant through the Rotary Club, but that this project was not discussed. Vice-Chair Knauer stated that he had conducted a site visit. No other ex parte contact or site visits were declared.

Staff Presentation

Mr. Anderson began by outlining the request from the applicant. He stated that the requested exception to street standards is likely not warranted and that staff recommended that this portion of the application be denied. Mr. Anderson noted that the applicant had provided findings formatted similarly to City findings, which can be found on pages 79-87 of the packet, which reference approval of the exception to street standards. Mr. Anderson explained that these findings were cited by staff in their own findings, found on pages 57-73 of the packet, but were amended by staff to recommend denying the exception to street standards.

Mr. Anderson outlined how the application met density standards for cottage housing, stating that the City adopted standards that allow such housing in R-1-5 zones. He added that the City had approved four cottage housing developments since these changes took effect.

Regarding street standards, Mr. Anderson stated that the requested exception to the requirement for a park row is likely warranted given the width and curb location of the subject right-of-way (ROW). He added that the development of cottages on this property would allow for the installation of sidewalks that otherwise might not be installed in the near future. Staff recommended partially approving the exception to street standards by granting relief from the requirement of a park row, but requiring a 5ft-wide curb-tight sidewalk. Mr. Anderson noted that the installation of such a sidewalk would likely impact the fence on the southern edge of the property, but that this requirement would still be appropriate based on the proposed development (see attachment #2).

Questions of Staff

Vice-Chair Knauer requested clarification regarding the impact on the fence if a sidewalk was required. Mr. Anderson responded that there is uncertainty where the property line falls, and that the fence might not need to be removed if it is more than 5ft from the property line.

Commissioner MacCracken Jain noted that the application referred to a proposed sidewalk running through the site would serve as access to the properties, and asked why this was not deemed to be sufficient by staff. Mr. Anderson responded that the pedestrian connectivity into the development to the proposed dwellings is a requirement of site design review, separate from the public facilities. Therefore, they do not provide the same aspect of a multimodal transport network by having pedestrian connectivity to Nevada Street. Commissioner KenCairn commented that one of the City's long-term goals is to have sidewalks on all streets with park rows. Mr. Goldman added that the internal sidewalks serving the proposed dwellings would not be publicly accessible, but the street

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sidewalks would be.

Applicant Presentation

Alan Harper stated that his team had been developing this proposal prior to the pandemic. He welcomed the recent Climate Friendly and Equitable Communities (CFEC) rules that removed the requirement for applicants to provide parking as part of this development, which could free up space that could be used for communal amenities. Mr. Harper commented that this project was problematic to budget for, as dwellings without attached parking spaces are new to Oregon and makes pricing the dwellings difficult.

Mr. Harper stated that his team had discussed deferring the street standards, similar to a Low Impact Development (LID). He elaborated that the requested exception to street standards was warranted, but that his team would be willing to install sidewalks if the Commission required them.

Questions of the Applicant

Commissioner MacCracken Jain asked staff why an LID would not be considered adequate. Mr. Goldman responded that an LID could be pursued, and it would be incumbent upon the City to establish an LID, and that 50% of the property owners within that area would need to sign in favor of the LID before it could be initialized by the City. He stated that there are alternatives available, and that the Commission could consider them. Mr. Harper discussed signing an LID in lieu of completing sidewalks along the street frontage.

Vice-Chair Knauer requested clarification over how the two cottages in the back of the development would be accessed. Mr. Harper responded that those properties would be reached by pedestrian access from Cambridge Street. Vice-Chair Knauer responded that he would then agree with staff's recommendation for sidewalks to be installed, otherwise residents would be required to walk on the street to access their homes.

Vice-Chair Knauer asked if it was the applicant's intention to split the lots. Mr. Harper responded that the property would be split into five lots, with one lot being a common area.

Vice-Chair Knauer closed the Public Hearing and Public Record at 7:37 p.m.

Deliberation and Decision

Commissioner Herron emphasized the need for pedestrian traffic and street parking to be more closely considered with the new CFEC rules. He cautioned that more dwellings without off-street parking would make sidewalks more necessary. Commissioner KenCairn agreed that sidewalks should be required.

Commissioners Herron/KenCairn m/s to approve the application, excluding the park row

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exception as recommended by staff and approve the draft findings provided by staff. Roll Call Vote: All AYES. Motion passed 6-0.

B. **SUBJECT PROPERTY:** Public Right-of-Way adjacent to 391E16AA Tax Lot #9001
OWNER / APPLICANT: City of Ashland Public Works
DESCRIPTION: The Planning Commission will consider a request to vacate a portion of Fern Street right-of-way North of Map 391E16AA Tax Lot #9001 near 1109 Fern Street and make a recommendation to the City Council. **COMPREHENSIVE PLAN DESIGNATION:** Single Family Residential; **ZONING:** R-1-7.5; **MAP:** 39 1E 16 AA; **TAX LOT:** 9001

Vice-Chair Knauer noted that the Commission would make a recommendation to the City Council, which would then make a final decision on this item.

Ex Parte Contact

No ex parte contact was declared. Commissioners KenCairn and MacCracken Jain related their familiarity with the site, and Vice-Chair Knauer disclosed a site visit.

Staff Presentation

Mr. Severson described the site of the ROW to be vacated, located between South Mountain Avenue and Elkader Street, and outlined the criteria under which ROW vacations are typically reviewed by staff. These criteria include street connectivity; maintaining bike and pedestrian access; and providing any necessary utility easements to serve the future development of the area. Mr. Severson noted that this ROW vacation was initiated by the Council. He then described how the slopes present in this ROW exceed the allowed grade for a City street, rendering it unlikely to be developed by the City for such use in the future. Mr. Severson related staff's opinion that a mid-block pedestrian easement would be beneficial for the future walkability of the neighborhood. Staff also recommended reserving a public utility easement to support future development in the area (see attachment #3).

Staff recommended that the Commission recommend the Council approve the ROW vacation, with the requirement for easements for driveways, bike and pedestrian access, and utilities.

Questions of Staff

Vice-Chair Knauer asked what purpose this process serves in general, and how it serves the residents adjacent to the proposed vacation. Mr. Severson responded that liability is removed from the City if the vacation takes effect, and that the vacated area would be evenly distributed to neighboring homeowners, increasing the size of their properties and also resulting in additional taxable land. Mr. Goldman added that this process was initially begun at the request of a resident to the City Manager, though the City is the applicant. A property owner also paid for the land to be

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surveyed at this vacation.

Commissioner KenCairn pointed out that the neighbors adjacent to the subject ROW would have more control over the area if it was vacated and could make improvements that might otherwise not be possible.

Commissioner Phillips asked if the current 15ft access between the parcels would be connected to the proposed access easement. Mr. Severson responded that the proposed access easement would support the existing driveways.

The Commission discussed who had historically paid for the surveys for ROW vacations. Vice-Chair Knauer asked who would pay for the survey if the applicant had not done so. Mr. Severson responded that the City had traditionally had a City surveyor to do these surveys, but no longer employed one. Therefore the homeowners would likely be asked to pay for a survey. Vice-Chair Knauer expressed concern that the City could be liable for any impairments to neighboring property values due to a survey that the City did not conduct itself. Mr. Severson remarked that this project would be subject to a formal hearing with the Council, where any concerns from adjacent property owners could be raised before the Council and City Attorney.

Commissioner MacCracken Jain asked if there was intent by the City to build a walkway through the easement, and if the City would be liable for any injuries sustained until a walkway is installed. Mr. Severson related that there are no current plans for a walkway installation, and the City merely wants to obtain the easement for that future possibility. He commented that there is currently a case going before the Oregon Supreme Court regarding recreational immunity for use of trails, so the issue of liability is yet to be determined. Mr. Goldman stated that the City is revising its Transportation System Plan and looking at making connections throughout the City, so this could potentially be added to a short-long term installation plan. He added that there is currently no expectation of a pedestrian connection to be installed by the City. He elaborated that there is fencing and a retaining wall that has been installed adjacent to Mountain Street that would likely need to be removed in order to create access to the existing Fern Street ROW. Mr. Goldman further noted that the public easement would go across private property, which would differ from pedestrian traffic through a public ROW.

Public Comments

Art Baden/Mr. Baden declared that not all adjacent property owners requested this ROW vacation, and that this process was initiated by a property owner, Gil Livni, who applied for a subdivision to create what is now 619 and 621 Elkader Street and 1101 and 1107 Fern Street.

Mr. Baden expressed concerns that homeowners could become liable for any injuries sustained if the City vacates the ROW, particularly those adjacent to the proposed access easement. He requested

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that the access easement to South Mountain Avenue be excluded from the plan in order to remove any liability for adjacent homeowners.

Gil Livni/Mr. Livni expressed support for the ROW vacation, but emphasized that this request came from the City Manager, not himself. He stated that he is not concerned about the access easement, and that he does not believe that people would use the connection to access South Mountain Avenue because the grade is too steep.

Commissioner KenCairn remarked that the public easement would need to be removed if it was not going to be fully connected, as Mr. Baden suggested by requesting that the South Mountain Avenue section of the easement be excluded.

Mr. Severson suggested that the Commission could recommend that the Council consider liability issues when reviewing the easement. Vice-Chair Knauer clarified that the City's position was that the pedestrian accessibility was necessary due to the length of the block. Mr. Severson agreed, but added that staff determined that this accessibility would likely not be imminently available, and so an easement would not be necessary until the accessibility was there. Commissioner KenCairn cautioned that the access could be blocked in the interim in the easement is not already in place.

The Commission discussed the question of liability for public easements. KenCairn stated that the City is responsible for public easements. Commissioner MacCracken Jain asked if a private property owner could build a fence to block the public easement. Mr. Goldman responded that a public pedestrian easement would preclude a property owner from building an encroachment across that access.

Commissioner Herron pointed out that the Commission was tasked with making a recommendation to Council so it can go to a public hearing, therefore those legal aspects can be worked out at such a meeting by the Council.

Vice-Chair Knauer closed the Public Hearing and Public Record at 8:18 p.m.

Decision

Commissioners KenCairn/Perkinson m/s to recommend approval of the ROW vacation to Council as recommended by staff, and that the Council also review the question of liability with the City Attorney. Roll Call Vote: Commissioners Herron, Phillips, Perkinson, MacCracken Jain, KenCairn; AYE. Vice-Chair Knauer; NAY. Motion passed 5-1.

C. SUBJECT PROPERTY: Public Right-of-Way adjacent to 39 1E 04AD Tax Lot #233 and #234

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please email planning@ashland.or.us. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

OWNER / APPLICANT: City of Ashland Public Works Department
DESCRIPTION: The Planning Commission will consider a request to vacate a portion of Mountain Meadows Drive right-of-way near Fair Oaks Avenue and make a recommendation to the City Council. **COMPREHENSIVE PLAN DESIGNATION:** Health Care Services District; **ZONING:** HC **MAP:** Adjacent to 39 1E 04AD and 39 1E 04AD; **TAX LOT:** 233 and 234

Vice-Chair Knauer noted that the map information appeared to be duplicated in the notice, and that one instance of the text "39 1E 04AD" could be removed.

Ex Parte Contact

Commissioners Herron, KenCairn, and Phillips conducted site visits. Commissioner KenCairn stated that she had been involved in the Mountain Hills Estate project, which is adjacent to this ROW and could be impacted by its vacation, and recused herself. No other ex parte contact was declared.

Staff Presentation

Mr. Severson described the location of the proposed ROW vacation as being between Mountain Meadows ROW and Golden Aspen. Mr. Severson stated that the area to be vacated consists of a driveway approach where a street had previously be planned, but the adjacent lot has now been fully developed. He noted that the vacation could have some effect on the platting of the adjacent Mountain Hill Estates development which was approved by the Commission in 2021.

Mr. Severson reiterated that most ROW vacations are reviewed by staff using the following criteria: street connectivity; maintaining bike and pedestrian access; and providing any necessary utility easements to serve the future development of the area. As currently platted in the Mountain Hill Estates subdivision, there is a 10ft-wide public utility easement along Mountain Meadows Drive that is bisected by the subject ROW. Staff recommended retaining a public utility easement across the vacation, making it continuous along the street. Mr. Severson noted that the Mountain Hills Estate project had an approved sidewalk plan associated with it, and suggested that the sidewalk to the south be extended to make this a continuous sidewalk, except where the existing driveway access is located.

Staff recommended that the Commission make a favorable recommendation to Council and request that sidewalks be provided and that continuous public utility easement be established.

Questions of Staff

Commissioner MacCracken Jain asked staff to clarify if the northern curb was listed as part of the public ROW, as mentioned in a letter from Farber Consulting contained within the meeting packet. Mr. Goldman related how the approved planning application for the Mountain Hills Estate identified the northern curb as being square. It was revealed during the building application process that this curb was rounded and part of the public ROW, therefore a vacation of it would be necessary for the

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development to continue. This vacation was subsequently requested by the applicant.

Vice-Chair Knauer closed the Public Hearing and Public Record at 8:30 p.m.

Decision

Commissioners Perkinson/Phillips m/s to favorably support staff's recommendation and forward this to Council. Commissioner KenCairn recused herself. Roll Call Vote: All AYES. Motion passed 5-0.

V. OPEN DISCUSSION – None

VI. ADJOURNMENT

Meeting adjourned at 8:32 p.m.

Submitted by,
Michael Sullivan, Executive Assistant

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RIGHT-OF-WAY VACATION

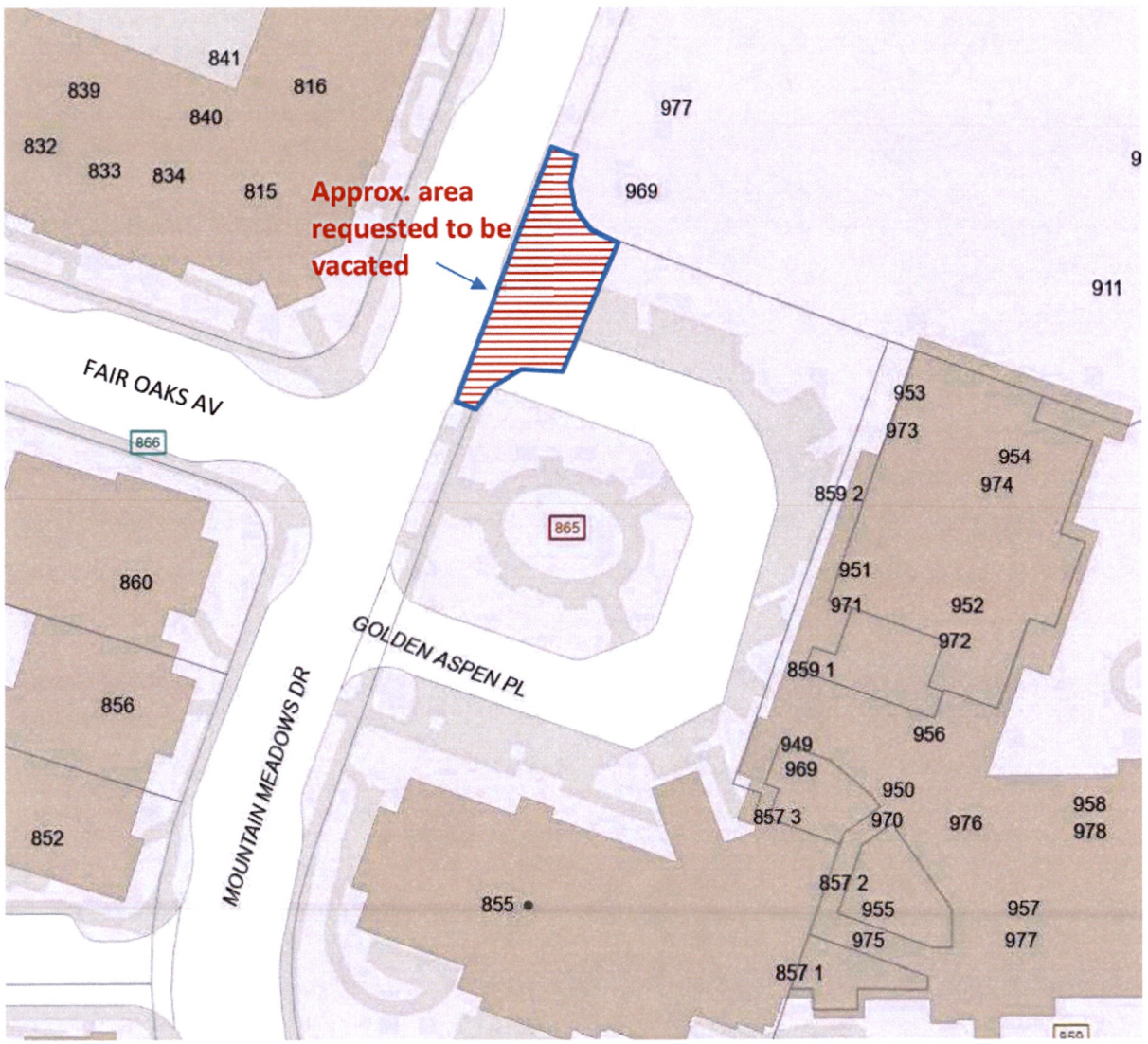
Public Right-of-Way adjacent to 39 1E 04AD Tax Lot #233 and #234

Planning Department, 51 Winburn Way, Ashland, Oregon 97520
541-488-5305 Fax: 541-552-2050 www.ashland.or.us TTY: 1-800-735-2900

CITY OF ASHLAND

SUBJECT PROPERTY: Public Right-of-Way adjacent to 39 1E 04AD Tax Lot #233 and #234
OWNER / APPLICANT: City of Ashland Public Works Department
DESCRIPTION: The Planning Commission will consider a request to vacate a portion of Mountain Meadows Drive right-of-way near Fair Oaks Avenue and make a recommendation to the City Council.
COMPREHENSIVE PLAN DESIGNATION: Health Care Services District; **ZONING:** HC
MAP: Adjacent to 39 1E 04AD and 39 1E 04AD; **TAX LOT:** 233 and 234

ELECTRONIC ASHLAND PLANNING COMMISSION MEETING: ***Tuesday, January 9, 2024, at 7:00 PM***



Notice is hereby given that the Ashland Planning Commission will hold an electronic public hearing on the above described planning action on the meeting date and time shown above. You can watch the meeting on local channel 9, on Charter Communications channels 180 & 181, or you can stream the meeting via the internet by going to rvtv.sou.edu and selecting '**RVTV Prime.**'

The ordinance criteria applicable to this planning action are attached to this notice. Oregon law states that failure to raise an objection concerning this application, or failure to provide sufficient specificity to afford the decision makers an opportunity to respond to the issue, precludes your right of appeal to the Land Use Board of Appeals (LUBA) on that issue. Failure to specify which ordinance criterion the objection is based on also precludes your right of appeal to LUBA on that criterion. Failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow this Commission to respond to the issue precludes an action for damages in circuit court.

Because of the COVID-19 pandemic, application materials are provided online and written comments will be accepted by email. Alternative arrangements for reviewing the application or submitting comments can be made by contacting (541) 488-5305 or planning@ashland.or.us.

A copy of the application, including all documents, evidence and applicable criteria relied upon by the applicant, and a copy of the staff report will be available on-line at www.ashland.or.us/PCpackets seven days prior to the hearing. Copies of application materials will be provided at reasonable cost, if requested. Under extenuating circumstances, application materials may be requested to be reviewed in-person at the Ashland Community Development & Engineering Services Building, 51 Winburn Way, via a pre-arranged appointment by calling (541) 488-5305 or emailing planning@ashland.or.us.

Anyone wishing to submit comments can do so by sending an e-mail to PC-public-testimony@ashland.or.us with the subject line "**January 9 PC Hearing Testimony**" by 10:00 a.m. on Monday, January 8, 2024. If the applicant wishes to provide a rebuttal to the testimony, they can submit the rebuttal via e-mail to PC-public-testimony@ashland.or.us with the subject line "**January 9 Hearing Testimony**" by 10:00 a.m. on Tuesday, January 9, 2024. Written testimony received by these deadlines will be available for Planning Commissioners to review before the hearing and will be included in the meeting minutes.

Oral testimony will be taken during the electronic public hearing. If you wish to provide oral testimony during the electronic meeting, send an email to PC-public-testimony@ashland.or.us by 10:00 a.m. on Tuesday, January 9, 2024. In order to provide testimony at the public hearing, please provide the following information: 1) make the subject line of the email "**January 9 Speaker Request**", 2) include your name, 3) the agenda item on which you wish to speak on, 4) specify if you will be participating by computer or telephone, and 5) the name you will use if participating by computer or the telephone number you will use if participating by telephone.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator's office at 541-488-6002 (TTY phone number 1-800-735-2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102.-35.104 ADA Title I).

If you have questions or comments concerning this request, please feel free to contact Jennifer Chenoweth at 541-552-2045 / jennifer.chenoweth@ashland.or.us.

Chapter 4.18: VACATION OF PUBLIC PROPERTY

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

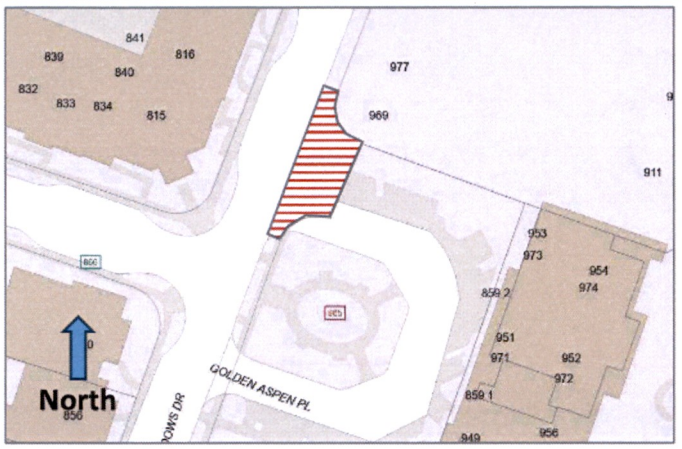
4.18.020 Application
Any person interested in filing a petition for the vacation of all or part of any street, alley, or other public place, shall submit such petition in the form prescribed by the City Engineer pursuant to ORS 271.080, and upon filing of the petition shall deposit with the City Recorder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

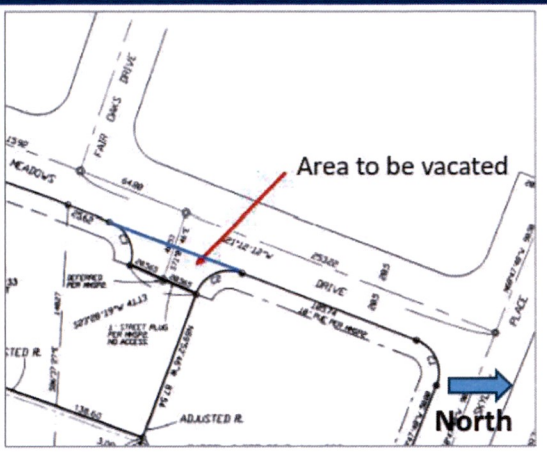
4.18.030 Review by Planning Commission
Upon receipt of the petition, the same shall be referred to the City Engineer for a determination of whether it contains the requested number of sworn signatures. The City Engineer shall return any petition not meeting the requirements of ORS 271.080, together with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

Staff Report

Mountains Meadow Drive R-o-W Vacation Staff Report

Planning Commission review and recommendation on the requested vacation of a portion of the public right-of-way for Mountain Meadows Drive near Fair Oaks Avenue and quitclaiming an associated "street plug" reserve strip..





Proposal Details

Site Description/History

The portion of right-of-way was originally dedicated as a potential future street connection as part of the 1996 Mountain Meadows Subdivision, Phase 2 plat. With development that has occurred in the interim, this street connection is no longer necessary and has no purpose or benefit to the City's transportation network. The area to be vacated currently contains a portion of a private parking lot and driveway.

Proposal

Approval of the current request would vacate the right-of-way and quitclaim a street plug on the east side of Mountain Meadows Drive near the intersection of Mountain Meadows Drive and Fair Oaks Avenue, shown in red in the figures above, between Tax Lots #233 and 234.

Key Issues

Street Connectivity

This vacation eliminates a no longer needed street connection and poses no street connectivity issues.

Pedestrian Connectivity

Staff recommends that Council require that with the completion of the development to the north, the sidewalk be extended through the vacated area to provide a continuous sidewalk on the east side of Mountain Meadows Drive.

Public Utility Easement (PUE)

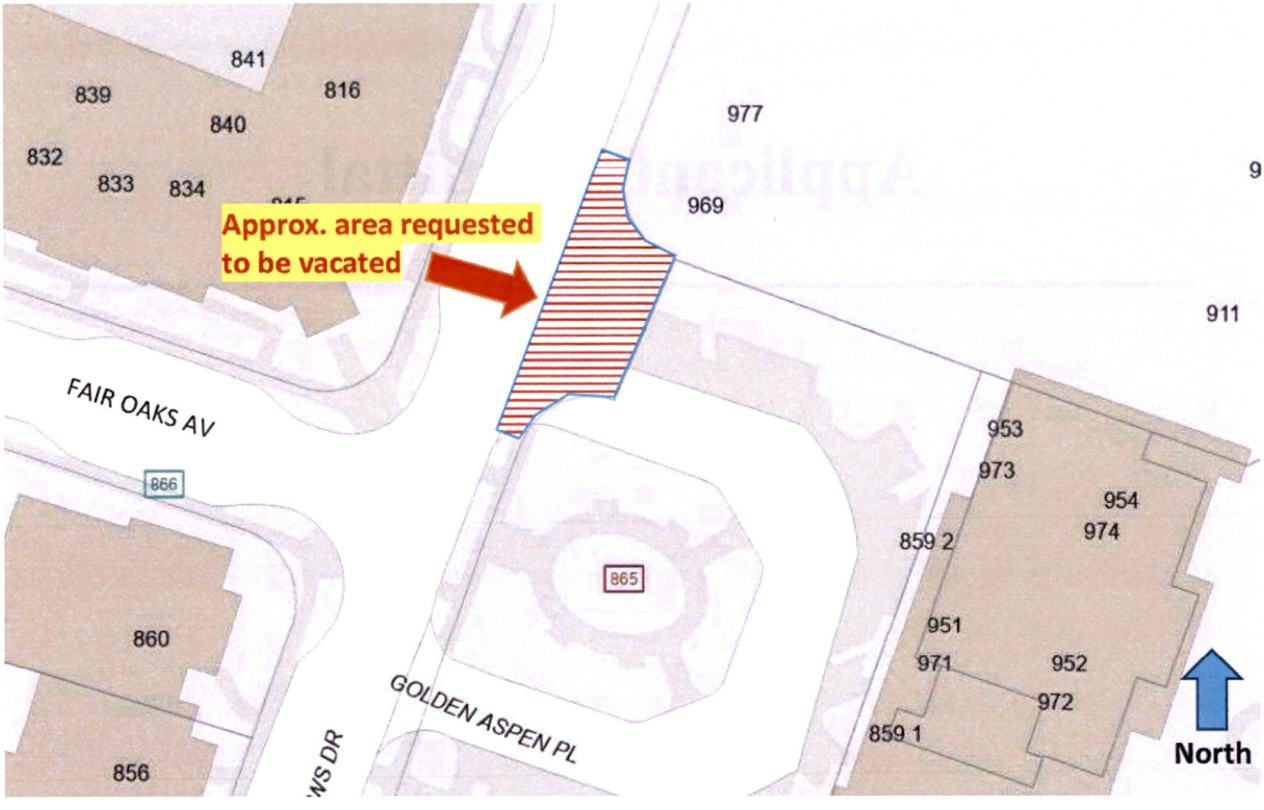
Staff would recommend that a ten-foot wide public utility easement be retained within the vacated area to preserve the ability to extend public infrastructure. There are ten-foot PUE's in place immediately to the north and south of the area proposed to be vacated.

Staff Recommendation

Staff recommends that the Planning Commission forward a favorable recommendation to the City Council and ask that a ten-foot public utility easement be retained through the vacated area, and that with the completion of the development to the north, the sidewalk be extended through the vacated area to provide a continuous sidewalk.

Mountains Meadow Drive Right-of-Way Vacation
Staff Report

Planning Commission review and recommendation on the requested vacation of a portion of the public right-of-way for Mountain Meadows Drive near Fair Oaks Avenue.



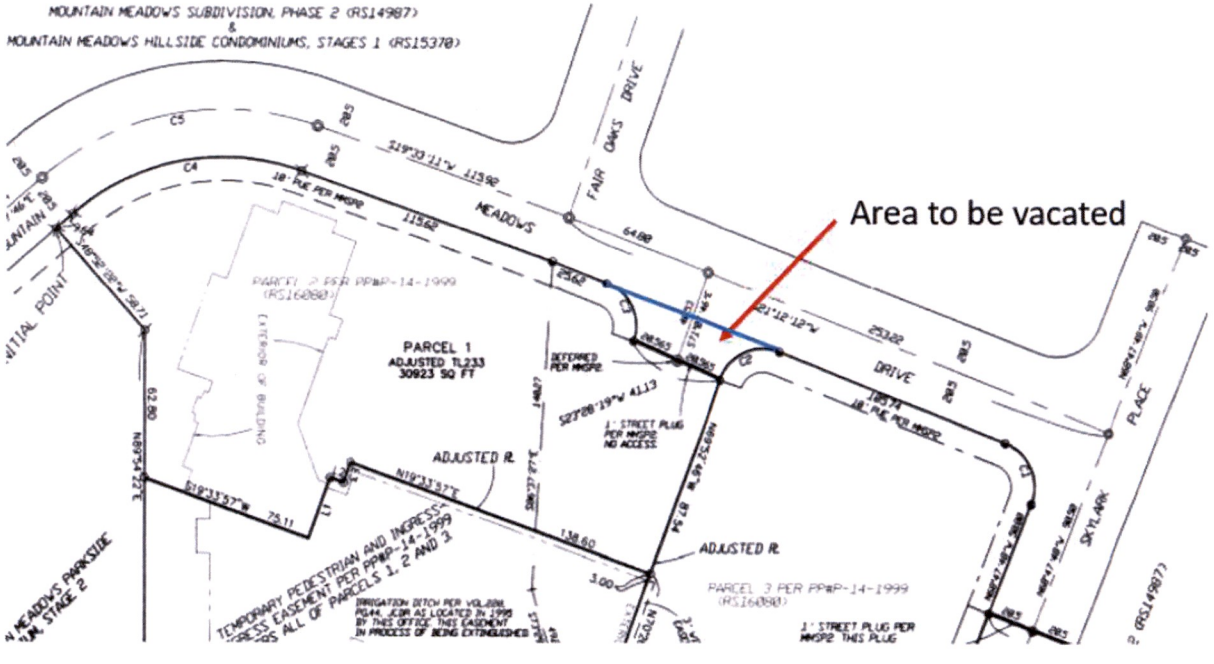
Council Business Meeting

December 5, 2023

Agenda Item	Right of Way Vacation Initiation – Mountain Meadows Drive	
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 initiate the vacation of a portion of the public right of way. The right of way in question is a portion of Mountain Meadows Drive near Fair Oaks Avenue. The section of right of way was dedicated as a potential future street connection as part of the Mountain Meadows Development. This street connection is no longer necessary and does not serve a purpose that benefits the City's transportation network.



POLICIES, PLANS & GOALS SUPPORTED

City Council:

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

PREVIOUS COUNCIL ACTION

No previous action on this item, but Council has taken numerous actions in the past regarding vacating public right of way. The last action occurred in in 2018 with the vacation of a portion of Terrace Street (Staff Report).

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland was contacted by the property owner and representative surveyor regarding the initiation of the vacation process for the right of way and dedicated street plug as allowed by Oregon Revised Statute. The owner has had the appropriate survey documents and legal description prepared to facilitate the right of way vacation and they can be referenced as attachment #1.

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

(1) **The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners.** Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.

(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases. [Amended by 1995 c.658 §101]

Public Works performed an initial assessment to determine if a right of way vacation would be in the public interest. There are no public utilities using that section of right of way. All utilities are provided for on Mountain Meadows Avenue. The right of way does not provide a significant public benefit with respect to a future street corridor connection as development has occurred in the adjacent area restricting future street connections.

Right of Way Vacation Requirements:

In order to appropriately process a right of way vacation certain state and local codes must be addressed. The Oregon Revised Statues (ORS) and City of Ashland Municipal Code detail the requirements to vacate City property:

4.18.010 Purpose

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

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

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

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

- **This meeting will need to be scheduled in the future to allow for the Planning Commission to make a recommendation to the City Council regarding the vacation.**

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

- **This will be done if Council initiates the vacation process as a formal ordinance and maps of survey will be completed.**

4.18.050 Action By Council
The City Council, after due consideration of testimony by affected parties, and the report of the Planning Commission may approve, reject, or modify the area proposed for vacation which in its sole judgment is deemed in the public interest. (Ord. 2164 §1, 1982)

If approved by Council, the property owner will be required to finalize the map of survey showing the public utility easement if needed; have new property deeds created that describe new property boundary for the tax lot and have all documents recorded at the County. The City Recorder will have the ordinance approving the Right of Way Vacation recorder at the County. If not approved by Council, there is no further action by staff or property owner and the right of way will remain in place.

FISCAL IMPACTS
The only resource requirements were/are associated with staff time to bring the vacation forward through the Planning Commission and City Council. The owners will be responsible for the development of new property

deeds and recording the applicable documents with the County. If the property is vacated, it will become private and assessable for property taxes as part of the individual tax lot.

STAFF RECOMMENDATION

Staff recommends Council initiate the right of way vacation for said portion of right of way.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to begin the process to vacate a portion of the public right of way on Mountain Meadows Way as allowed by ORS 271.130 and then follow Ashland Municipal Code 14.18.

I move to take no action on the matter.

REFERENCES & ATTACHMENTS

Attachment #1: Mountain Meadows Drive Vacation Background

FARBER CONSULTING
• FARBER & SONS, INC. • POST OFFICE BOX 5286 • CENTRAL POINT, OR 97502 •

September 19, 2022

City Council and Mayor
20 East Main Street
Ashland, Oregon 97520

Re: Partial Street right of way vacation Mountain Meadows Drive.

Councilors and Mayor;

This request is for the City Council to initiate the vacation of public right of way, dedicated to the city on the 1996 Mountain Meadows Subdivision, Phase 2 plat. Also, to and Quit Claim a street plug deeded to the city on this plat as illustrated on the accompanying exhibit maps/plat copy. The area requested for vacation was approved in 1996 as a future street approach as a part of a future development plan. This plan was revised, with the property now fully developed, the street approach was never utilized. The street approach now has a portion of a private parking lot and driveway constructed on it as well as the street plug for the Mountain Meadows Parkside Condominium development. This section of Mountain Meadows Drive is improved to City standards with a straight-line curb and gutter and other improvements as noted.

Planning Action PA-T2-2020-00026 approval for Mountain Meadows Estates, LLC approved plan shows the northerly curb return for the proposed vacation but inadvertently did not show it as public right of way. Portions of this area along with the street plug lies in an approved property line adjustment to provide proper building setbacks to buildings approved by this planning action. The property line adjustment and the final plat for the approved planning action cannot proceed without the right of way being vacated and street plug Quit Claimed back to private ownership.

The following quoted Oregon Revised Statute authorizes the city to initiate the vacation on their own motion.

271.130 Vacation on city governing body's own motion; appeal. *(1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.*

(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases. [Amended by 1995 c.658 §101]

The vacation of this public right of way area for the street approach has no impact on traffic flow or public safety. It does resolve many existing issues and appears to be in the best interest of all concerned parties.

Mountain Meadows Estates, LLC will pay all reasonable fees for staff time and expenses for notices to processing this request.

Respectfully submitted,

HERBERT A. FARBER
EMAIL: herb@farberconsulting.biz
PHONE: 541-664-5599

CC: City Administrator, Joe Lessard
Public Works Director, Scott Fluery

VACATION DESCRIPTION

A tract of land within the right of way of Meadows Drive, as created on the plat of Mountain Meadows Subdivision, Phase 2 recorded in Volume 21, Page 22 of the Plat Records of Jackson County, Oregon, located in the Northeast Quarter of Section 4, Township 39 South, Range 1 East of the Willamette Meridian, in the City of Ashland, said County and State, more particularly described as follows:
Commencing at a brass disk monumenting the center line intersection of Meadows Drive and Skylark Place, located in the Northeast Quarter of Section 4, Township 39 South, Range 1 East of the Willamette Meridian, in the City of Ashland, Jackson County, Oregon; thence South 21°12'12" West, along the centerline of Meadows Drive, a distance of 146.40 feet; thence South 68°47'48" East, leaving said centerline, a distance of 20.50 feet, to the southeasterly right of way line of said road and the POINT OF BEGINNING; thence along said right of way through the following courses, along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 92°19'58", a length of 32.23 feet and a long chord bearing and distance of South 24°57"47" East, 28.85 feet; thence South 23°28'20" West, a distance of 41.13 feet; thence along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 87°40'02", a length of 30.60 feet and a long chord bearing and distance of South 65°02'13" West, 27.07 feet; thence, leaving said right of way, North 21°12'12" East, a distance of 81.06 feet, to the POINT OF BEGINNING.

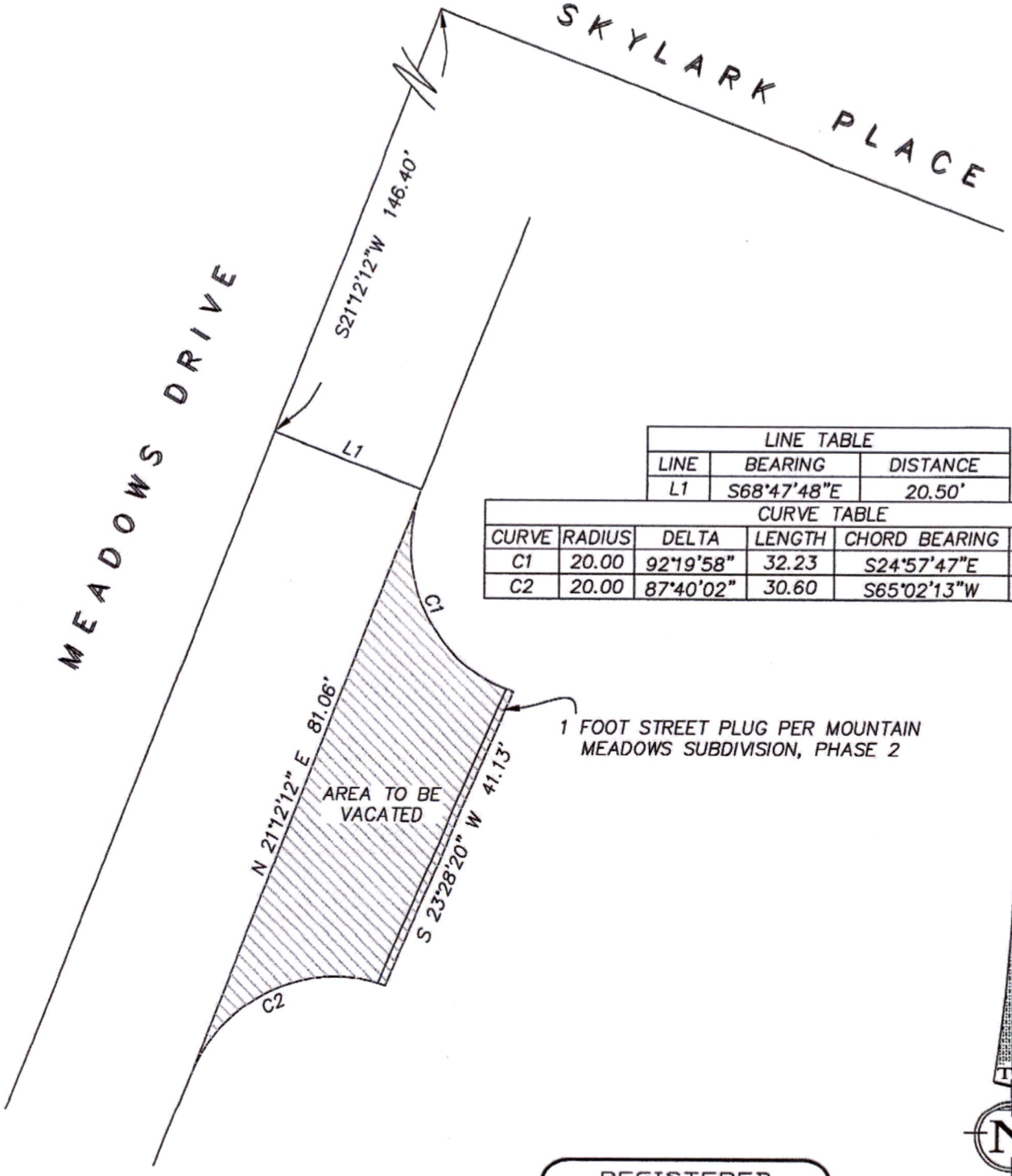
LESS AND EXCEPTING:

The 1' street plug deeded to the City of Ashland per Mountain Meadows Subdivision, Phase2 recorded in Volume 21, Page 22 of the Plat records of Jackson County, Oregon.

Prepared by:
Terrasurvey, Inc.
274 Fourth Street
Ashland, Oregon 97520

EXHIBIT 'A'

VACATION AREA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°47'48"E	20.50'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.00	92°19'58"	32.23	S24°57'47"E	28.85'
C2	20.00	87°40'02"	30.60	S65°02'13"W	27.70'

TERRASURVEY, INC.

PROFESSIONAL LAND SURVEYORS

274 FOURTH STREET
ASHLAND, OREGON 97520
(541) 482-6474
terrain@bisp.net
JOB NO. 1621-22

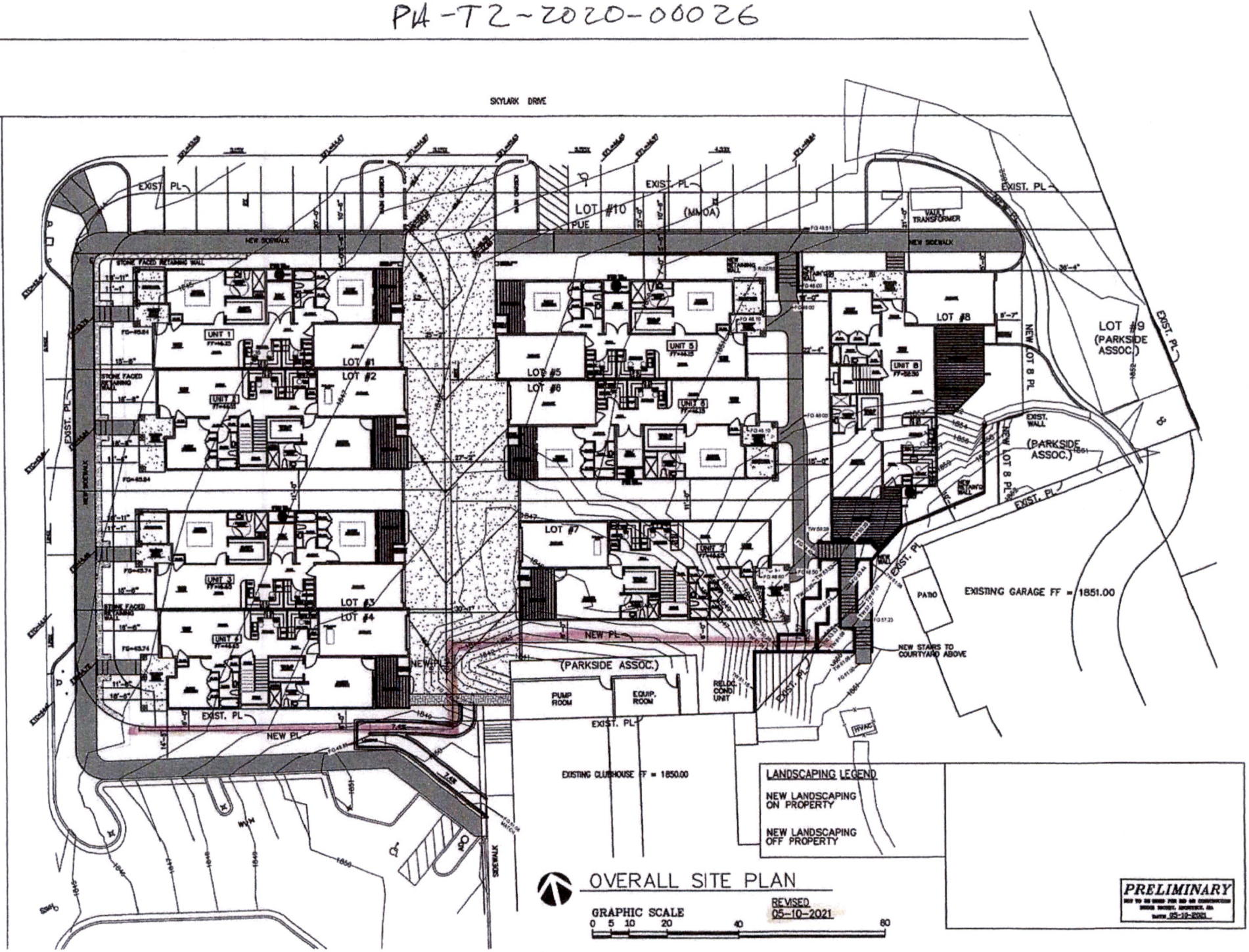
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2005
FRED A. FRANTZ
No. 50077

Renewal 12-31-23

DATE: AUGUST 29, 2022
SCALE: 1"= 20'

PA-T2-2020-00026



ArcGIS Web Map

9/12/2022, 4:27:04 PM

Tax Lots

Site Address Point

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework Implementation Team

Jackson County GIS

Data within this application may contain inaccuracies. Maps produced are not intended for legal purposes and do not substitute for a professional land survey. For more information, see ORS 672.060(13), ORS 306.125(1), ORS 308.245(1)-(4), and Oregon SB55.

4987

MOUNTAIN MEADOWS SUBDIVISION PHASE 2

A PLANNED COMMUNITY
Located in the N.E. 1/4 & S.E. 1/4 of Sec. 4.
T. 39 S., R. 1 E., W.M. City of Ashland
Jackson County, Oregon
for
Mountain Meadows L.L.C.
66 Scenic Avenue
Ashland, OR 97520

APPROVAL: Bill Arch 5/23/96
Ashland Planning Commission — Date
PA #96-07 Subdivision

We certify that pursuant to authority granted to us by the Ashland Planning Commission in open meeting January 9, 1996 this plat is hereby approved.

Dated this 23rd day of May, 1996

Barbara Robertson, President — John McLaughlin, Secretary

APPROVALS:

EXAMINED AND APPROVED this 22nd day of May, 1996.

James H. Olson, City Surveyor

EXAMINED AND APPROVED as required by ORS 92.100 as of 30 May, 1996.

Mark Lunn, Deputy
Assessor, Department of Assessment

ALL TAXES, FEES ASSESSMENTS or other charges as required by ORS 92.095 have been paid as of May 30, 1996.

Carol Applegate, Deputy
Tax Collector

DECLARATION

Know all men by these presents that MOUNTAIN MEADOWS L.L.C., is the owner in fee of the lands shown on this plat, more particularly described in the Surveyor's Certificate, and has caused the same to be subdivided into the lots and streets as shown, and that the size of the lots and the course and length of all lines are plainly set forth, and that this Plat is a correct representation of the Subdivision and that it hereby deeds to the City of Ashland the Street Plugs and hereby dedicates to the City of Ashland for public use the streets and the strip along the Easterly line of North Mountain Avenue, together with those easements shown on Sheets 2 & 3 labeled as Public Utility Easement (PUE), with the condition that TCI Cablevision has the right to use said PUE. It hereby establishes those easements shown on Sheets 2 & 3 labeled as Ingress-Egress Easements. Hunter S. Hill and Madeline Hill hereby state that we are the owners in fee of the lands lying under the PUE; shown on Sheets 2 & 3 that lie outside of the Subdivision Boundary as described in the Surveyor's Certificate by virtue of Document No. 89-23263, Official Records of Jackson County, Oregon and that we hereby dedicate to the City of Ashland the said PUE, that lie outside of the Subdivision Boundary. MOUNTAIN MEADOWS L.L.C. hereby designates said Subdivision as MOUNTAIN MEADOWS SUBDIVISION, PHASE 2.

Hunter S. Hill, MANAGER, MOUNTAIN MEADOWS L.L.C. — Madeline Hill, MANAGER, MOUNTAIN MEADOWS L.L.C.

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

PERSONALLY appeared the above named Hunter S. Hill and Madeline Hill, and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated this 9th day of April, 1996.

Before me: Patricia Gray
Notary Public of Oregon.

OFFICIAL SEAL
PATRICIA GRAY
NOTARY PUBLIC-OREGON
COMMISSION NO. 041890
MY COMMISSION EXPIRES JUNE 7, 1998

AFFIDAVITS OF CONSENT

From the MARY ANN JACOBSON TRUST recorded as Doc. No. 96-17828, ORJCO.

I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.
James E. Hibbs
SURVEYOR

POST MONUMENTATION

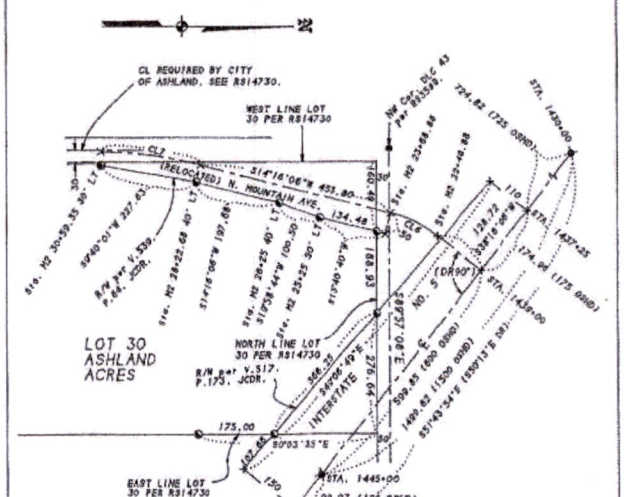
The deferred monuments shown on Sheets 2 & 3 will be set by June 30, 1998.

James L. Webb
Surveyor

The deferred monuments are not set. See Doc. 00-11930, ORJCO. this 22nd day of March, 19 2000 (See SN 164478)

Approved: Roger R. Bluett
Jackson County Surveyor

CONTROL DIAGRAM
SCALE: 1" = 200'



RECORDING

For order of the County Court approving this Plat see Volume ____, Page ____, of the County Commissioner's Journal of Proceedings.

Filed for record this 5 day of June, 1996 at 3:15 o'clock P. M., and recorded in Volume 21, of Plats at Page 22 of records of Jackson County, Oregon.

Kathleen S. Beckett, County Clerk — Cheryl Rogers, Deputy

Declaration of Covenants, Conditions and Restrictions recorded as Doc. ____, Official Records of Jackson County, Oregon.

SURVEYOR'S CERTIFICATE

I, JAMES E. HIBBS, A REGISTERED LAND SURVEYOR OF THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS AS PROVIDED BY LAW, THE TRACT OF LAND SHOWN HEREON, SAID PLAT BEING AN ACCURATE REPRESENTATION OF THE SAME, AND THAT THE FOLLOWING IS AN ACCURATE DESCRIPTION OF THE EXTERIOR BOUNDARY LINES:

Beginning at the most Westerly Northeast corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, according to the official plat thereof now of record in Jackson County, Oregon, said point being North 0°00'47" West, 484.33 feet from the Southeast corner of Lot 30 of ASHLAND ACRES, according to the official plat thereof, now of record, in Jackson County, Oregon; thence North 89°26'54" East, 2.67 feet to the INITIAL POINT OF BEGINNING; thence South 89°26'54" West, 2.67 feet, to said Westerly Northeast corner; thence along the West line of said Lot 30, North 0°00'47" West, 499.40 feet to the Southeasterly right-of-way line of relocated North Mountain Avenue as described in Volume 539, Page 64, Jackson County Deed Records; thence along said right-of-way line, South 89°55'54" East, 7.26 feet to an angle point; thence North 3°40'01" East, 187.80 feet; thence leaving said right-of-way line, along the arc of a 20.00 foot radius curve to the left having a central angle of 88°09'51", a distance of 30.78 feet (the long chord of which bears South 34°24'54" East, 27.83 feet); thence along the arc of a 495.73 foot radius curve to the right having a central angle of 7°22'03", a distance of 63.75 feet (the long chord of which bears South 37°48'48" East, 63.70 feet); thence South 71°07'46" East, 122.99 feet; thence along the arc of a 20.00 foot radius curve to the left having a central angle of 87°40'02", a distance of 30.60 feet (the long chord of which bears North 65°02'13" East, 27.70 feet); thence North 21°12'12" East, 173.84 feet; thence along the arc of a 220.50 foot radius curve to the left having a central angle of 9°00'00", a distance of 31.42 feet (the long chord of which bears North 23°47'48" West, 28.28 feet); thence North 68°47'48" West, 50.00 feet; thence North 21°12'12" East, 41.00 feet; thence North 68°47'48" West, 190.46 feet to the Easterly right-of-way line of the aforesaid relocated North Mountain Avenue; thence along said right-of-way line, North 1°58'44" East, 84.96 feet to an angle point; thence North 13°40'40" East, 134.48 feet to the North line of Lot 30, said ASHLAND ACRES; thence along said North line, South 89°57'08" East, 188.93 feet to the Southwesterly right-of-way line of Interstate No. 5 as described in Volume 517, Page 175, said Deed Records; thence along said right-of-way line, South 49°06'49" East, 366.25 feet to the East line of Lot 30, said ASHLAND ACRES; thence along said East line, South 0°03'35" East, 175.00 feet; thence North 68°47'48" West, 193.62 feet; thence South 21°12'12" West, 41.00 feet; thence North 68°47'48" West, 50.00 feet; thence along the arc of a 20.00 foot curve to the left having a central angle of 90°00'00", a distance of 31.42 feet (the long chord of which bears South 66°12'12" West, 28.28 feet); thence South 21°12'12" West, 105.74 feet; thence along the arc of a 20.00 foot curve to the left having a central angle of 92°19'58", a distance of 32.33 feet (the long chord of which bears South 24°57'47" East, 28.85 feet); thence South 23°28'19" West, 41.13 feet; thence along the arc of a 20.00 foot curve to the left having a central angle of 87°40'02", a distance of 30.60 feet (the long chord of which bears South 65°02'13" West, 27.70 feet); thence South 21°12'12" West, 25.62 feet; thence South 19°33'11" West, 115.62 feet; thence along the arc of a 89.50 foot radius curve to the left having a central angle of 60°40'57", a distance of 105.78 feet (the long chord of which bears South 10°47'18" East, 100.92 feet); thence South 41°07'46" East, 39.74 feet; thence along the arc of a 120.50 foot radius curve to the right having a central angle of 26°53'12", a distance of 56.55 feet (the long chord of which bears South 27°41'10" East, 56.03 feet); thence South 14°14'34" East, 9.48 feet; thence along the arc of a 210.00 foot radius curve to the right having a central angle of 43°47'31", a distance of 160.51 feet (the long chord of which bears South 7°39'11" West, 156.63 feet) to intersect the exterior boundary of said MOUNTAIN MEADOWS SUBDIVISION, PHASE 1; thence along said boundary, along the arc of a 210.00 foot curve to the right having a central angle of 4°26'46", a distance of 16.30 feet (the long chord of which bears South 31°46'20" West, 16.29 feet); thence South 33°59'43" West, 95.12 feet; thence along the arc of a 120.50 foot curve to the right having a central angle of 22°59'05", a distance of 48.34 feet (the long chord of which bears South 45°29'16" West, 48.02 feet); thence North 33°01'12" West, 41.00 feet; thence South 56°58'48" West, 54.12 feet; thence along the arc of a 29.51 foot curve to the right having a central angle of 33°00'25", a distance of 80.61 feet (the long chord of which bears South 73°29'01" West, 45.17 feet); thence South 89°59'13" West, 65.63 feet; thence along the arc of a 20.00 foot curve to the right having a central angle of 90°04'20", a distance of 31.44 feet (the long chord of which bears North 44°58'37" West, 28.30 feet) to the INITIAL POINT OF BEGINNING.

James L. Webb
SURVEYOR

SURVEY NARRATIVE TO COMPLY WITH O.R.S. 209.250

PURPOSE: To survey and monument the exterior of MOUNTAIN MEADOWS SUBDIVISION PHASE 2. See Ashland PA #96-007.

PROCEDURE: The exterior of Lot 30, ASHLAND ACRES, was computed and shown on MOUNTAIN MEADOWS SUBDIVISION, PHASE 1. Tied to centerline monuments on Interstate 5, and calculated the R/W of I-5 per Vol 517, P.175, JCDR, and calculated the centerline & R/W of relocated North Mountain Avenue per Vol.539, P.64, JCDR. Calculated the position of the exterior, streets & Lots of PHASE 2, per the tentative plat and set the exterior of PHASE 2, with the remaining corners being deferred as shown on Sheets 2 & 3.

REGISTERED PROFESSIONAL LAND SURVEYOR
James E. Hibbs
OREGON
JULY 17, 1986
JAMES E. HIBBS
2234
Renewal Date 6-30-97

SHEET 1 OF 3

93-181-2-PP1

391E04AD TL201 & 04DA TL 102, 103

49 8 11L/97

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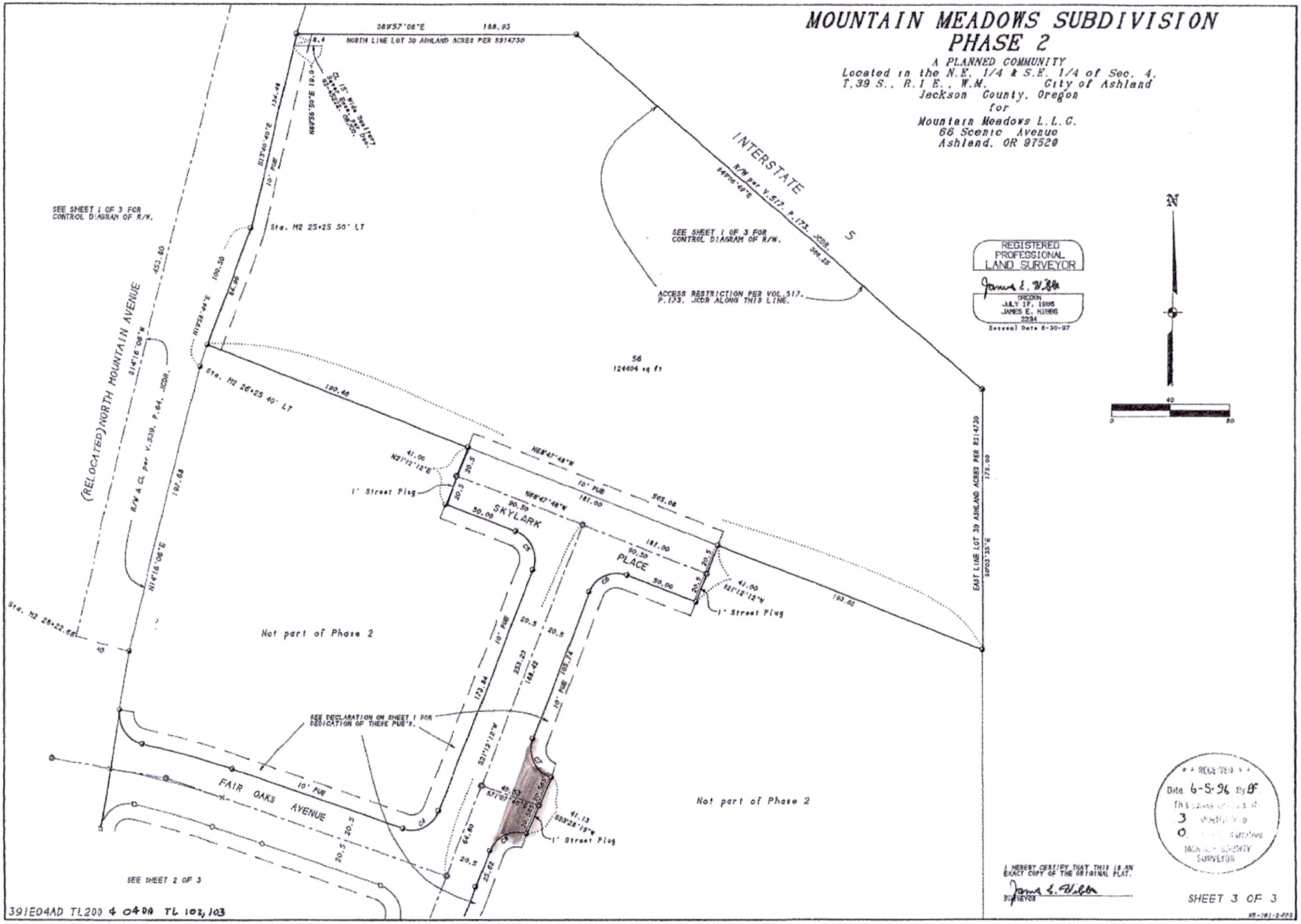


14987 11/2/97

14987

MOUNTAIN MEADOWS SUBDIVISION PHASE 2

A PLANNED COMMUNITY
Located in the N.E. 1/4 & S.E. 1/4 of Sec. 4, T.39 S., R.1 E., W.M. City of Ashland
Jackson County, Oregon
for
Mountain Meadows L.L.C.
66 Scenic Avenue
Ashland, OR 97520

SURVEY BY: L.J. Friar & Associates, P.C.
Consulting Land Surveyors
304 South Holly Street
Medford, Oregon 97501
Phone: (541) 772-2782

LEGEND:

- ● = Found 5/8" iron pin per RS3589.
- ⊠ = Found ODHD brass disk in concrete.
- ⊛ = Found 5/8" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC. per MOUNTAIN MEADOWS SUBDIVISION, PHASE 1.
- ● = Set 5/8" x 30" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC.
- ○ = Set 5/8" x 24" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC. deferred.*
- ○ = Set 5/8" x 30" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC. deferred.*
- ⊙ = Set 1" x 30" galv. iron pipe w/ 2 1/2" brass disk mkd. L.J.FRIAR & ASSOC. in convenient cove, deferred.

( ) = Record data as shown. PR = Plat Record. DR = Deed Record.
ORJCO = Official Records of Jackson County, Oregon. RS = Recorded Survey #.
CL = Centerline PUE = Public Utility Easement, including TCI Cablevision.
CL1 C1 = See course data table. JCDR = Jackson County Deed Records.

BASIS OF BEARINGS: NAD83 True bearing between Stations "ASH" & "TALENT".
DATE: January 29, 1996 SCALE: 1" = 40' UNIT OF MEASUREMENT: Feet

(* FOR DEFERRED MONUMENTS, SEE SN 16473)

COURSE DATA TABLE

NO.	RADIUS	DELTA	LENGTH	LONG CHORD or COURSE
C1	20.00	88°01'51"	30.78	S89°55'54"E 27.83
C2	495.73	07°11'03"	63.73	S74°44'44"E 63.70
C3	20.00	87°01'02"	30.60	N65°02'13"E 27.70
C4	20.00	90°00'00"	31.42	N23°47'46"W 28.28
C5	20.00	90°00'00"	31.42	S66°12'14"W 28.28
C6	20.00	93°58'54"	32.23	S24°57'47"E 28.85
C7	20.00	87°01'02"	30.60	N65°02'13"E 27.70
C8	99.50	60°01'57"	105.38	S10°47'15"E 100.52
C9	120.50	28°03'12"	58.55	S27°41'39"E 58.03
C10				S14°14'24"W 9.48
C11	210.00	43°07'31"	160.51	S07°39'11"W 156.63
C12	210.00	04°56'46"	16.30	S31°46'29"W 16.29
C13	120.50	22°39'05"	48.34	S45°29'14"W 48.02
C14	79.50	33°03'25"	45.86	S73°28'01"W 45.17
C15	20.00	90°14'20"	31.44	N44°58'37"W 28.30
C16				S89°55'54"E 2.67
C17				S89°55'54"E 3.30
C18				S89°55'54"E 3.98
C19				S17°24'24"W 5.71
C20	79.50	22°58'05"	31.88	S45°29'16"E 31.68
C21	160.00	48°54'12"	142.28	N09°53'33"E 138.12
C22	169.00	13°57'44"	41.18	S27°00'51"W 41.08
C23	169.00	29°51'32"	87.76	S05°16'03"E 86.74
C24	169.00	04°54'41"	14.00	S17°52'14"E 13.99
C25	79.50	25°12'18"	37.31	S27°41'15"E 36.96
C26	140.50	60°16'37"	146.80	N10°47'16"E 141.95
C27	140.50	09°18'42"	23.67	S39°18'27"E 23.67
C28	140.50	37°55'55"	91.05	S20°15'07"E 89.47
C29	140.50	27°24'20"	52.08	S08°36'01"W 51.78
C30				S13°53'11"W 2.62
C31	20.00	90°01'57"	31.65	S25°47'15"E 28.65
C32	454.73	07°01'31"	55.76	S72°43'32"E 55.72
C33	954.30	09°01'48"	150.39	S04°39'29"W 150.23
C34	20.00	92°01'42"	32.18	N55°45'22"E 28.82

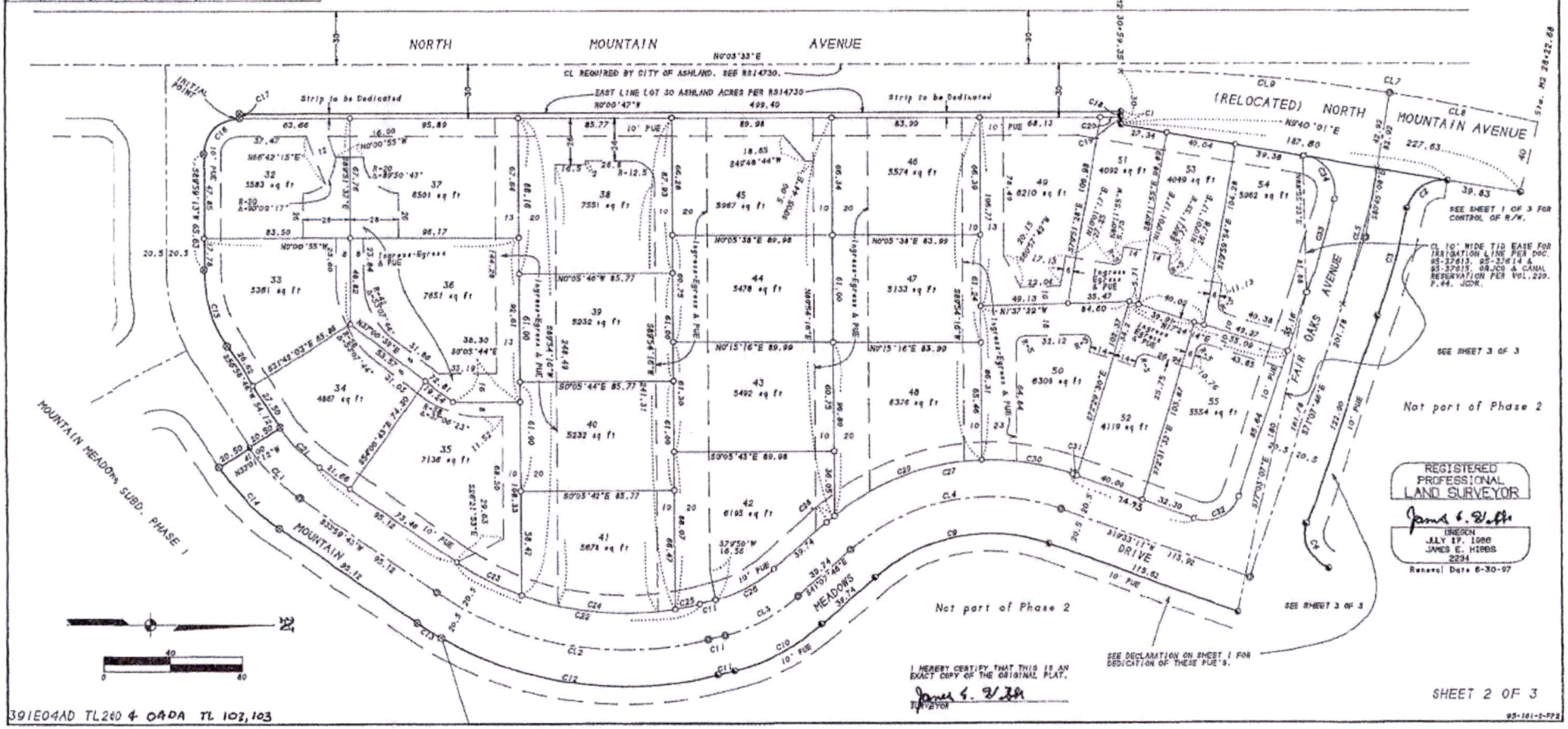
CENTERLINE OF STREETS & (RELOCATED) NORTH MOUNTAIN AVENUE

CL1	100.00	22°58'05"	40.12	N45°29'16"E 39.85
CL2	189.50	48°41'13"	159.54	N09°53'33"E 154.87
CL3	100.00	26°32'12"	46.33	N27°41'15"W 45.90
CL4	120.00	60°16'37"	157.09	N10°47'16"E 131.24
CL5	475.23	09°38'12"	79.81	S25°56'12"E 79.72
CL6	246.48	29°00'00"	120.00	S26°16'06"E 119.13
CL7	954.30	14°21'09"	238.67	S07°10'06"W 238.04
CL8	954.30	05°11'43"	83.68	S11°45'29"W 83.65
CL9	954.30	09°01'48"	152.99	S04°39'29"W 152.83

GEODETIC TIE

"TALENT" NAD83
FD. BRASS DISK
N = 64554.202
E = 1314039.887

(GRID 87°41'09.82"W)
N0°11'36"W
BASIS OF BEARINGS
N28°59'55"W 3481.77
"ASH" NAD83
FD. BRASS DISK
N = 63387.729
E = 1317783.144
φ = (-)01°30'36"
INITIAL POINT



391E04AD TL 280 & 04DA TL 102, 103

14987 11/4/97

FARBER CONSULTING
• FARBER & SONS, INC. • POST OFFICE BOX 5286 • CENTRAL POINT, OR 97502 •

September 19, 2022

City Council and Mayor
20 East Main Street
Ashland, Oregon 97520

Re: Partial Street right of way vacation Mountain Meadows Drive.

Councilors and Mayor;

This request is for the City Council to initiate the vacation of public right of way, dedicated to the city on the 1996 Mountain Meadows Subdivision, Phase 2 plat. Also, to and Quit Claim a street plug deeded to the city on this plat as illustrated on the accompanying exhibit maps/plat copy. The area requested for vacation was approved in 1996 as a future street approach as a part of a future development plan. This plan was revised, with the property now fully developed, the street approach was never utilized. The street approach now has a portion of a private parking lot and driveway constructed on it as well as the street plug for the Mountain Meadows Parkside Condominium development. This section of Mountain Meadows Drive is improved to City standards with a straight-line curb and gutter and other improvements as noted.

Planning Action PA-T2-2020-00026 approval for Mountain Meadows Estates, LLC approved plan shows the northerly curb return for the proposed vacation but inadvertently did not show it as public right of way. Portions of this area along with the street plug lies in an approved property line adjustment to provide proper building setbacks to buildings approved by this planning action. The property line adjustment and the final plat for the approved planning action cannot proceed without the right of way being vacated and street plug Quit Claimed back to private ownership.

The following quoted Oregon Revised Statute authorizes the city to initiate the vacation on their own motion.

271.130 Vacation on city governing body's own motion; appeal. *(1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.*

(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases. [Amended by 1995 c.658 §101]

The vacation of this public right of way area for the street approach has no impact on traffic flow or public safety. It does resolve many existing issues and appears to be in the best interest of all concerned parties.

Mountain Meadows Estates, LLC will pay all reasonable fees for staff time and expenses for notices to processing this request.

Respectfully submitted,

HERBERT A. FARBER
EMAIL: herb@farberconsulting.biz
PHONE: 541-664-5599

CC: City Administrator, Joe Lessard
Public Works Director, Scott Fluery

VACATION DESCRIPTION

A tract of land within the right of way of Meadows Drive, as created on the plat of Mountain Meadows Subdivision, Phase 2 recorded in Volume 21, Page 22 of the Plat Records of Jackson County, Oregon, located in the Northeast Quarter of Section 4, Township 39 South, Range 1 East of the Willamette Meridian, in the City of Ashland, said County and State, more particularly described as follows:
Commencing at a brass disk monumenting the center line intersection of Meadows Drive and Skylark Place, located in the Northeast Quarter of Section 4, Township 39 South, Range 1 East of the Willamette Meridian, in the City of Ashland, Jackson County, Oregon; thence South 21°12'12" West, along the centerline of Meadows Drive, a distance of 146.40 feet; thence South 68°47'48" East, leaving said centerline, a distance of 20.50 feet, to the southeasterly right of way line of said road and the POINT OF BEGINNING; thence along said right of way through the following courses, along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 92°19'58", a length of 32.23 feet and a long chord bearing and distance of South 24°57''47" East, 28.85 feet; thence South 23°28'20" West, a distance of 41.13 feet; thence along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 87°40'02", a length of 30.60 feet and a long chord bearing and distance of South 65°02'13" West, 27.07 feet; thence, leaving said right of way, North 21°12'12" East, a distance of 81.06 feet, to the POINT OF BEGINNING.

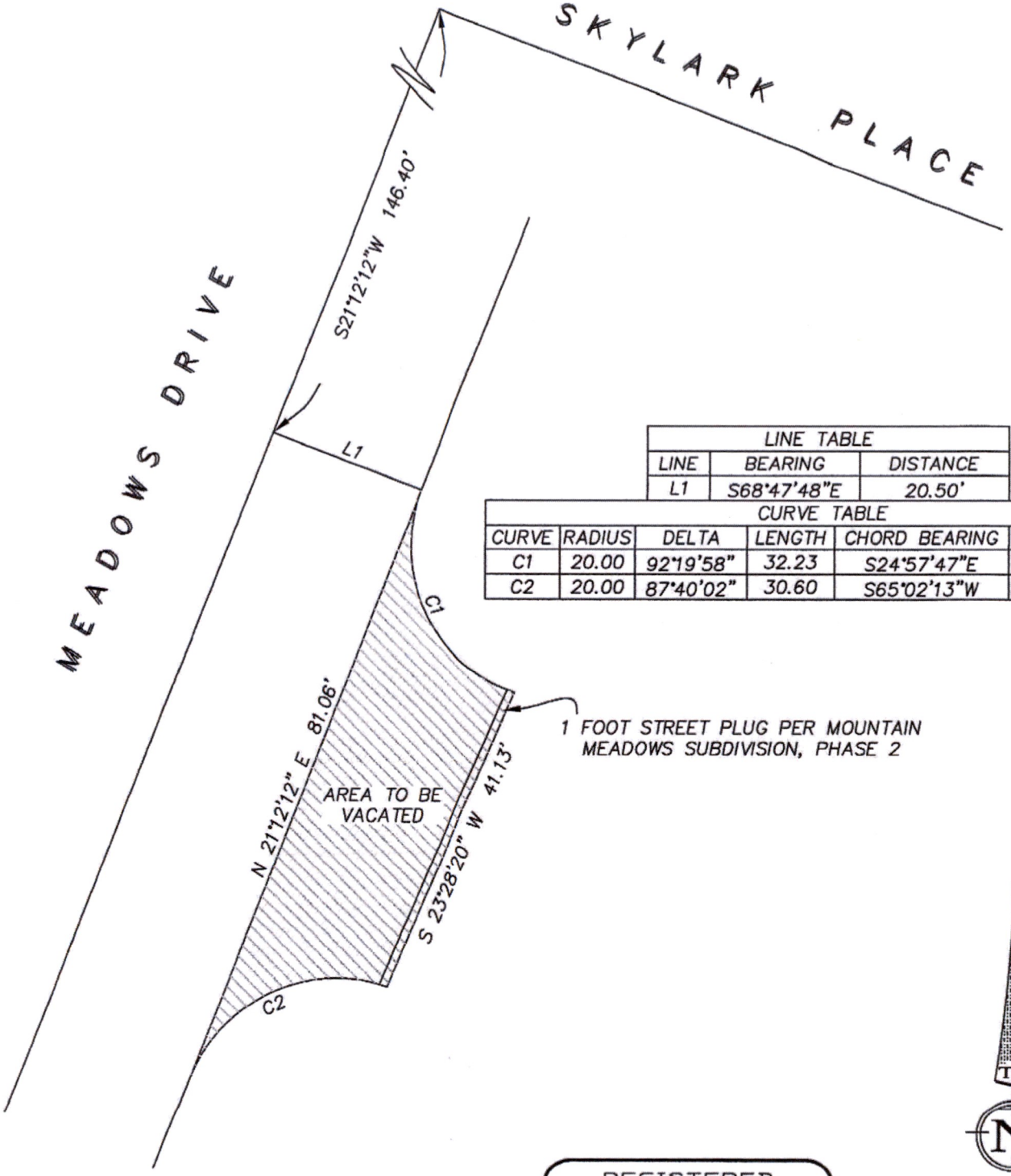
LESS AND EXCEPTING:

The 1' street plug deeded to the City of Ashland per Mountain Meadows Subdivision, Phase2 recorded in Volume 21, Page 22 of the Plat records of Jackson County, Oregon.

Prepared by:
Terrasurvey, Inc.
274 Fourth Street
Ashland, Oregon 97520

EXHIBIT 'A'

VACATION AREA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°47'48"E	20.50'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.00	92°19'58"	32.23	S24°57'47"E	28.85'
C2	20.00	87°40'02"	30.60	S65°02'13"W	27.70'

TERRASURVEY, INC.

PROFESSIONAL LAND SURVEYORS

274 FOURTH STREET
ASHLAND, OREGON 97520
(541) 482-6474
terrain@bisp.net
JOB NO. 1621-22

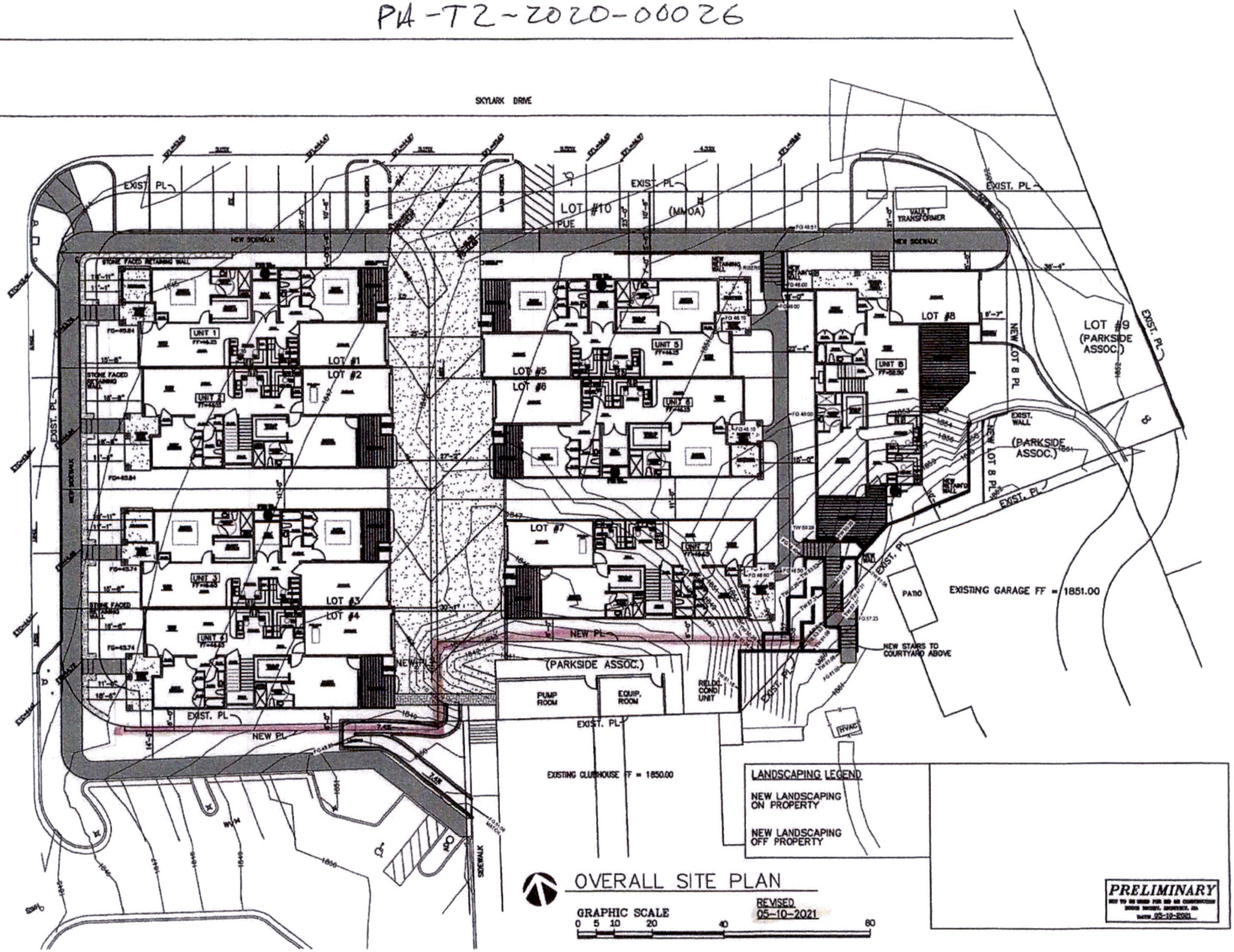
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2005
FRED A. FRANTZ
No. 50077

Renewal 12-31-23

DATE: AUGUST 29, 2022
SCALE: 1"= 20'

PA-T2-2020-00026



ArcGIS Web Map

9/12/2022, 4:27:04 PM

Tax Lots

Site Address Point

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework Implementation Team

Jackson County GIS

Data within this application may contain inaccuracies. Maps produced are not intended for legal purposes and do not substitute for a professional land survey. For more information, see ORS 672.060(13), ORS 306.125(1), ORS 308.245(1)-(4), and Oregon SB55.

4937

APPROVAL: Bill Molnar — 5/25/96
Ashland Planning Commission — Date
PA #96-07 Subdivision

We certify that pursuant to authority granted to us by the Ashland Planning Commission in open meeting January 9, 1996 this plat is hereby approved.

Dated this 23rd day of May, 1996

Barbara A. Jerkins, President — John McLaughlin, Secretary

APPROVALS:

EXAMINED AND APPROVED this 22nd day of May, 1996.

James H. Olson, City Surveyor

EXAMINED AND APPROVED as required by ORS 92.100 as of 30 May, 1996.

Marla Sune, Deputy
Assessor, Department of Assessment

ALL TAXES, FEES ASSESSMENTS or other charges as required by ORS 92.095 have been paid as of May 30, 1996.

Carol Applegate, Deputy
Tax Collector

DECLARATION

Know all men by these presents that MOUNTAIN MEADOWS L.L.C., is the owner in fee of the lands shown on this plat, more particularly described in the Surveyor's Certificate, and has caused the same to be subdivided into the lots and streets as shown, and that the size of the lots and the course and length of all lines are plainly set forth, and that this Plat is a correct representation of the Subdivision and that it hereby deeds to the City of Ashland the Street Plugs and hereby dedicates to the City of Ashland for public use the streets and the strip along the Easterly lines of North Mountain Avenue, together with those easements shown as Sheets 2 & 3 labeled as Public Utility Easement (PUE), with the condition that TCI Cablevision has the right to use said PUE. It hereby establishes those easements shown on Sheets 2 & 3 labeled as Ingress-Egress Easements. Hunter S. Hill and Madeline Hill hereby state that we are the owners in fee of the lands lying under the PUE's shown on Sheets 2 & 3 that lie outside of the Subdivision Boundary as described in the Surveyor's Certificate by virtue of Document No. 89-23263, Official Records of Jackson County, Oregon and that we hereby dedicate to the City of Ashland the said PUE's that lie outside of the Subdivision Boundary. MOUNTAIN MEADOWS L.L.C. hereby designates said Subdivision as MOUNTAIN MEADOWS SUBDIVISION, PHASE 2.

Hunter S. Hill, MANAGER, MOUNTAIN MEADOWS L.L.C. — Madeline Hill, MANAGER, MOUNTAIN MEADOWS L.L.C.

STATE OF OREGON)
COUNTY OF JACKSON) ss.

PERSONALLY appeared the above named Hunter S. Hill and Madeline Hill, and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated this 9th day of April, 1996.

Before me: Patricia Gray
Notary Public of Oregon.

OFFICIAL SEAL
PATRICIA D. GRAY
NOTARY PUBLIC-OREGON
COMMISSION NO. 013910
MY COMMISSION EXPIRES SEPT. 23, 1998

AFFIDAVITS OF CONSENT

From the MARY ANN JACOBSON TRUST recorded as Doc. No. 96-17828, ORJCO.

I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.
James L. Wilkes, SURVEYOR

391E04AD TL201 & 04DA TL 102,103

MOUNTAIN MEADOWS SUBDIVISION PHASE 2

A PLANNED COMMUNITY
Located in the N.E. 1/4 & S.E. 1/4 of Sec. 4, T.39 S., R.1 E., W.M. City of Ashland
Jackson County, Oregon
for
Mountain Meadows L.L.C.
66 Scenic Avenue
Ashland, OR 97520

POST MONUMENTATION

The deferred monuments shown on Sheets 2 & 3 will be set by June 30, 1998.

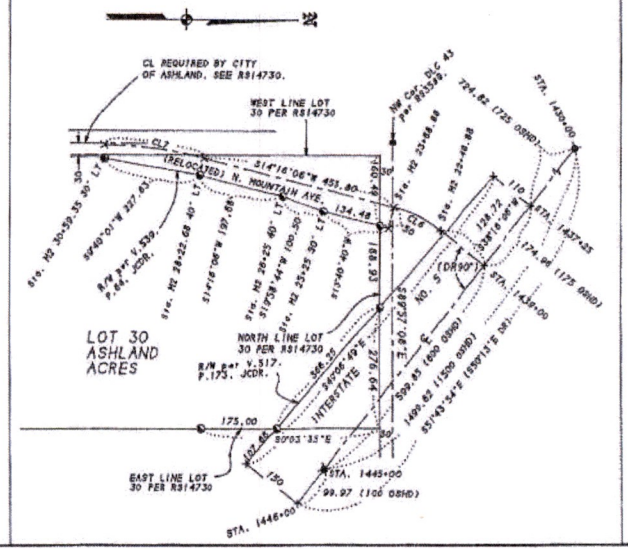
James L. Wilkes, Surveyor

The deferred monuments are now set. See Doc. 00-11930.
ORJCO. this 22nd day of March, A.D. 2000 (See SN 164473)

Approved: Roger R. Roberts, Jackson County Surveyor

CONTROL DIAGRAM

SCALE: 1" = 200'



RECORDING

For order of the County Court approving this Plat see Volume ____, Page ____, of the County Commissioner's Journal of Proceedings.

Filed for record this 5 day of June, 1996 at 3:15 o'clock P. m., and recorded in Volume 21, of Plats at Page 22 of records of Jackson County, Oregon.

Kathleen S. Beckett, County Clerk — Cheryl Rogers, Deputy

Declaration of Covenants, Conditions and Restrictions recorded as Doc. ____, Official Records of Jackson County, Oregon.

SURVEYOR'S CERTIFICATE

I, JAMES E. HIBBS, A REGISTERED LAND SURVEYOR OF THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS AS PROVIDED BY LAW, THE TRACT OF LAND SHOWN HEREON, SAID PLAT BEING AN ACCURATE REPRESENTATION OF THE SAME, AND THAT THE FOLLOWING IS AN ACCURATE DESCRIPTION OF THE EXTERIOR BOUNDARY LINES:

Beginning at the most Westerly Northwest corner of MOUNTAIN MEADOWS SUBDIVISION, PHASE 1, according to the official plat thereof now of record in Jackson County, Oregon, said point being North 0°00'47" West, 484.33 feet from the Southwest corner of Lot 30 of ASHLAND ACRES, according to the official plat thereof, now of record, in Jackson County, Oregon; thence North 89°26'54" East, 2.67 feet to the INITIAL POINT OF BEGINNING; thence South 89°26'54" West, 2.67 feet, to said Westerly Northwest corner; thence along the West line of said Lot 30, North 0°00'47" West, 499.40 feet to the Southwesterly right-of-way line of relocated North Mountain Avenue as described in Volume 539, Page 64, Jackson County Deed Records; thence along said right-of-way line, South 87°55'54" East, 7.26 feet to an angle point; thence North 3°40'01" East, 187.80 feet; thence leaving said right-of-way line, along the arc of a 20.00 foot radius curve to the left having a central angle of 88°09'51", a distance of 30.78 feet (the long chord of which bears South 34°24'54" East, 27.83 feet; thence along the arc of a 495.73 foot radius curve to the right having a central angle of 7°22'03", a distance of 63.75 feet (the long chord of which bears South 78°48'48" East, 63.70 feet); thence South 71°07'46" East, 122.99 feet; thence along the arc of a 20.00 foot radius curve to the left having a central angle of 87°40'02", a distance of 30.60 feet (the long chord of which bears North 65°02'13" East, 27.70 feet); thence North 21°12'12" East, 173.84 feet; thence along the arc of a 20.00 foot radius curve to the left having a central angle of 90°00'00", a distance of 31.42 feet (the long chord of which bears North 23°47'48" West, 28.28 feet); thence North 68°47'48" West, 50.00 feet; thence North 21°12'12" East, 41.00 feet; thence North 68°47'48" West, 190.46 feet to the Easterly right-of-way line of the aforesaid relocated North Mountain Avenue; thence along said right-of-way line, North 19°58'48" East, 84.96 feet to an angle point; thence North 13°40'40" East, 134.48 feet to the North line of Lot 30, said ASHLAND ACRES; thence along said North line, South 89°57'08" East, 188.03 feet to the Southwesterly right-of-way line of Interstate No. 5 as described in Volume 517, Page 173, said Deed Records; thence along said right-of-way line, South 49°06'49" East, 366.25 feet to the East line of Lot 30, said ASHLAND ACRES; thence along said East line, South 0°03'35" East, 175.00 feet; thence North 68°47'48" West, 193.62 feet; thence South 21°12'12" West, 41.00 feet; thence North 68°47'48" West, 50.00 feet; thence along the arc of a 20.00 foot curve to the left having a central angle of 90°00'00", a distance of 31.42 feet (the long chord of which bears South 66°12'12" West, 28.28 feet); thence South 21°12'12" West, 105.74 feet; thence along the arc of a 20.00 foot curve to the left having a central angle of 92°19'58", a distance of 32.23 feet (the long chord of which bears South 24°57'47" East, 28.85 feet); thence South 23°28'19" West, 41.13 feet; thence along the arc of a 20.00 foot curve to the left having a central angle of 87°40'02", a distance of 30.60 feet (the long chord of which bears South 65°02'13" West, 27.70 feet); thence South 21°12'12" West, 25.62 feet; thence South 19°33'11" West, 115.62 feet; thence along the arc of a 99.59 foot radius curve to the left having a central angle of 60°40'57", a distance of 105.38 feet (the long chord of which bears South 10°47'18" East, 100.52 feet); thence South 41°07'46" East, 39.74 feet; thence along the arc of a 120.50 foot radius curve to the right having a central angle of 26°33'12", a distance of 55.85 feet (the long chord of which bears South 27°41'10" East, 55.33 feet); thence South 14°14'34" East, 9.48 feet; thence along the arc of a 210.00 foot radius curve to the right having a central angle of 43°47'31", a distance of 160.51 feet (the long chord of which bears South 7°39'11" West, 156.63 feet) to intersect the exterior boundary of said MOUNTAIN MEADOWS SUBDIVISION, PHASE 1; thence along said boundary along the arc of a 210.00 foot curve to the right having a central angle of 4°26'46", a distance of 16.30 feet (the long chord of which bears South 31°46'20" West, 16.29 feet); thence South 33°59'43" West, 95.12 feet; thence along the arc of a 120.50 foot curve to the right having a central angle of 22°59'05", a distance of 48.34 feet (the long chord of which bears South 45°29'16" West, 48.02 feet); thence North 33°01'12" West, 41.00 feet; thence South 56°58'48" West, 54.12 feet; thence along the arc of a 79.51 foot curve to the right having a central angle of 33°00'23", a distance of 45.80 feet (the long chord of which bears South 73°29'01" West, 45.17 feet); thence South 89°59'13" West, 65.63 feet; thence along the arc of a 20.00 foot curve to the right having a central angle of 90°04'20", a distance of 31.44 feet (the long chord of which bears North 44°58'37" West, 28.30 feet) to the INITIAL POINT OF BEGINNING.

James L. Wilkes, SURVEYOR

SURVEY NARRATIVE TO COMPLY WITH O.R.S. 209.250

PURPOSE: To survey and monument the exterior of MOUNTAIN MEADOWS SUBDIVISION PHASE 2. See Ashland PA #96-007.

PROCEDURE: The exterior of Lot 30, ASHLAND ACRES, was computed and shown on MOUNTAIN MEADOWS SUBDIVISION, PHASE 1. Tied in centerline monuments at Interstate 5, and calculated the R/W of I-5 per Vol. 517, P.173, JCDR, and calculated the centerline & R/W of relocated North Mountain Avenue per Vol. 539, P.64, JCDR. Calculated the position of the exterior, streets & Lots of PHASE 2, per the tentative plat and set the exterior of PHASE 2, with the remaining corners being deferred as shown on Sheets 2 & 3.

REGISTERED PROFESSIONAL LAND SURVEYOR
James E. Hibbs
OREGON
JULY 17, 1985
JAMES E. HIBBS
2224
Renewal Date 6-30-97

SHEET 1 OF 3

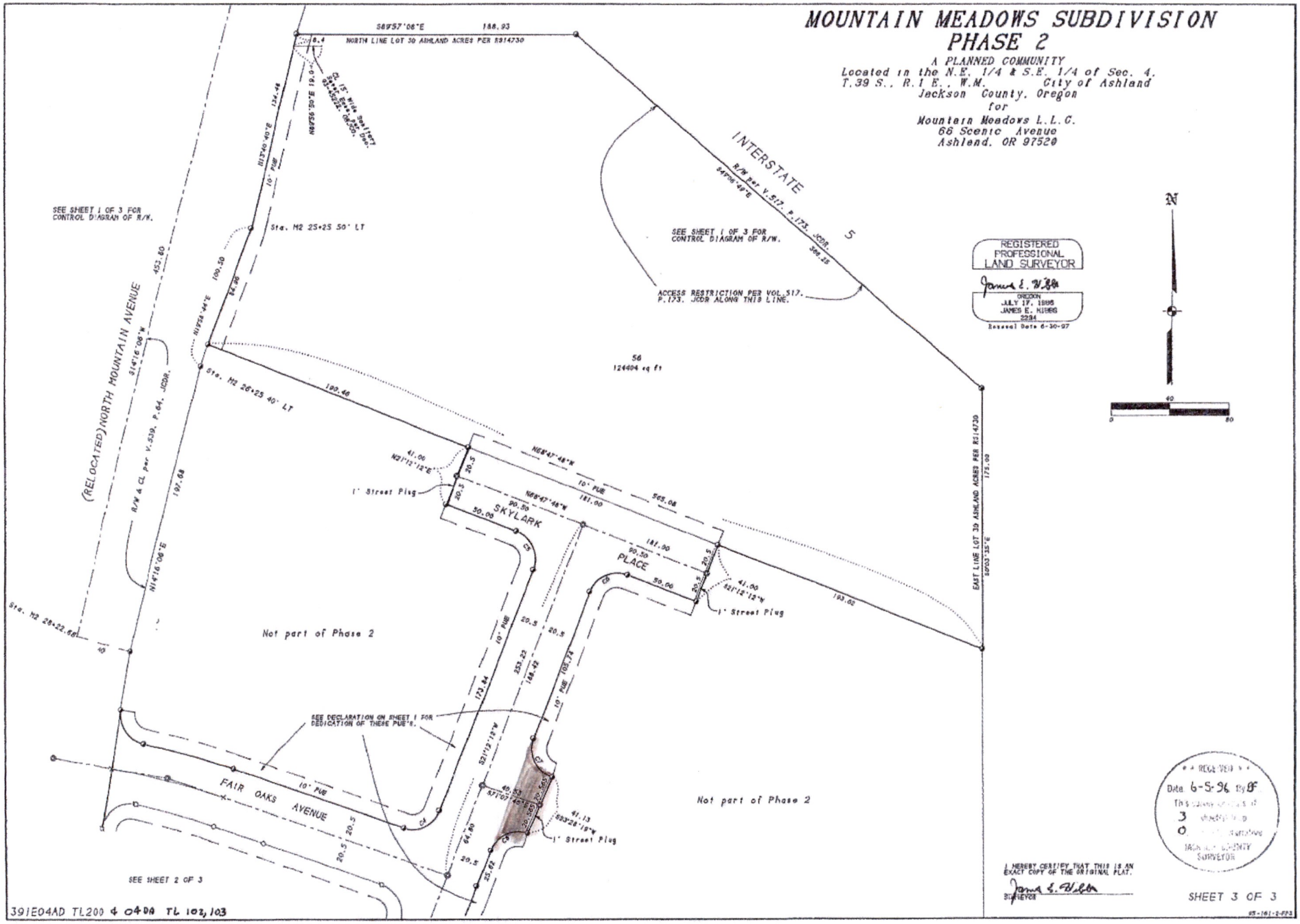
95-181-2-FP1

19 7 11L/97

14937

MOUNTAIN MEADOWS SUBDIVISION
PHASE 2

A PLANNED COMMUNITY
Located in the N.E. 1/4 & S.E. 1/4 of Sec. 4,
T.39 S., R.1 E., W.M. City of Ashland
Jackson County, Oregon
for
Mountain Meadows L.L.C.
66 Scenic Avenue
Ashland, OR 97520



REGISTERED PROFESSIONAL LAND SURVEYOR
James E. Wilson
OREGON
JULY 17, 1986
JAMES E. WILSON
2294
Renewal Date 6-30-97

RECEIVED
Date 6-5-96 By
This survey consists of
3 sheet(s)
0 reel(s)
Jackson County Surveyor

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

SHEET 3 OF 3

95-161-2-PP3

391E04AD TL200 & 04DA TL 102, 103

14937 11/2/97

14987

MOUNTAIN MEADOWS SUBDIVISION PHASE 2

A PLANNED COMMUNITY
Located in the N.E. 1/4 & S.E. 1/4 of Sec. 4, T.39 S., R.1 E., W.M. City of Ashland
Jackson County, Oregon
for
Mountain Meadows L.L.C.
66 Scenic Avenue
Ashland, OR 97520

SURVEY BY: L.J. Friar & Associates, P.C.
Consulting Land Surveyors
304 South Holly Street
Medford, Oregon 97501
Phone: (541) 772-2782

LEGEND:

- ● = Found 5/8" iron pin per RS3589.
- ⊠ = Found OSHD brass disk in concrete.
- ⊙ = Found 5/8" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC. per MOUNTAIN MEADOWS SUBDIVISION, PHASE 1.
- ◉ = Set 5/8" x 30" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC.
- ○ = Set 5/8" x 24" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC. deferred.*
- ◯ = Set 5/8" x 30" iron pin w/ plastic cap mkd. L.J.FRIAR & ASSOC. deferred.*
- ⊚ = Set 1" x 30" galv. iron pipe w/ 2 1/2" brass disk mkd. L.J.FRIAR & ASSOC. in southeast corner, deferred.

( ) = Record data as shown. PR = Plat Record. DR = Deed Record.
ORJCO = Official Records of Jackson County, Oregon. RS = Recorded Survey #.
CL = Centerline PUE = Public Utility Easement, including TCI Cablevision.
CL1 Cl = See course data table. JCDR = Jackson County Deed Records.

BASIS OF BEARINGS: NAD83 True bearing between Stations "ASH" & "TALENT".
DATE: January 29, 1996 SCALE: 1" = 40' UNIT OF MEASUREMENT: Feet

(* FOR DEFERRED MONUMENTS, SEE SN 16473)

GEODETIC TIE

"TALENT" NAD83
FD. BRASS DISK
N = 64554.202
E = 1314039.887

(GRID N72°41'00.82"W)
N74°11'56"W
BASIS OF BEARINGS

"ASH" NAD83
FD. BRASS DISK
N = 63387.729
E = 1317783.144
φ = (-)01°30'36"

N28°59'56"W 3481.77

INITIAL POINT

COURSE DATA TABLE

NO.	RADIUS	DELTA	LENGTH	LONG CHORD or COURSE
C1	20.00	88°9'51"	30.28	S89°55'54"E 27.36
C2	495.73	07°2'03"	63.75	S74°48'48"E 63.70
C3	20.00	87°0'02"	30.40	N83°02'13"E 27.70
C4	20.00	90°0'00"	31.42	N23°57'46"W 28.28
C5	20.00	90°0'00"	31.42	S66°12'13"W 28.28
C6	20.00	92°5'58"	32.23	S24°57'47"E 28.85
C7	20.00	87°0'02"	30.40	S65°02'13"W 27.70
C8	99.50	60°0'57"	105.38	S10°47'13"E 100.52
C10	120.50	28°0'12"	56.55	S27°41'19"E 56.03
C11				S14°14'24"E 9.48
C12	210.00	43°0'31"	160.51	S07°39'11"W 156.63
C13	210.00	04°8'46"	16.30	S31°48'20"W 16.29
C14	120.50	22°9'05"	46.34	S45°29'16"W 46.05
C15	79.50	33°0'25"	45.80	S73°29'01"W 45.17
C16	20.00	90°4'20"	31.44	N44°58'37"W 28.30
C17				S89°26'54"W 2.67
C18				S89°55'54"E 3.30
C19				S89°55'54"E 3.86
C20				S1°24'14"W 5.71
C21	79.50	22°8'05"	31.88	S45°29'16"E 31.68
C22	169.00	48°4'17"	142.28	N09°53'35"E 138.12
C23	169.00	13°7'44"	41.18	S27°00'51"E 41.08
C24	169.00	29°51'52"	87.10	S05°16'03"W 86.14
C25	169.00	06°4'41"	14.00	S11°32'14"E 13.99
C26	79.50	26°0'12"	37.37	S27°41'10"E 36.96
C27	140.50	60°9'57"	148.80	N10°47'15"W 141.95
C28	140.50	02°8'42"	5.67	S39°18'25"E 5.67
C29	140.50	37°2'55"	91.05	S20°15'07"E 89.47
C30	140.50	21°4'20"	52.68	S08°36'01"W 51.78
C31				S19°33'11"W 2.62
C32	20.00	90°0'57"	31.65	S25°47'15"E 28.45
C33	954.73	07°1'31"	55.76	S74°28'32"E 55.73
C34	20.00	92°0'42"	32.18	N55°45'22"E 28.82

CENTERLINE OF STREETS & (RELOCATED) NORTH MOUNTAIN AVENUE

CL1	100.00	22°9'05"	40.12	N45°29'16"E 39.85
CL2	189.50	48°4'17"	159.54	N09°53'35"E 154.87
CL3	100.00	26°3'12"	46.93	N27°41'10"W 46.50
CL4	120.00	60°6'57"	127.09	N10°47'15"W 121.24
CL5	975.23	09°2'12"	76.81	S75°56'22"E 76.72
CL6	286.48	24°6'00"	120.00	S26°16'06"W 119.13
CL7	954.30	14°2'09"	236.67	S07°16'06"W 236.04
CL8	954.30	05°1'14"	83.68	S11°45'28"W 83.65
CL9	954.30	09°6'46"	152.99	S04°39'29"W 152.83

NORTH MOUNTAIN AVENUE
N0°03'33"E
CL REQUIRED BY CITY OF ASHLAND, SEE RS14730.
EAST LINE LOT 30 ASHLAND ACRES PER RS14730
N0°00'47"W 499.40
Strip to be Dedicated
Strip to be Dedicated
INITIAL POINT
(RELOCATED) NORTH MOUNTAIN AVENUE
N54°01'E 187.80
227.63
Sta. MS 28+22.68
SEE SHEET 1 OF 3 FOR CONTROL OF R/W.
CL 10' WIDE TID EASE FOR IRRIGATION LINE PER DOC. #5-37613, #5-37614 & #5-37615, ORJCO & CANAL RESERVATION PER VOL.229, P.44, JCDR.
SEE SHEET 3 OF 3
Not part of Phase 2
FAIR OAKS AVENUE
MOUNTAIN MEADOWS SUBD. PHASE 1
MOUNTAIN MEADOWS DRIVE
Not part of Phase 2
SEE SHEET 3 OF 3
SEE DECLARATION ON SHEET 1 FOR DEDICATION OF THESE PUE'S.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 17, 1986
JAMES E. HIBBS
2234
Renewal Date 6-30-97

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

SHEET 2 OF 3

95-101-S-FP2

391E04AD TL 260 & 04DA TL 102, 103

14987 11/4/97

Council Business Meeting

Date: June 18, 2024

Agenda Item	Second Readings on ORD 3238, an ordinance adopting amendments to Chapters 15.04; 15.10; 15.16; 15.20; and 15.36 of Title 15 "Buildings and Construction" and ORD 3239 amending section 2.22.101 "Established Membership of the Building Board of Appeals" of Title 2 "Administration" of the Ashland Municipal Code.
From	Brandon Goldman, Director of Community Development
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SUMMARY

Council is requested to conduct Second Reading and adoption of ordinances to amend Ashland Municipal Code Title 15 "Buildings and Construction Code", Chapters 15.04, 15.10, 15.16, 15.20, and 15.36, and Chapter 2.22 "Building Board of Appeals" to align with and reference current Statue, improve language governing the appeals process, provide direction and process for stop work orders, increase premise identification requirements to align with the Fire Code, adopt FEMA standards to ensure continued eligibility for federal flood insurance, disaster recovery funds, and mitigation grants, and to ensure that buildings and structures within the city limits are constructed and maintained in a manner that ensures the safety, health, and welfare of all residents, staff, and visitors of the city.

POLICIES, PLANS & GOALS SUPPORTED

- **Quality of life that underpins the City's economic vibrancy**
    1. The amendments ensure safe and standardized construction, enhancing the overall living environment and supporting Ashland's economic growth.
- **Environmental resilience, including addressing climate change and ecosystem conservation**
    1. By aligning with FEMA standards and updating regulations, the amendments promote flood resilience and help protect the local ecosystem from climate-related impacts.

- **Public safety, including emergency preparedness for climate change risk**
    1. The updates to the building code, especially in the Dangerous Buildings and Flood Damage Prevention sections, improve the city's ability to respond to emergencies and mitigate risks associated with climate change.
- **Quality infrastructure and facilities through timely maintenance and community investment**
    1. The amendments facilitate the maintenance and improvement of infrastructure by ensuring that buildings and other structures comply with current safety and quality standards.

BACKGROUND AND ADDITIONAL INFORMATION

The proposed amendments to the City of Ashland's Municipal Code are designed to improve community safety and ensure compliance with updated building code regulations. On May 21, 2024, the City Council held a public hearing and passed the First Reading of these proposed ordinances. Ordinances 3238 and 3239, now presented for the Second Reading and final adoption, remain unchanged from the versions approved during the First Reading.

The proposed ordinance amendments include several key updates: regulations for structures previously exempted by the State of Oregon building code, the establishment of qualification processes for appeal board members, the introduction of a section to address dangerous buildings, revised procedures for issuing Stop Work Orders, updates to flood damage prevention to meet FEMA standards, and alignment of plumbing and electrical codes with current state laws and rules. Detailed discussions of these changes can be found in the Council

Communication from May 21, 2024, presented at the First Reading, as well as in Draft Ordinances 3238 and 3239 as presented this evening.

Staff recommends that the City Council approve Second Reading of the attached draft ordinances for adoption of the amendments to Title 15 and Title 2 of the Ashland Municipal Code.

FISCAL IMPACTS

The ordinance amendments proposed, which concern the local adoption of building codes, are anticipated to have minimal fiscal or budgetary impact on the City. These changes primarily involve re-instituting permit requirements that the Building Department previously managed under the State building code.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Two separate motions are necessary due to two distinct Ordinances being presented for consideration:

- I move to approve Second Reading of Ordinance 3238, AN ORDINANCE AMENDING CHAPTERS 15.04; 15.10; 15.16; 15.20; AND 15.36 OF TITLE 15;
- I move to approve Second Reading of Ordinance 3239, AN ORDINANCE TO AMEND SECTION 2.22.101, "ESTABLISHED MEMBERSHIP' OF THE BUILDING BOARD OF APPEALS, CHAPTER 2.22

REFERENCES & ATTACHMENTS

1. ORD3238_BuildingCode Amendments_6182024
2. ORD3239_BuildingAppealsBoard_6182024

ORDINANCE NO. 3238

AN ORDINANCE TO AMEND THE BUILDINGS AND CONSTRUCTION CODE OF TITLE 15 OF THE ASHLAND MUNICIPAL CODE; AMENDING CHAPTERS 15.04; 15.10; 15.16; 15.20; and 15.36.

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, the building official wishes to amend the Ashland Municipal Buildings and Construction Code to ensure that all buildings within the city limits are constructed and maintained in a manner that guarantees the safety, health, and welfare of all residents, visitors, and those involved in construction activities; and

WHEREAS, the State of Oregon Building Codes Division allows jurisdictions to adopt local building codes specific to the jurisdiction's needs that were previously removed from the state building codes authority and made optional by local adoption, empowering the City of Ashland to tailor its Building Codes to better address local environmental, safety, and community priorities; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has amended the National Flood Insurance Program management standards requiring updates to local regulations to ensure continued eligibility for federal flood insurance, disaster recovery funds, and mitigation grants; and

WHEREAS, the City of Ashland recognizes the importance of adopting these standards to enhance flood resistance, protect property, and ensure the safety and welfare of its residents and businesses within flood-prone areas; and

WHEREAS, the City Council of the City of Ashland conducted a duly advertised public hearing on the above-referenced amendments on May 21, 2024; and

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

WHEREAS, the City Council of the City of Ashland has determined that in order to protect and benefit the health, safety, and welfare of existing and future residents of the City, it is necessary to amend Chapter 15 of the Ashland Municipal Code in the manner proposed.

SECTION 1. Ashland Municipal Code Title 15.04 Building and Construction is hereby amended as follows:

15.04.010 Code Adoption

A. The current versions of the following building codes are adopted as a part of this chapter and are further referred to in this title as "the specialty codes."

1. The Oregon Structural Specialty Code **(OSSC)** as defined in OAR 918-460-0010, ~~**and including Appendices J and G.**~~
2. The Oregon Plumbing Specialty Code **(OPSC)** as defined in OAR 918-750-0110.
3. The Oregon Mechanical Specialty Code **(OMSC)** as defined in OAR 918-440-0010.
4. The Oregon Residential Specialty Code **(ORSC)** as defined in OAR 918-480-0010, including ORSC R327.4.

a. The provisions of Oregon Residential Specialty Code (ORSC) R327.4.1 are not herein adopted except that the following ORSC R327.4.1 shall apply within the City of Ashland: ORSC R327.4.1, Qualifying lots of record. Qualifying lots of record shall meet all the following:

(1) Be located in a wildlife hazard zone as identified by the local municipality using criteria established by the Oregon Department of Forestry. The local municipality is not required to include all areas identified by the Oregon Department of Forestry as wildfire hazard zones. The zone shall be detailed in the local adopting ordinance.

b. The City of Ashland Building Official has discretion to waive the requirements of ORSC R327.4 for any particular property upon making a written

determination that the purposes of ORSC R327.4 have been achieved through substantial compliance with its standards.

5. The Oregon Electrical Specialty Code as defined in OAR 918-305-0100.
6. The Oregon Energy Efficiency Specialty Code as defined in OAR 918-460-0500.

B. ~~**The current Oregon-adopted version of the following code is adopted as a part of this chapter except those portions of this code which conflict with or overlap the specialty codes:**~~

~~**1. The International Existing Building Code as published by the International Code Council, a copy of which is on file with the Building Official. (Ord. 3198, amended, 06/01/2021; Ord. 3043, amended, 12/21/2010; Ord. 2925, amended, 04/18/2006)**~~

B. The following matters are adopted locally and are regulated under the current Oregon Specialty Codes.

1. **Retaining walls**
   a. **Exception 1: Retaining walls 4 feet or less in height, measured from the bottom of the footing to the top of the wall that do not support ascending slopes exceeding 3:1 (33 percent).**
   b. **Exception 2: retaining walls that do not support a non-soil surcharge.**
2. **Fences**
   a. **Exception 1: Fences constructed of wood and similar materials not over 7 feet (2134 mm) high, fences constructed of masonry, concrete and similar materials not over 4 feet high, and typical field fencing not over 8 feet (2438 mm) high when constructed of woven wire or chain link. Exception: all barriers around swimming pools require a permit.**
   b. **This ordinance does not preclude the requirements of other departments such as Planning, and Fire departments.**
3. **Tanks located outside of a building or structure that contain hazardous materials as defined by the current adopted Oregon Structural Specialty Code and in proximity to buildings and structures regulated by such code as to create a hazardous condition to occupants of a building shall be regulated by the City of Ashland Building Department.**

a. **To determine such hazardous conditions, Chapter 4 of the current adopted Oregon Structural Specialty Code and referenced standards, as well as applicable sections of the current state adopted fire code, shall be used for determining adequate separation type and quantities of hazardous materials contained in tanks for the purpose of maintaining safety to the occupants of a given building or structure.**

b. **Other tanks located outside, where the result of a structural failure could impose a detrimental load on a building or structure, shall also be regulated by the City of Ashland Building Department.**

c. **The scope of regulation for such tanks shall be limited to structural support of tanks. When determined that hazardous conditions are present, structural support of such tanks shall accommodate all applicable loads as prescribed in Chapter 16 of the current adopted Oregon Structural Specialty Code and referenced standards.**

d. **Requirements scoped in the current adopted specialty codes, such as for tanks containing heating oil, shall be regulated by the applicable adopted codes.**

e. **This ordinance does not preclude the requirements of other departments such as Planning, Fire and DEQ.**

4. **Cellular phone, radio, television, and other telecommunication and broadcast towers shall be regulated in accordance with this ordinance.**

   a. **Such towers and support structures that are existing and not attached to or supported by a regulated building shall not be regulated by the Building Code.**

   b. **All new towers and support structures shall be regulated by the current adopted Oregon Structural Specialty Code and referenced design standards to address all imposed structural loads.**

   c. **Existing cell towers supported by a building or structure with proposed added or shifted loads that cause an increase in gravity loading by more than 5% shall be analyzed by an Oregon licensed design professional to address the proposed loading. The existing structure and its addition, acting together**

as a single structure, shall be shown to meet the requirements of Chapter 16 of the current adopted Oregon Structural Specialty Code and referenced standards. Any existing lateral load-carrying structural element whose demand-capacity ratio, with the addition considered, is not more than 10% greater than its demand-capacity ratio with the addition ignored, shall be permitted to remain unaltered.

d. **Existing support structures and equipment that are relocated to another area of the regulated building shall be regulated as a new tower or support structure in accordance with the current adopted Oregon Structural Specialty Code.**

5. **Flag poles not attached to a regulated building that exceed 25' in height.**
   a. **Flag poles extending to a height of more than 25' above the supporting grade shall be designed in accordance with the current adopted Oregon Structural Specialty Code.**
   b. **Flag poles attached to or supported by a regulated building or structure shall be designed for attachments to the building in accordance with the current adopted structural specialty code. The building, whether new or existing, shall be analyzed and designed to accommodate all imposed loads in accordance with the applicable current adopted specialty codes.**
   c. **This ordinance does not preclude the requirements of other departments such as Planning.**
6. **Ground-mounted photovoltaic systems 10 feet or greater in height measured to the highest point of the installations and any ground mounted system where public access is permitted under the structure shall meet the requirements of Chapter 16 of the current adopted Oregon Structural Specialty Code and referenced standards.**
7. **Signs shall be regulated in accordance with Appendix H of the Oregon Structural Specialty Code.**
   a. **This ordinance does not preclude the requirements of other departments such as Planning and the Oregon Department of Transportation (ODOT).**
8. **The design and construction of inground swimming pools.**

a. **Structural drawings for construction of swimming pools other than aboveground swimming pools shall be certified by an Oregon registered engineer or an Oregon licensed architect. Calculations for such drawings shall be provided and be in accordance with the design criteria established and outlined in Chapter 3 of the current ORSC, or Chapter 16 of the current OSSC.**

C. The following matters are adopted locally and are outside the statutory authority of the Oregon Specialty Codes.

1. **Appendix G of the most recent International Building Code (IBC) for Flood-Resistant Construction.**
2. **Appendix J of the most recent International Building Code (IBC) for Grading.**

15.04.020 City Code Administration

The City shall provide for the administration of a plan checking, permit and inspection program for structural, mechanical, plumbing work and electrical work. This City program is applicable to public buildings, including state buildings, as well as private buildings. (Ord. 2925, amended, 04/18/2006; Ord. 2685, amended, 1992; Ord. 1825, amended, 1974)

15.04.030 Building Official Designated

The City Manager shall designate a City employee to carry out the functions and duties of the Building Official as described in the Oregon 2004 Structural Specialty Code, unless such individual is a Department Head, in which case such designation shall be by the Mayor with confirmation by the City Council. Such person shall be state certified as a Building Official in all the codes adopted by this chapter, and may delegate portions of responsibility as may be deemed necessary. Designation by the City Manager of the Building Official shall be done in writing in a document filed with the City Recorder. (Ord. 3192 § 113, amended, 11/17/2020; Ord. 3043, amended, 12/21/2010; Ord. 2925, amended, 04/18/2006)

15.04.090 Building Permits Generally

Permits shall be obtained as required by the specialty codes. General contractors shall obtain all permits for a given job at one time. No building permit that would result in the construction of new structures, or the enlargement or change in use of existing structures shall be issued prior to the presentation of an approved zoning permit to the Building Official by the applicant. Such zoning permit shall be issued by the Planning Director, or a designee, and shall verify that the contemplated project is in accord with all applicable zoning and planning regulations. It shall also set forth any special conditions to be met by the applicant prior to issuance of a Certificate of Occupancy or any other planning and zoning related conditions to be enforced by the Building Official. The issuance and continued validity of any building permit issued by the City of Ashland shall be contingent on compliance by the applicant with all applicable city, county, state, or other regulations. On properties or in areas designated to be of significant historical value or interest applications for building permits, not requiring review by the Planning commission pursuant to Title 18 of the Municipal Code, shall be referred to the Ashland Historic **Preservation Advisory Committee** ~~**Commission**~~ for review and recommendations, who shall have a period of time not to exceed seven days to complete such review and recommendations. (Ord. 2925, amended, 04/18/2006; Ord. 2775, amended; Ord. 2712 § 2, amended, 1993; Ord. 2685, amended, 1992; Ord. 2037 § 3, amended, 1979; Ord. 1981 § 6, amended, 1978)

15.04.092 Building Permits LEED Certified Priority Plan Check

1. New buildings and existing buildings whose repair, alteration or rehabilitation costs exceed fifty percent of their replacement costs, that will be pursuing certification under the Leadership in Energy and Environmental Design Green Building Rating System (LEED) of the United States Green Building Council shall receive top priority in the plan check processing.
2. Applicants wishing to receive priority plan check processing shall provide the following documentation with the building permit submittals demonstrating the completion of the following steps in the working towards LEED certification.
    a. Hiring and retaining a LEED Accredited Professional as part of the project team throughout design and construction of the project.

b. The LEED checklist indicating the credits that will be pursued. Building permit submittals must clearly specify the materials, systems and strategies they will use to achieve the credits in the plans submitted to the City of plan check approval.

3. A final report shall be prepared by the LEED Accredited Professional and presented to the City upon completion of the project verifying that the project has met, or exceeded, the LEED standard. (Ord. 3035, added, 08/17/2010)

15.04.095 Building Permits – Required Street Dedications

In issuing building permits for proposed buildings, dedication of abutting streets shall first be made to the City of Ashland as follows:

A. *Dedication of Streets – Public Need.* Whenever a property owner requests a building permit, land partition or subdivision approval, and such proposed use of the land or division of the land causes a public need for increased street right-of-way, the property owner shall dedicate such additional right-of-way to the City of Ashland before approval is given for the subdivision, land partition or application for a building permit. In determining public need the following factors shall be considered:

1. Accommodation of increased traffic generated by the development;
2. The ability to provide traffic circulation to neighboring properties in order to make the most economic use of land, thereby fulfilling the intent of the City Comprehensive Plan and State Planning Code;
3. The health, safety, and welfare of future residents of the area, if the area is developed through flag partitions or other piecemeal, irregular means, causing inadequate access; and
4. Such other factors as may be found relevant during consideration of a particular application.

B. *Dedication of Streets – Width established.* Whenever a property owner requests approval of a land partition, subdivision or building permit, and the property abuts on a street shown on Exhibit "A" attached to Ordinance No. 2012 which is hereby incorporated herein, and the street at that location is not dedicated to the widths required by Section 18.80.020.B of this Code, approval of the application shall only be granted after the property owner has dedicated such

required additional right-of-way to the City of Ashland. For purposes of this Section, all streets not designated on Exhibit "A" as arterial or collectors shall be designated as minor streets.

C. *Dedication of Streets – New Streets.* Whenever a property owner requests approval of a land partition, subdivision or building permit, and the property abuts on a planned street which has been adopted by resolution of the Planning Commission as a part of a precise street plan for an area, approval of the application shall only be granted after the property owner has dedicated such required right-of-way to the City of Ashland.

D. *Setbacks.* All setbacks required under Title 18 of this code shall be measured from the new right-of-way line established pursuant to Subsections A through C, above. (Ord. 2925, amended, 04/18/2006; Ord. 2052 § 6, amended, 1979)

15.04.100 Inspections Required

Inspections shall be called for and made as provided in the specialty codes. (Ord. 3043, amended, 12/21/2010; Ord. 2925, amended, 04/18/2006)

15.04.105 Barrier Removal Improvement Plans, Liens

A. The Building Official may approve a Barrier Removal Improvement Plan authorized under ORS 447.241 when:

1. All requirements of that statute are met and approved by the building official;
2. The approval by the building official is made in writing together with the date of the approval; and
3. The value of the improvements required by the plan are entered into the City lien docket as provided in section 15.04.105.B or adequate security is deposited by the plan applicant as provided in section 15.04.105.C.

B. Unless adequate security is deposited as provided in section 15.04.105.C, the value of the improvements required by the plan shall be chargeable as a lien upon the property subject to the plan. The City recorder shall enter in the City lien docket a statement of the value of the plan improvements together with a description of the plan improvements, the name of the owners of the property and the date of the approval of the plan by the building official. Upon such entry in the lien docket, the amount so entered shall become a lien upon the property.

1. The determination of value for the plan improvements shall be made by the building official. Such determination shall include the value of all construction work necessary to

accomplish the plan, as well as all finish work, painting roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment. The value shall also include the cost of future inspections by the Building Official to determine if the plan is being or has been met.

2. Upon completion of the plan improvements, the building official shall certify to the City recorder that all improvements have been made. Upon such certification, the City recorder shall remove the lien on the property from the lien docket.

3. Upon partial completion of the plan improvements, the building official, when requested by the property owner or plan permittee, shall certify to the City recorder that plan improvements have been partially made. The certification shall state the value of improvements yet to be made and the City recorder shall amend the lien docket to reflect such value.

4. If the plan is not completed according to its terms, the City may proceed to foreclose the lien in the manner provided by the general law in the State of Oregon for the collection of real property liens. No foreclosure suit shall be filed, however, unless the property owner is first given 30-days written notice specifying the nature of the incompletion and an opportunity for the owner to complete the plan within such 30-day period.

C. The plan applicant may provide adequate security in a sum equal to the value of the improvements required in the plan to secure performance of the plan in lieu of the lien described in section 15.04.105.B. Adequate security includes but is not limited to a surety bond furnished by a surety company authorized to do business in Oregon or an irrevocable letter of credit from a bank doing business in Oregon or such other security as the may be approved by the director of finance. (Ord. 2925, amended, 04/18/2006)

15.04.115 Conversion to For Purchase Housing

Structures being converted from multiple-family rental unit use to for-purchase housing in multi-family zones shall conform to Oregon Structural Specialty Code Chapter 34 Existing Structures, including but not limited to, structural, mechanical, plumbing, and fire/life safety, in effect at the time of conversion, and a building permit shall be obtained for such conversion. Specifically, it shall be unlawful for the owner or his agent of multi-family residential units to convert said units

and common areas to condominium ownership without prior approval of the building official. Review of components identified in Oregon Structural Specialty Code Chapter 34 Existing Structures shall precede such approval. Owner shall notify tenants that the City Building Division may be performing inspections of units and request entry for such purpose. After completion of the review, a report of items to be brought into compliance, if any will be provided to the owner or his agent by the Ashland Building Official. Any and all corrective measures and related construction permits with approved final inspections shall be completed prior to sale of units identified in the report. Physical improvement or rehabilitation of units and common areas are subject to the limitations of ORS 100.315. Conversion is also subject to requirements of AMC Chapter 10.115. The fee schedule for the conversion review shall be established by resolution of the City council. (Ord. 3043, amended, 12/21/2010; Ord. 2938, amended, 05/01/2007; Ord. 2925, amended, 04/18/2006)

15.04.185 Heat Pumps and Mechanical Devices

A. Permit Requirement. No person shall install a commercial or residential heat pump, air conditioning unit, or similar mechanical device prior to submitting a permit application to the Building Official and receiving approval. (Ord. 3038, amended, 11/07/2010; Ord. 2925, amended, 04/18/2006)

15.04.190 Underground Utilities

A. Underground Utilities Required. In conjunction with the issuance of a building permit for a new electrical service all on-site utility lines, including but not limited to, electric, communications, and cable television, shall be installed underground. For the purpose of this section, appurtenances and associated equipment such as, but not limited to, surface-mounted terminal boxes and meter cabinets, and terminations for concealed ducts in an underground system, may be placed above ground.

B. Underground Utilities – Exceptions. Underground utilities need not be installed in the following instances:

1. Any replacement or relocation of a service on a lot when it does not necessitate any increase in the number of existing overhead lines and/or utility poles;

2. Any increase in service size if no additional overhead lines and/or utility poles are required; or

3. Single-family dwellings, when utility poles exist along property lines, or abutting streets, except for underground facilities required by Section 18.80.060 of the Ashland Municipal Code; provided, that a service panel and stubbed conduit shall be installed to convert to underground utilities at a future date.

C. Underground Utilities – Cost. The applicant for service shall be responsible for all trenching and backfilling, and shall pay to the City the connection fees specified in Section 14.16.090 of this Code.

D. Underground Utilities – Rules and Regulations. The City Council may, by resolution, adopt rules and regulations governing the installation and allocation of costs for underground utility extensions as a condition of building permit issuance. (Ord. 2925, amended, 04/18/2006; Ord. 2148 § 1, amended, 1981; Ord. 2052 § 7, amended, 1979)

15.04.192 Location of Electric Meters

In conjunction with the construction of new residential structures, electric meter bases shall be installed on the side of the structure, nearest the City's service point and nearest the front of the structure as practicable, unless an alternate location is approved by the Director of Electric Utilities. On corner lots, the meter base may be located on the rear of the structure, nearest the City's service point and nearest the side street as practicable. No meter installation shall cause service entrance conductors to enter a structure without a service disconnecting means at the closest point of entry as described in the National Electrical Code Article 230-70. (Ord. 2925, amended, 04/18/2006; Ord. 2712 § 4, amended, 1993; Ord. 2282 § 1, amended, 1983)

15.04.200 Board of Appeals - Appeal Process

A. Appeal Procedure. Any: (a) final decision relating to the suitability of alternate materials and methods of construction or (b) final decision of the demolition review committee or (c) an interpretation or final decision by the building official, including the imposition of administrative penalties, with regard to the City of Ashland Building Code may be appealed to the Building Board of Appeals in conformance with procedures provided in the applicable section of the building code. Appeals shall be filed in the City Administration offices by the deadline.

The Notice of Appeal shall state all of the following:

(i) The name and address of the appellant;

(ii) The specific code provision or rule being appealed;

(iii) The reason the building official's determination is incorrect; and

(iv) The appellant's desired outcome on appeal.

An appeal shall include the applicable appeal fee or deposit as applicable. Failure to strictly comply with the applicable appeal requirements, including but not limited to time for filing and payment of the applicable appeal fee, if any, shall be a jurisdictional defect and shall subject the appeal to summary dismissal in accordance with paragraph B of this section. When the specific applicable code does not contain an appeal timeframe, the time to appeal a decision (including administrative penalty) or interpretation shall be 15 days, unless an order to vacate has been posted, in which case it shall be within 10 days. The board of appeals may charge an unsuccessful appellant the cost of the appeal, including the cost of a hearing officer, if the board makes findings that the appeal is frivolous and either finds against the appellant after a hearing or dismisses the appeal. Failure to pay the costs within 60 days of receipt of said billing shall result in a lien on the appellant's property.

B. Scheduling. The building official shall schedule a meeting of the board within 30 working days of the filing of the appeal. The board of appeals shall determine at this meeting whether to grant a hearing or dismiss the appeal. The appeal shall be dismissed if the board finds that the appeal does not meet the criteria in paragraph A of this section. If the appeal is dismissed, the building official's decision is final. The hearing shall be held as soon as reasonable, after the board meeting. The decision and findings shall be mailed to all persons who appeared before the Board. The Administrator of the State Building Codes Division shall be furnished copies of decisions interpreting state building code requirements. (Ord. 3003, amended, 02/18/2010; Ord. 2925, amended, 04/18/2006; Ord. 2878, amended, 12/04/2001)

C. Qualification requirements for members of the board of appeals. The board of appeals shall consist of five individuals, one from each of the following professions or disciplines:

1. **Registered design professional with architectural experience or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in responsible charge of work.**
2. **Registered design professional with structural engineering experience.**
3. **Registered design professional with mechanical and plumbing engineering experience or a mechanical or plumbing contractor with at least ten years' experience.**
4. **Registered design professional with electrical engineering experience or an electrical contractor with at least ten years' experience.**
5. **Registered design professional with fire protection experience or a contractor or superintendent with at least ten years' experience and can demonstrate a general knowledge of fire protection requirements.**

The Building Official shall have the authority to waive some of the stated qualification requirements for members of the board of appeals when, in the Building Officials professional opinion, the individual has adequate knowledge and experience to fill the seat as a board member for a specific profession or discipline.

15.04.205 Dangerous Buildings

A. PURPOSE. It is the purpose of this Chapter to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by these Codified Ordinances or otherwise available by law, whereby buildings or structures which endanger the life, limb, health, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished. The purpose of this Chapter is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected, benefited, or targeted by the terms of this Chapter.

B. DANGEROUS BUILDING DEFINED. For the purpose of this Chapter, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a "Dangerous Building", provided that such conditions or defects endanger the life, health, property or safety of its occupants or the public.

1. **Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.**
2. **Whenever the walking surface of any aisle, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.**
3. **Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half (1 ½) times the working stress or stresses allowed in the Oregon State Structural Specialty Code ("OSSC") for new buildings of similar structure, purpose or location.**
4. **Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the OSSC for new buildings of similar structure, purpose or location.**
5. **Whenever any portion or member or appurtenance thereof likely to fail, or to become detached or dislodged, or to collapse and hereby injure persons or damage property.**
6. **Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the OSSC for new buildings of similar structure, purpose or location without exceeding the work stresses permitted in the OSSC for such buildings.**
7. **Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.**
8. **Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose**

of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. **Whenever, for any reason, the building or structure, or portion thereof, is manifestly unsafe for the purpose for which it is being used.**
10. **Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.**
11. **Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.**
12. **Whenever the building or structure has been so damaged, or has become so dilapidated or deteriorated, or has been vacated and unsecured as to become (i) an attractive nuisance to children; (ii) a harbor for squatters or criminal activity; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful acts.**
13. **Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the OSSC, or of any law or ordinance of this State or jurisdiction relating to the condition, location or structure of buildings.**
14. **Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.**
15. **Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities,**

or otherwise, is determined by the County's Health and Human Services Department, the Oregon Department of Environmental Quality, or the Building Official, to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. **Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistant construction, faulty or inadequate electric wiring or equipment, gas connections or heating apparatus, chimneys or other cause, is determined by a fire marshal, fire district, or Building Official to be a fire hazard.**
17. **Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned and unsecured for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.**

C. ENFORCEMENT AND INTERPRETATION.

1. **The Building Official and the Building Official's designees are authorized to enforce the provisions of this Chapter. Subject to the procedures provided in this Chapter for review by the Municipal Judge or Hearings Officers, and on appeal by any court, the Building Official shall have the power to render interpretations of this Chapter and adopt and enforce policies in order to carry out its provisions.**

D. RIGHT OF ENTRY; INSPECTION WARRANTS.

1. **Right of Entry. The Building Official may enter property, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any building regulations, or whenever the Director has reasonable cause to believe that there exists in any structure or upon any property any condition which makes such property substandard as defined in any building regulations. In the case of entry into areas of property that are plainly enclosed to create**

privacy and prevent access by unauthorized persons, the following steps shall be taken:

a. **Occupied Property. If any structure on the property is occupied, the Building Official shall first present proper credentials and request entry. If entry is refused, the Building Official may attempt to obtain entry by obtaining an inspection warrant;**

b. **Unoccupied Property: if the property is unoccupied, the Building Official shall contact the property owner, or other persons having charge or control of the property, and request entry. If entry is refused or if the Building Official is unable to locate the owner, the Building Official may attempt to obtain entry by obtaining an inspection warrant.**

c. **Hazardous Properties: if the Building Official or Fire Marshall (or their designees) believe a hazardous condition exists that have immediate and exigent health and safety consequences for the public, City officials may, upon properly identifying themselves, enter the property for the sole purpose to secure, remedy, and abate the immediate hazardous condition.**

   i. **Following the abatement, the Building Official shall notify the owner, or other persons having charge or control of the property, of the emergency abatement and follow any fee assessments according to AMC 2.31.040.**

   ii. **Entry for hazardous properties should be for the sole purpose to remedy the immediate and exigent circumstances of the hazardous condition. Further investigation of a building complaint will necessitate either consent of the occupant or owner, or an inspection warrant.**

2. **Grounds for Issuance of Inspection Warrants; Affidavit.**

   a. **Affidavit. An inspection warrant shall be issued by either the Municipal Judge or the Hearings Officer , or by a court of competent jurisdiction only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant, the statute, ordinance or regulation requiring or authorizing the inspection or investigation, the property to be**

inspected or investigated and the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition, the affidavit shall contain either a statement that entry has been sought and refused, or facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an inspection warrant.

b. **Cause. Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any property, or there is probable cause to believe that a condition of nonconformity with any building regulation exists with respect to the designated property, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the property for conformity with building regulations.**

c. **Issuance. If the Municipal Judge or Hearings Officer is satisfied that cause for the inspection or investigation exists and that the other requirements for granting the application are satisfied, the Municipal Judge or Hearings Officer shall issue the warrant, particularly describing the person or persons authorized to execute the warrant, the property to be entered and the purpose of the inspection or investigation. The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 6:00 p.m., or where the Municipal Judge or Hearings Officer has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.**

d. **Police Assistance. In issuing an inspection warrant on unoccupied property, including abatement warrants, the Municipal Judge or Hearings Officer may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and assist the Building Official or representative of the department inspecting the property in any way necessary to complete the inspection.**

3. **Execution of Inspection Warrants.**

a. **Execution of the Warrant. In executing an inspection warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request.**

b. **Return. An inspection warrant must be executed within 10 working days of its issue and returned to the Municipal Judge or Hearings Officer by whom it was issued within 10 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant unless executed is void.**

E. DANGEROUS BUILDING DECLARED VIOLATION AND NUISANCE SUBJECT TO ABATEMENT.

1. **It shall be a violation for any person to erect, construct, enlarge, alter, repair, move, improve, convert, equip, use, occupy, or maintain a Dangerous Building or cause or permit the same to be done without obtaining a permit to do so.**
2. **All buildings or portions thereof which are determined after inspection by the Building Official to be dangerous as defined in this Chapter are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures specified in this Chapter.**

F. NOTICE, CITATION, AND ORDER TO IMMEDIATELY VACATE.

1. **All notices for a violation of this Chapter shall be issued in accordance with Section 15.04.250 of these Codified Ordinances and shall be served on the owner of the building in accordance with Section 15.04.260 of these Codified Ordinances. A copy of the notice described in subsection (2) of this Section shall be attached to the citation.**
2. **In addition to a citation served in accordance with subsections (1) and (4) of this Section, the Building Official shall cause a notice to be posted in a conspicuous location on the building or structure that contains:**

a. **A statement that the Building Official has found the building to be a Dangerous Building with a brief and concise description of the conditions found to render the building dangerous.**

b. **The information required to be placed in citations by subsection 15.04.260 (B) of these Codified Ordinances.**

c. **A statement that the building or structure must be immediately vacated and secured against entry immediately and that it is a Class A Violation to enter or occupy the building if the Building Official makes such a determination in accordance with Section (F) of this Chapter.**

d. **A statement that the building or structure may be demolished or removed if the Building Official has made such a determination in accordance with Section (F) of this Chapter.**

3. **A citation for a violation of this Chapter shall be served on all persons with a recorded interest in the real property, as reflected in the County's Recording Office records, if the Building Official has determined that the building or structure should be demolished or removed. Such service shall be provided in accordance with Section 15.04.250 and 15.04.260 of these Codified Ordinances.**

G. ORDER TO IMMEDIATELY VACATE DANGEROUS BUILDING; ORDER TO DEMOLISH OR REMOVE BUILDING.

1. **If, due to the condition of the building or structure, the Building Official determines that occupation or entry into a Dangerous Building constitutes an immediate threat to the life, limb, or safety of an individual, the Building Official may order that the building be immediately vacated and secured against entry. Such an order shall remain in place until the building has received a certificate of occupancy or until the Municipal Judge a Hearings Officer has dissolved such an order.**

2. **If the Building Official has determined that a Dangerous Building should be immediately vacated and secured against entry and has posted notice in accordance with subsection (E)(2) (c) of this Chapter, it shall be a Class A Violation for any person to enter the building except for an individual licensed to**

engage in the work necessary to remediate the dangerous condition(s). It shall be a Class A Violation for any person to remove or destroy the notice posted in accordance with subsection (E)(2) (c) of this Chapter until the building has been demolished, removed, or a certificate of occupancy has been issued for the building.

3. **If, due to the condition of the building or structure, the Building Official determines that the existence of the building constitutes an immediate threat to human life, limb, safety, or health, or if the building constitutes an immediate threat to adjacent property, the Building Official may order that the building be demolished or removed in a time period not longer than 60 days from the date of citation and posting of notice in accordance with subsection (E)(2) (d) of this Chapter.**

H. HEARINGS PROCEDURE AND PENALTIES.

1. **Except as provided in this Section, all hearings on citations for violations of Section (D) of this Chapter shall be conducted before the Municipal Court or a Hearings Officer in accordance with the procedures set forth in Chapter 2.30.20 and 15.04.200 of these Codified Ordinances.**
2. **If the Building Official has determined that the building should be immediately vacated in accordance with section (F)(1) of this Chapter or demolished or removed in accordance with subsection (F)(3) of this Chapter, any person provided with service of the citation or notice may request that a hearing take place on a date sooner than the time set for a hearing on the citation and notice. Upon such a request, the hearing shall take place as soon as practicable.**
3. **In addition to the penalties provided for in Section 15.04.260 of these Codified Ordinances, upon a finding by the Municipal or a Hearings Officer that the building is dangerous the Municipal Judge or Hearings Officer must order that the Dangerous Building be remediated within a reasonable time. Unless the Judge or Hearings Officer orders that the Dangerous Building be demolished or removed upon a finding upholding the Building Official's determination under subsection (F)(3) of this Chapter, a Dangerous Building may be remediated by**

repair, rehabilitation, demolition, removal, or by vacating and securing the building against entry. If the Municipal Judge or Hearings Officer orders that the Dangerous Building be demolished or removed, the Judge or Hearings Officer must explain the basis for the determination. If the Building Official has ordered that the Dangerous Building be immediately vacated in accordance with subsection (F)(1) of this Chapter, the Municipal Judge or Hearings Officer must make written findings upholding or dissolving such an order.

4. **If a Dangerous Building remains un-remediated following the expiration of the time set for remediation by the Municipal Judge or Hearings Officer, the defendant may be cited for a continuing violation and the Building Official may remediate the building without further hearing and the actual costs of such remediation shall be charged to the building's owner(s) and may become a lien against the subject property.**
5. **Nothing in this Chapter should be construed to eliminate the need for any permit(s) required to remediate a Dangerous Building.**

15.04.210 Demolition or Relocation of Structures

A. For purposes of sections 15.04.210 through 15.04.218, the following terms, phrases, words and their derivations mean:

1. *Demolition.* To raze, destroy, dismantle, or any act or process that may cause partial or total destruction of a structure where less than 60% of the structure's external walls will be retained in place; or where less than a majority of the facade will remain.
2. *Facade.* The front or principal face(s) of a building, excluding an attached garage of a residential structure, sometimes distinguished from the other faces by elaboration of architectural or ornamental details and often serving as the primary entrance.

B. Except as provided in section 15.04.210.D, a permit is required before any structure, or part of a structure as defined in subsection A.1 above, can be demolished or relocated. The permit fees for demolition or relocation of a structure will be set by resolution of the council.

C. No demolition or relocation permit is required:

1. For structures of less than 500 square feet in size.
2. For relocation of a structure upon the same lot.

3. To demolish a building declared to be dangerous under the Uniform Code for the Abatement of Dangerous Buildings pursuant to section 15.04.010.B.

D. In addition to the enforcement provisions of this Title, the City Attorney may, or upon order of the City Council shall, immediately commence action or proceedings for the prevention of the demolition or relocation of a structure in the manner provided by law, and may take such other steps and apply to such courts as may have jurisdiction to grant such relief as will prevent the demolition, moving, removal, or damage to a building or structure, or using property contrary to the provisions of this Title. The remedies provided for in this section shall be cumulative and not exclusive.

1. For any demolition or relocation in violation of sections 15.04.210 to 15.04.218, the court shall also have the authority to order the person convicted of the violation to rebuild or restore the structure to its appearance prior to the demolition or to move and restore the building to its original site.

2. For any flagrant violation, the court may impose a fine up to and including the assessed market value of the structure demolished or relocated. A flagrant violation is an act by a person who, after being notified of a violation, intentionally continues it. (Ord. 2925, amended, 04/18/2006; Ord. 2858, amended, 06/20/2000)

15.04.212 Demolition Review Committee

The Demolition Review Committee shall be the same as the Board of Appeals as established in section 15.04.200. (Ord. 2925, amended, 04/18/2006; Ord. 2878, amended, 12/04/2001; Ord. 2866, amended, 02/06/2001; Ord. 2858, amended, 06/20/2000; Ord. 2852, added, 01/21/2000)

15.04.214 Approval Process

Applications for demolition or relocation permits will be processed as follows:

A. A complete application must be submitted to the Building Official and must include all of the required information for the specific action requested. The application must be signed by one or more property owners of the property where the structure is located. The application must be accompanied by the appropriate application fee.

B. Within fourteen (14) days after receipt of a complete application, the Building Official will approve, approve with conditions, or deny the application unless such time limitation is extended

with the consent of the applicant. Notice of the decision of the Building Official will be mailed to the applicant within seven days of the decision.

C. If the application is approved, or if the application is denied and the applicant desires a hearing before the Demolition Review Committee, the applicant must post and publish a notice of the decision. The notice must be posted on the property in such a manner as to be clearly visible from a public right-of-way and be posted within five (5) business days of the date the applicant received the decision. In addition, the notice must be published in a newspaper of general circulation within the City at least seven (7) days prior to the date requests for hearing must be filed.

D. The applicant or any person may request a hearing before the Demolition Review Committee by filing a request for a hearing with the Building Official. The request for a hearing must:

1. Be in writing and be filed within ten (10) days of the date of the decision, if the request is by the applicant. Otherwise the request must be filed within ten days of the date the notice is posted or seven (7) days after the notice is published, whichever date is later.
2. Contain the specific grounds for which the decision should be reversed or modified, based on the applicable demolition or relocation standards.

E. The following information is required to be contained in the notices required by this section:

1. Notice of the decision by the Building Official described in subsection B above is to contain the following information:

a. The decision of the Building Official and the date of the decision.

b. The requirements of the applicant for posting and publishing notice of the decision.

c. A statement that no hearing will be held before the Demolition Review Committee unless specifically requested.

d. A statement that a request for a hearing by the applicant must be made within 10 days of the date the applicant received the decision and that a request for a hearing must include:

(i) The name and address of the applicant;

(ii) The file number of the demolition or relocation application; and

(iii) The specific grounds for which the decision should be reversed or modified, based on the applicable demolition or relocation standards.

2. The posted and published notices described in subsection C above must contain:

a. A brief description of the approval and the application file number;

b. The phone number and address of the Building Official;

c. The date the notice was posted; and

d. A statement that anyone who objects to the approval must file a request for a hearing on a form furnished by the Building Official, by a date not more than 10 days from the date the notice was posted or seven days from the date the notice was published in the newspaper, whichever date is later.

F. If a request for a hearing is timely received, the Demolition Review Committee will conduct a hearing at least fifteen (15) days, but not more than thirty (30) days, from the date of the request.

G. Notice for hearings before the Demolition Review Committee will be published in a daily newspaper of general circulation within the City at least ten (10) days prior to the hearing and mailed to the applicant or authorized agent at least ten (10) days prior to the hearing. In addition, a notice must be posted on the property by the applicant in such a manner as to be clearly visible from a public right-of-way at least ten (10) days prior to the date of the hearing. The applicant must certify, for the record of the hearing, that the posting was accomplished. The posted notice must contain a brief description of the proposal, the time, date and place of the hearing, and the phone number and address for contact with the Building Official.

H. Within fifteen (15) days of the hearing, or within fifteen (15) days of the receipt of the report described in AMC 15.04.216.A.1 is received, whichever date is later, the Demolition Review Committee shall issue its decision in writing and mail it to the applicant and all persons who appeared and spoke at the hearing.

I. The decision of the Demolition Review Committee may be appealed to the City Council by the applicant or someone who spoke at the hearing. In addition, the City Council may review the decision on its own motion. The decision is appealed by filing a notice of appeal with the City Manager. The appeal fee, as set by resolution of the City Council, must accompany the notice of appeal. The appeal must be filed within fifteen (15) days of the date the decision of the committee is mailed. The appeal notice must contain:

1. The appellant's name and address;

2. A reference to the decision sought to be reviewed;

3. A statement that the appellant is the applicant or someone who appeared and testified at the hearing;

4. The date of the decision being appealed; and

5. The specific grounds for which the decision should be reversed or modified, based on the applicable standards.

J. The notice of appeal, together with notice of the date, time and place of the hearing on the appeal by the Council will be mailed to those who appeared at the hearing before the Demolition Review Committee at least twenty (20) days prior to the hearing. The appeal before the Council shall be a de novo hearing based solely on the evidence in the record made before the Demolition Review Board. The applicant shall have the burden to prove the standards have been met. The Council may affirm, reverse or modify the decision and may approve or deny the request, or grant approval with conditions. The City Council shall make findings and conclusions, and make a decision based on the record before it as justification for its action. The City Council shall cause copies of a final order to be sent to all persons participating in the appeal. (Ord. 3192 § 114, amended, 11/17/2020; Ord. 2925, amended, 04/18/2006; Ord. 2858, amended, 06/20/2000; Ord. 2852, added, 01/21/2000)

15.04.216 Demolition and Relocation Standards

A. For demolition or relocation of structures erected more than forty-five (45) years prior to the date of the application:

1. The applicant must demonstrate that either subsection A.1.a or b of this section applies:

a. The structure cannot be rehabilitated or reused on site as part of any economically beneficial use of the property. In determining whether an economically beneficial use can be made of the property, the Demolition Review Committee may require the applicant to:

(i) Furnish an economic feasibility report prepared by an architect, developer, or appraiser, or other person who is experienced in rehabilitation of buildings that addresses the estimated market value of the

property on which the building lies, both before and after demolition or removal; or

(ii) Market the property utilizing a marketing plan approved by the Demolition Review Committee or by advertising the property in the Ashland Daily Tidings or Medford Mail Tribune at least eight times and at regular intervals for at least 90 days and by posting a for sale sign on the property, four to six square feet in size and clearly visible from the street, for the same 90-day period.

b. The structure proposed for demolition is structurally unsound despite efforts by the owner to properly maintain the structure.

2. In addition to subsection A.1.a or b above, the applicant must also:

a. Submit a redevelopment plan for the site that provides for a replacement or rebuilt structure for the structure being demolished or relocated. The replacement or rebuilt structure must be a minimum of 1,000 square feet, unless the structure being demolished or relocated is less than 1,000 square feet. If the structure is less than 1,000 square feet, the replacement structure must be a minimum of 500 square feet. The redevelopment plan must indicate in sufficient detail the nature, appearance and location of all replacement or rebuilt structures. No replacement structure is required, however, if:

(i) The applicant agrees to restrict the property to open space uses and a finding is made that such restriction constitutes a greater benefit to the neighborhood than redevelopment would; or

(ii) The structure being demolished or relocated is a non-habitable accessory structure.

b. Demonstrate, if the application is for a demolition, the structure cannot be practicably relocated to another site.

3. If a permit is issued and the redevelopment plan:

a. Requires a site review permit, no demolition or relocation may occur until the site review permit has been issued, unless the site is restricted to open space uses as provided in subsection A.2 of this section.

b. Does not require a site review permit, no demolition or relocation may occur until the building permit has been issued for the replacement or rebuilt structure, unless the site is restricted to open space uses as provided in subsection A.2 of this section.

4. The Demolition Review Committee may require the applicant to post with the City a bond, or other suitable collateral as determined by the City Manager, ensuring the safe demolition of the structure and the completed performance of the redevelopment plan.

B. For demolition or relocation of structures erected less than forty-five (45) years from the date of the application:

1. The applicant:

a. Has the burden of proving the structure was erected less than forty-five (45) years from the date of the application. Any structure erected less than forty-five (45) years from the date of the application, which replaced a structure demolished or relocated under this section, shall be considered a structure subject to the standards in this section.

b. Must submit a redevelopment plan for the site that provides for a replacement or rebuilt structure being demolished or relocated. The replacement or rebuilt structure must be a minimum of 1,000 square feet, unless the structure being demolished or relocated is less than 1,000 square feet. If the structure is less than 1,000 square feet, the replacement structure must be a minimum of 500 square feet. The redevelopment plan must indicate in sufficient detail the nature, appearance and location of all replacement or rebuilt structures. No replacement structure is required, however, if:

(i) The applicant agrees to restrict the property to open space uses and a finding is made that such restriction constitutes a greater benefit to the neighborhood than redevelopment would; or

(ii) The structure being demolished or relocated is a non-habitable accessory structure.

2. If a permit is issued and the redevelopment plan:

a. Requires a site review permit, no demolition or relocation may occur until the site review permit has been issued, unless the site is restricted to open space uses as provided in this subsection B.

b. Does not require a site review permit, no demolition or relocation may occur until a building permit has been issued for the structure or structures to be replaced or rebuilt, unless the site is restricted to open space uses as provided in this subsection B.

C. For any demolition approved under this section, the applicant is required to salvage or recycle construction and demolition debris, in accordance with a demolition debris diversion plan that complies with the requirements adopted by the Demolition Review Committee. The applicant shall submit such a plan with the application for demolition.

For any relocation approved under this section, the applicant must also comply with the provisions of AMC Chapter 15.08. (Ord. 3192 § 115, amended, 11/17/2020; Ord. 2925, amended, 04/18/2006; Ord. 2891, amended, 11/19/2002; Ord. 2858, amended, 06/20/2000; Ord. 2852, added, 01/21/2000)

15.04.220 Mechanical Specialty Code Fee

For application in this City, the fee schedule for mechanical specialty code fees shall be established by resolution of the City council. (Ord. 3043, amended, 12/21/2010; Ord. 2925, amended, 04/18/2006; Ord. 2896, amended, 06/03/2003)

15.04.240 Certificate of Occupancy

No building for which a permit has been issued shall be occupied nor shall utilities be released until a final inspection has been made and a certificate of occupancy has been issued by the Building Official. Such certificate shall not be issued until all relevant requirements of AMC Title 15 have been met and all requirements of the Planning Commission shall have been completed. However, with respect to requirements of the Planning Commission, which shall include but not be limited to variance, conditional use permits, site plans and planned unit developments, the Building Official may, unless otherwise directed by the Planning Commission or City Council, release a temporary certificate of occupancy and a temporary release of utilities before the installation and completion of such requirements, and provided the owner has posted a

performance bond satisfactory to the City Manager to ensure the installation of said requirements within a specified time, which time must also be satisfactory to the City Manager. (Ord. 3192 § 116, amended, 11/17/2020; Ord. 2925, amended, 04/18/2006; Ord. 1923, amended, 1977)

15.04.250 Notice of Noncompliance and Violation

A. No permit or certificate of any kind shall be issued by the Building Official for a structure or occupancy which would violate any provision of the Ashland Municipal Code.

B. When it is necessary to obtain compliance with this Title, or any violations of provisions administered by the Bureau of Development Services, the Building Official may issue a Stop Work Order requiring that all work, except work directly related to elimination of the violation, be immediately and completely stopped.

1. **If a Stop Work Order is issued, activity subject to the order may not resume until such time as the Building Official gives specific approval in writing. The Stop Work Order will be in writing and will include:**
    a. **The date the order is issued;**
    b. **Permit or registration number, where applicable;**
    c. **Site address, legal description or project location that is subject to the Stop Work Order;**
    d. **A description of violations observed; and**
    e. **The conditions under which the work may resume.**
2. **The Stop Work Order will be posted by the Building Official or designee of the Building Official at a conspicuous location at the site. In addition, a copy of the order will either be personally delivered or sent to the property owner (and any person authorized to act on the owner's behalf, if identified) by regular first-class mail.**
3. **It is unlawful for any person to remove, obscure, mutilate or otherwise damage a Stop Work Order.**
4. **A Stop Work Order is effective upon posting.**

5. **When an emergency condition exists, the Building Official may issue a Stop Work Order orally. The Building Official will then issue a written notice as provided under Section A., above, within one working day.**
6. **The Building Official may issue a Stop Work Order for work commenced without a required permit.**

C. The Building Official may impose a penalty as set forth in AMC 15.04.260 when a Stop Work Order is issued. The Stop Work Order penalty may be assessed daily for each day the violation or condition giving rise to the order continues.

D. Review of Stop Work Order by the Building Official.

1. If a property owner (and any person authorized to act on the owner's behalf) has received a Stop Work Order as described in this Section and the property owner (and any person authorized to act on the owner's behalf) believes the order has been issued in error, the property owner (and any person authorized to act on the owner's behalf) may request that the order be reviewed by the Building Official. The property owner (and any person authorized to act on the owner's behalf) must submit a written request to the Building Official within 15 calendar days of the date of the order. The written request shall be submitted together with all evidence that supports the request. Work subject to a Stop Work Order may not be resumed until approved according to Subsection A. of this Section. Following review, the Building Official will issue a written determination. The Building Officials determination will be served on the property owner (and any person authorized to act on the owner's behalf) by regular mail.

2. A property owner (and any person authorized to act on the owner's behalf) may appeal the Building Officials written determination to the Appeals Board in accordance with AMC 15.04.200.

~~**B.**~~ **E.** Provided written notice and an opportunity to be heard is first given, the Building Official, upon determining that a violation of this chapter exists, shall have authority to file a notice of noncompliance in the Jackson County Records office upon any property which contains a structure or is occupied in violation of this chapter.

~~C.~~ **F.** The notice of noncompliance shall specify the owner of the property as reflected in the Jackson County Records office, the property description, the date and brief description of the violation and the citation to this chapter section.

~~D.~~ **G.** Whenever the violation for which the notice of non-compliance was filed is corrected, the Building Official shall, upon payment of the recording fee for the notice of non-compliance and the recording fee for the notice of correction, immediately file a notice of correction. The notice of correction shall reference the notice of non-compliance and specify that the violation has been corrected. (Ord. 2925, amended, 04/18/2006; Ord. 2685, amended, 1992)

15.04.260 Violation Administration Penalty

A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the City or cause the same to be done contrary to or in violation of any of the provisions of this title.

B. The Building Official, and his/her designee is specifically authorized to impose a civil penalty for any violation of the Building Code, including an order of the Building Official to remedy such violation. The civil penalty shall be served in a "Notice and Order Imposing the Civil Penalty" for the violation. The Notice shall:

1. Describe the alleged violation, including any relevant code provision numbers, ordinance numbers or other identified references; and
2. State that the City of Ashland intends to assess a civil penalty for the violation and states the amount of the civil penalty; and
3. State that the party may challenge the civil penalty by filing a notice of appeal to the Building Board of Appeals within 15 days of service of the Notice as provided in AMC Chapter 15.

C. The civil penalty may not exceed the maximum civil penalty amount authorized for an equivalent specialty code violation under ORS 455.895 subject to the limitations in the Ashland City Charter. Any person, firm or corporation violating any of the provisions of this title shall be deemed guilty of an offense and each such person shall be deemed guilty of separate offense on each and every day or portion thereof during which any violation of any of the provisions of this ordinance is committed, continue or permitted and upon conviction of any such violation. The

civil penalties provided herein are in addition to and not in lieu of any other remedy for enforcement available to the City including but not limited to increased permit or investigative fees, injunctive relief or any other remedy.

D. Unpaid Penalties

1. Failure to pay an administrative penalty imposed pursuant to this code within thirty (30) days after the penalty becomes final shall constitute a Class I violation of this code.

2. If an administrative civil penalty is imposed on a responsible person because of a violation of any provision of this code resulting from prohibited use or activity on real property, and the penalty remains unpaid 30 days after such penalty become final, the building official shall assess against the property the full amount of the unpaid fine and shall enter such an assessment as a lien in the docket of City liens.

3. In addition, failure to pay an administrative civil penalty imposed pursuant to this code shall be grounds for withholding issuance of requested permits or licenses, issuance of a stop work order, as well as revocation or suspension of any issued permits or certificates of occupancy. (Ord. 3043, amended, 12/21/2010; Ord. 3003, added, 02/18/2010)

SECTION 2. Ashland Municipal Code Title 15.10 Flood Damage Prevention Regulations is hereby amended as follows:

15.10.010 Purpose

The purpose of this section is to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health;

B. Minimize expenditure of public money on costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;

F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;

G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and

H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions. (Ord. 2925, amended, 04/18/2006)

I. Participate in and maintain eligibility for flood insurance and disaster relief.

15.10.020 Statutory Authority

The Legislature of the State of Oregon has in Oregon Revised Statutes, Chapter 197, delegated the responsibility to local governments to adopt comprehensive plans and land use regulations designed to promote the public health, safety, and general welfare of its citizenry. (Ord. 2925, amended, 04/18/2006)

15.10.030 Findings of Fact

A. The flood hazard areas of Ashland are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruptions of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood-proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss. (Ord. 2925, amended, 04/18/2006)

15.10.040 Methods of Reducing Flood Losses

In order to accomplish its purpose, this section includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural flood plains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards outside of identified flood hazard areas.

F. Coordinating and supplementing the provisions of the state building code with local land use and development ordinances. (Ord. 3046, amended, 03/15/2011; Ord. 2925, amended, 04/18/2006)

15.10.050 Definitions

Unless specifically defined below or elsewhere in this Code, words or phrases used in this Chapter shall be interpreted as to give them the meaning they have in common usage and to give this Chapter it's most reasonable application.

A. Appeal means a request for a review of the Building Official's interpretation of any provision of this Section or a request for a variance.

B. Area of Shallow Flooding means a designated AO or AH zone on the Flood Insurance Rate Map~~. The base flood depths range from one (1) to three (3) feet~~ **with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet**; clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding.

C. Area of Special Flood Hazard means the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. Designation on maps always includes the letters A or V. **Special flood hazard area is synonymous in meaning and definition with the phrase "area of special flood hazard".**

D. Base Flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the "100-year flood." Designation on flood maps always includes the letters A or V.

E. Base flood elevation (BFE) means the elevation to which floodwater is anticipated to rise during the base flood.

~~E.~~ **F.** Basement, for the purposes of this chapter, means the portion of a structure with its floor sub-grade (below ground level) on all sides, or the definition provided in Section 18.08.078 of the Ashland Municipal Land Use code, whichever is more restrictive.

~~F.~~ **G.** Below-Grade Crawl Space means an enclosed area below the base flood elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, does not exceed 4 feet at any point.

~~G.~~ **H.** Building Code means the combined specialty codes adopted under ORS 446.062, 446.185, 447.020(2), 455.020(2), 455.610, 455.680, 460.085, 460.360, 479.730(1) or 480.545, but not include regulations adopted by the State Fire Marshal pursuant to ORS chapter 476 or ORS 479.015 to 479.200 and 479.210 to 479.220.

~~H.~~ **I.** Critical Facility means a facility for which even a slight chance of flooding might be too great. Critical facilities include but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

~~I.~~ **J.** Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.

K. Enclosure means enclosed walled in areas below the lowest floor of an elevated building. Enclosures below the Base Flood Elevation (BFE) may only be used for building access, vehicle parking, and storage. Enclosed areas below the lowest floor must be adequately anchored, built using flood resistant building material, and any utilities or service facilities must be designed and/or located to prevent flood damage.

~~J.~~ **L.** Flood or Flooding means:

1. a general and temporary condition of partial or complete inundation of normally dry land areas from:

~~1.~~ **a.** The overflow of inland or tidal waters; and/or

~~2.~~ **b.** The unusual and rapid accumulation of runoff of surface waters from any source.

c. Mudslides (i.e., mudflows) which are approximately caused by flooding as defined in (1)(b) of this definition and are akin to a river of liquid

and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

M. Flood elevation study, also known as Flood Insurance Study, See "Flood Insurance Study".

~~K.~~ **N.** Flood Insurance Rate Map (FIRM) means the official map of a community issued by the Federal Insurance Administration delineating the areas of special flood hazards and/or the risk premium zones applicable to the community**. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).**

~~L.~~ O. Flood Insurance Study (FIS) means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary - Flood way Map, and the water surface elevation of the base flood. **An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.**

P. Flood proofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

~~M.~~ **Q.** ~~**Flood-way**~~ **Floodway, also referred to as Regulatory Floodway** means that channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

R. Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo

or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

S. Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

T. Historic structure is any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior; or

b. Directly by the Secretary of the Interior in states without approved programs.

~~O.~~ **U.** Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found in Section 15.10.080.B.1.b.

V. Manufactured Dwelling is synonymous with "manufactured home" and does not include a "recreational vehicle."

W. Manufactured dwelling park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

~~P.~~ **X.** Manufactured Home means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation

when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

~~Q.~~ **Y.** Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Z. Mean sea level for purposes of the National Flood Insurance Program means the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

~~R.~~ **AA.** New Construction means structures for which the "start of construction" commenced on or after the effective date of this Ordinance and includes new mobile home parks and mobile home subdivisions.

~~S~~. **BB.** Recreational Vehicle, as it pertains to the provisions of this chapter, means a vehicle which is:

~~a.~~ **1.** Built on a single chassis;

~~b.~~ **2.** 400 square feet or less when measured at the largest horizontal projection;

~~c.~~ **3.** Designed to be self-propelled or permanently towable by a light duty truck; and

~~d.~~ **4.** Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

CC. Special flood hazard area: See "Area of special flood hazard" for this definition.

~~T.~~**DD.** Start of Construction ~~includes substantial improvement and~~ means the date the building permit was issued provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a permanent basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory erection or temporary forms; nor

does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. **For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.**

~~U.~~ **EE.** Structures as it pertains to the provisions of this Chapter is a walled and roofed building, including a gas or liquid storage tank that is principally above ground**, as well as a manufactured dwelling.**

~~V.~~ **FF.** Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

~~W.~~ **GG.** Substantial Improvement means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred.

For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term ~~DOES NOT~~ **does not**, however, include either:

a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or

b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places, **provided that the alteration will not preclude the structure's continued designation as a "historic structure."**

~~X.~~ **HH.** Variance means a grant of relief from the requirements of this Chapter which permits construction in a manner that would otherwise be prohibited by this Chapter. (Ord. 3046, amended, 03/15/2011; Ord. 2925, amended, 04/18/2006)

II. Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other

development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

15.10.060 General Provisions

A. *Lands to which this Chapter Applies.* This Chapter shall apply to all areas of special flood hazards within the jurisdiction of the City of Ashland, Oregon.

B. *Basis for Establishing the Areas of Special Flood Hazard.* The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Jackson County, Oregon and Incorporated Areas", dated May 3rd 2011, **updated April 5, 2017, and the Ashland Modified Floodplain Map, adopted June 6, 1989 with** accompanying Flood Insurance Rate Maps is hereby adopted by reference and declared to be a part of this Ordinance. The Flood Insurance Study and accompanying maps (as updated) are on file at City Hall, Ashland, Oregon.

C. *Compliance.* No structure on land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Ordinance and other applicable regulations.

D. Coordination with State of Oregon Specialty Codes. Pursuant to the requirement established in ORS 455 that the City of Ashland administers and enforces the State of Oregon Specialty Codes, the City of Ashland does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this ordinance is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

~~D.~~ **E.** *Abrogation and Greater Restrictions.* This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance and another Ordinance, state building code, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

~~E.~~ **F.** *Interpretation.* In the interpretation and application of this Chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit or repeal any other powers granted under state statutes and rules including the state building code.

~~F.~~ **G.** *Warning and Disclaimer of Liability.* The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This section does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder. (Ord. 3046, amended, 03/15/2011; Ord. 2925, amended, 04/18/2006)

15.10.070 Administration

A. Establishment of Development Permit. A **floodplain** development permit shall be obtained before construction or development begins within any area **horizontally within the** ~~of~~ special flood hazard established in Section 15.10.060.B. The permit shall be for all structures including manufactured ~~homes~~ **dwellings**, as set forth in the Definitions, and for all other development including fill and other activities, also set forth in Definitions. Application for a development permit shall be made on forms furnished by the ~~**Building Official**~~ **Floodplain Administrator or their designee** and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all **new and substantially improved** structures;
2. Elevation in relation to mean sea level to which any structure has been flood-proofed;
3. Certification by a registered professional engineer or architect that the flood-proofing methods for any nonresidential structure meet the flood-proofing criteria in Section 15.10.090.B.2;
4. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

5. Base Flood Elevation data for subdivision proposals or other development when required per sections 15.10.070.C. and 15.10.080.A.5.

6. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.

7. The amount and location of any fill or excavation activities proposed.

B. *Designation of the ~~Building Official~~* ***Floodplain Administrator***. ~~The Building Official~~ **The Floodplain Administrator or their designee** is hereby appointed to administer and implement this Chapter by granting or denying development permit applications in accordance with its provisions.

C. *Duties and Responsibilities of the ~~Building Official~~* ~~The Building Official~~ **The Floodplain Administrator or their designee**. Duties and responsibilities of the ~~Building Official~~ ~~The Building Official~~ **The Floodplain Administrator or their designee** shall include, but not be limited to:

1. *Permit Review.*

a. Review all development permits to determine that the permit requirements of this Section have been satisfied.

b. Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.

c. Review all development permits to determine if the proposed development is located in the flood way. If located in the flood way, assure that the encroachment provisions of Section 15.10.080.C.1 are met.

d. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of section 15.10.070.C.2.; and

e. Review submittals for the Base Flood Elevation (BFE) plus 2 feet applicable to any building requiring a development permit.

f. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in section 15.10.050.

g. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in section 15.10.070.C.4.

h. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

2. *Use of Other Base Flood Data.* When base flood elevation data has not been provided in accordance with Section 15.10.060.B, "Basis for Establishing the Areas of Special Flood Hazard", ~~**The Building Official**~~ **The Floodplain Administrator or their designee** shall obtain, review, and reasonably utilize any base flood elevation and flood-way data available from a federal, state or other source, in order to administer Sections 15.10.080.B.1 "Specific Standards: Residential Construction", 15.10.080.B.2 "Specific Standards: Nonresidential Construction, and 15.10.080.C "Flood-ways".

3. Information to be Obtained and Maintained.

a. Where base flood elevation data is provided through the Flood Insurance Study or required as in Section 15.10.070.C.2, obtain and record the actual elevation (in relation to mean sea level) of the lowest habitable floor (including basement and below grade crawlspaces) **and all attendant utilities** of all new or substantially improved structures, and whether or not the structure contains a basement**. Basements are not allowed in new construction.**

b. For all new 6r substantially improved flood-proofed structures:

(i) Verify and record the actual elevation (in relation to mean sea level); and

(ii) Maintain the flood proofing certifications required in Section 15.10.070.A.3.

c. Maintain for public inspection all records pertaining to the provisions of this Section.

d. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of

construction and the placement of any fill and ensure that all requirements are adhered to.

e. Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.

f. Provide to the Floodplain Administrator or their designee the Base Flood Elevation (BFE) applicable to any building requiring a development permit.

g. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this ordinance and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with section 15.10.070.C.2.

h. Maintain all floodproofing certificates required under this ordinance;

i. Record and maintain all variance actions, including justification for their issuance;

j. Obtain and maintain all hydrologic and hydraulic analyses performed as required under section 15.10.080.C.

k. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under section 15.10.050.FF.

4. Alteration of Watercourses.

   a. Notify adjacent communities and the Department of Land Conservation and Development and other appropriate state and federal agencies prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. **This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:**

i. **A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or**

ii. **Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.**

b. ~~Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~ **The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under this chapter. Ensure compliance with all applicable requirements.**

5. Interpretation of FIRM Boundaries. Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 15.10.090. (Ord. 3046, amended, 03/15/2011; Ord. 2925, amended, 04/18/2006)

6. Community Boundary Alterations. The Floodplain Administrator or their designee shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

7. Submit New Technical Data. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the

changes by submitting technical or scientific data in accordance with Title 44 of the Code of Federal Regulations (CFR), Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process. The Floodplain Administrator or their designee shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

a. Proposed floodway encroachments that increase the base flood elevation; and

b. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

8. Substantial Improvement and Substantial Damage Assessments and Determinations. Conduct Substantial Improvement (SI) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with this chapter Conduct Substantial Damage (SD) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

15.10.080 Provisions for Flood Hazard Protection

A. General Standards. **These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section 15.10.070 of this ordinance.** In all areas of flood hazards the following standards are required:

1. Anchoring.

a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure;

b. All manufactured homes must likewise be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to; use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook).

2. Construction Materials and Methods.

a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

~~**c. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.**~~

3. Utilities.

a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and

c. On-site waste disposal systems shall be located to avoid impairment to them or contamination during flooding.

4. Equipment.

Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be:

a. Elevated to at least two (2) feet above the base flood elevation; or

b. Designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads

and stresses, including the effects of buoyancy, during conditions of flooding.

c. If replaced as part of a substantial improvement shall meet all the requirements of this section.

~~4.~~ **5.** Subdivision Proposals.

a. All subdivision proposals shall be consistent with the need to minimize flood damage;

b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and

d. Where base flood elevation data has not been provided or is not available from another authoritative source it shall be generated for subdivision proposals and other proposed development which contain at least fifty (50) lots or five (5) acres, whichever is less.

~~5.~~ **6.** Review of Building Permit.

a. Where elevation data is not available, either through the Flood Insurance Study or from another authoritative source (Section 15.10.070.C) applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate the lowest floor at least two (2) feet above grade in these zones may result in higher insurance rates.

b. To determine the flood base elevation, the applicant's Oregon registered engineer or land surveyor shall investigate all available sources of information, such as historic flooding profiles, high water marks, photographs of past flooding, soil characteristics, or any other feasible methods. A report shall be submitted to the City by the applicant, setting forth said elevation and citing the evidence upon which the estimate is made. Said report may be accepted or rejected by the City.

The Oregon registered engineer or surveyor shall place a permanent elevation marker on the property.

c. When Base Flood Elevation data has not been provided in accordance with section 15.10.060.B. the local floodplain administrator or their designee shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer this chapter. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of section 15.10.080.A.5.

d. Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any 'A' zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered 'A' Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding where available.

e. When no base flood elevation data is available, the elevation requirement for development proposals within a riverine unnumbered 'A' zone is a minimum of two (2) feet above the highest adjacent grade, to be reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

B. Specific Standards. In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 15.10.060.B, "Basis for Establishing the Areas of Special Flood Hazard", or Section 15.10.070.C.2, "Use of Other Base Flood Data", **in addition to the general standards listed in 15.10.070.** the following provisions are required:

1. Residential Construction.

a. **Any new** construction**, conversion of existing structures,** and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to at least two (2) feet ~~or~~ above **the** base flood elevation. Prior to the issuance of a certificate of occupancy by the City, the property owner shall

furnish certification by a registered engineer or surveyor of the actual elevation of the lowest habitable floor, including a basement.

b. ~~**Fully enclosed areas below the lowest floor**~~ **Enclosures** that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood sources on exterior walls by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

(i) A minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding**, where the enclosed area is measured on the exterior of the enclosure walls.**

(ii) The bottom of all openings shall be no higher than one (1) foot above grade.

(iii) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of flood-waters~~.~~**, into and out of the enclosed areas and shall be accounted for in the determination of the net open area.**

(iv) All additional standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

2. Nonresidential Construction. **Any new** construction**, conversion of existing structures,** and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to the level of the base flood elevation; or together with attendant utility and sanitary facilities; shall:

a. Be flood-proofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

c. Be certified by an Oregon registered professional engineer or architect that the designs and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this subsection based on their development review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 15.10.070.C.3.b.

d. Nonresidential structures that are elevated, not flood-proofed, must meet the same standards for space below the lowest floor as described in 15.10.080.B.1.b.

e. Applicants flood-proofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the flood proofed level (e.g., a building constructed to the base flood level will be rated as one (1) foot below that level).

3. Manufactured ~~**Homes**~~ **Dwellings**. All manufactured ~~homes~~ **dwellings** to be placed or substantially improved within Zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured ~~home~~ **dwelling** is at least two (2) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 15.10.080.A.1. and

a. Manufactured dwellings to be placed (new or replacement) or substantially improved that are supported on solid foundation walls shall be constructed with flood openings that comply with section 15.10.080.B.1.b.;

b. The bottom of the longitudinal chassis frame beam shall be at or above 2 feet above Base Flood Elevation;

c. Manufactured dwellings to be placed (new or replacement) or substantially improved shall be anchored to prevent flotation, collapse, and lateral movement during the base flood in accordance with the provisions of Section 15.10.080.A.1.

d. Electrical crossover connections shall be at or above 2 feet above Base Flood Elevation (BFE).

4. Recreational vehicles placed on sites are required to either:

a. Be on the site for fewer than 180 consecutive days,

b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions: or

c. Meet the requirements of Section 15.10.080 the elevation and anchoring requirements for manufactured ~~homes~~ **dwellings**.

5. Critical Facility. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood proofing and sealing Measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

6. Below-grade Crawl Spaces. Below-grade crawl spaces area allowed provided they conform to the guidelines in FEMA Technical Bulletin 11-01, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas.

7. Tanks. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood. Above-ground tanks shall be installed an elevated to at least two (2) feet above the base flood elevation; or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

8. Accessory Structures. Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (non-coastal) flood zones may be granted for accessory structures including but not limited to sheds, garages, barns, pool houses, and art studios that meet the following requirements:

a. Accessory structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in section 15.10.080.C.

b. Accessory structures must only be used for parking, access, and/or storage and shall not be used for human habitation;

c. Accessory structures are limited to one-story structures less than 600 square feet.

d. The portions of the accessory structure located below the Base Flood Elevation must be built using flood resistant materials;

e. The accessory structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

f. The accessory structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section 15.10.080.B.1.b.;

g. Accessory structures shall be located and constructed to have low damage potential;

h. Accessory structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed incompliance with section 15.10.080.B.7.

i. Accessory structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

C. ~~**Flood-ways**~~ **Floodways**. Located within areas of special flood hazard established in Section 15.10.060.B are areas designated as flood-ways. Since the ~~**flood-way**~~ **floodway** is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless:

a. Certification by a registered professional **civil** engineer ~~**or architect**~~ is provided demonstrating ~~**that encroachments shall not result in any increase in**~~

~~flood levels during the occurrence of the base flood discharge~~. **through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations may be permitted, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.**

2. If Section 15.10.080.C.1 above is satisfied, all new construction, and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 15.10.080, "Provisions for Flood Hazard Protection". (Ord. 3046, amended, 03/15/2011; Ord. 2925, amended, 04/18/2006)

D. Structures Located in Multiple or Partial Flood Zones. In coordination with the State of Oregon Specialty Codes:

1. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.

2. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

15.10.090 Variances and Appeals

A. Appeals shall be granted consistent with the standards of Section 1910.6 of the Rules and Regulations of the National Flood Insurance Program.

B. The Board of Appeals established by Section 15.04.200 of this Chapter shall hear variances and appeals from the final decisions of the ~~**Building Official**~~ **Floodplain Administrator or their designee**.

C. In passing upon applications for appeal or variance, the Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other parts of this Code; and

1. The danger that materials may be swept onto other lands to the injury or loss of others;

2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

4. The importance of the services provided by the proposed facility to the community;

5. The necessity to the facility of a waterfront location where applicable:

6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

7. The compatibility of the proposed use with existing and anticipated development;

8. The consistency of the proposed use with the policies of the Comprehensive Plan and floodplain management program for that area;

9. The safety of access to the property in times of flood for ordinary and emergency vehicles;

10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and effects of channel movement, if applicable, expected at the site; and

11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

D. Upon consideration of the factors of and the purpose of the Chapter, the Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Chapter.

E. **The ~~Building Official~~ Floodplain Administrator or their designee** shall maintain the records of all appeal actions **and variances** and report any variances to the Federal Insurance Administration upon approval.

F. Conditions for Variances:

1. The issuance of a variance is for floodplain management purposes only. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections 15.10.090.F.2 and 15.10.090.F.5. and

15.10.090.F.5. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.

~~1.~~ **2.** Variances shall not be issued within any designated flood-way if any increase in flood levels during the base flood discharge would result.

~~2.~~ **3.** Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

~~3.~~ **4.** Variances shall only be issued upon:

a. A showing of good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship for the applicant; and,

c. A determination that granting the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or Ordinances.

5. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section 15.10.090.F. (2) – (4) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

~~4.~~ **6.** Any applicant to whom a variance is granted shall be given written notice that the cost of flood insurance will be commensurate with any increased risk that may result from development for which the variance is issued. (Ord. 3046, amended, 03/15/2011; Ord. 2925, amended, 04/18/2006)

15.10.100 Penalties

In addition to those remedies otherwise provided under Section 1.08.020 of the Ashland Municipal Code, any person who violates any provision of this Chapter is subject to and is subject to Section 15.04.260 of the Ashland Municipal Code. (Ord. 3046, amended, 03/15/2011; Ord. 2925, amended, 04/18/2006)

SECTION 3. Ashland Municipal Code Title 15.16 Plumbing Code is hereby amended as follows:

15.16.010 State law adopted

Oregon Revised Statutes ~~**447.010, 447.020, 447.030, 447.033, 447.035, 447.040, 447.050, 447.060, 447.110, 447.120, 447.130 and 447.140 and Articles I to XIII, inclusive, of Regulations**~~ **447.010 to 447.156 and 447.992** Governing Plumbing and Water Supply and Distribution, adopted by the State Board of Health and on file with the Secretary of State, are adopted by reference in this code. All acts declared unlawful by the sections of Oregon Revised Statutes and by the regulations of the State Board of Health enumerated in this section shall be considered offenses against the City when committed within its boundaries. If a provision of the incorporated statutes or regulations conflicts with a specific provision of this chapter, then the provisions containing the most restrictive requirement shall prevail. (Ord. 2925, amended, 04/18/2006; Ord. 1376 § 1, amended, 1965)

15.16.240 Permits and Fees

A person must obtain a permit from the City as required by State Law. For application in this City, the plumbing specialty code fees shall be established by resolution of the City council. (Ord. 3043, amended, 12/21/2010; Ord. 2925, amended, 04/18/2006; Ord. 2896, amended, 06/03/2003)

15.16.340 Penalty

In addition to those remedies otherwise provided under Section 1.08.020 of the Ashland Municipal Code, any person who violates any provision of this Chapter is subject to and is subject to Section 15.04.260 of the Ashland Municipal Code. (Ord. 3137, amended, 2017; Ord. 2925, amended, 04/18/2006; Ord. 2382 § 17, amended, 1986; Ord. 1810 (part), amended, 1974; Ord. 1376 § 31, amended, 1965)

15.16.350 Liability

Any person violating any of the provisions of this chapter is, in addition to the penalties described in Section 15.16.340, liable to the City for any expense, loss or damage occasioned the

City by reason of such violation. (Ord. 2925, amended, 04/18/2006; Ord. 1376 § 32, amended, 1965)

SECTION 4. Ashland Municipal Code Title 15.20 Electrical Code is hereby amended as follows:

15.20.010 Purpose

The purpose of this chapter is to establish a municipal electrical program by the City of Ashland for the administration and enforcement of the State of Oregon Electrical Specialty Code. Pursuant to ORS 479.855, such administration and enforcement may be delegated by the State to the City provided certain minimum standards are met. (Ord. 2925, amended, 04/18/2006)

15.20.020 Code Adoption

The Oregon Electrical Specialty Code, ~~as defined~~ **specified** in Oregon Administrative Rule ~~918-290-010~~ **918, Division 305** is adopted as a part of this chapter and further referred to in this chapter as ~~"the electrical code."~~ **The Electrical Specialty Code.** (Ord. 3043, amended, 12/21/2010; Ord. 2925, amended, 04/18/2006)

15.20.030 Powers and Duties of Building Official

The Building Official is authorized and directed to enforce all the provisions of the electrical code. (Ord. 2925, amended, 04/18/2006)

15.20.040 Fee Schedule

The fee schedule for electrical shall be established by resolution of the City council as the fee schedule for the City in the administration of the electrical code. (Ord. 2925, amended, 04/18/2006; Ord. 2896, amended, 06/03/2003)

15.20.050 Permit format

The permit format established in OAR ~~918-260-031~~ **918-309-0010** is adopted as the permit format for the City is the administration of the electrical code. (Ord. 2925, amended, 04/18/2006)

15.20.060 Electrical permits generally

Permits shall be issued in compliance with ORS 479.560 and OAR ~~**918-301-060**~~ **Chapter 918 Division 309**. (Ord. 2925, amended, 04/18/2006)

15.20.080 Inspections Required

Inspections shall be called for and made as provided in the electric code and OAR ~~**918-302-010 to 918-302-040**~~ **Chapter 918 Division 271**. The general contractor will notify the Building Official when ready for inspections as listed on the inspection card. Inspections will be made within 48 hours after notification, Saturdays, Sundays and Holidays excepted. (Ord. 2925, amended, 04/18/2006)

15.20.090 Penalty

In addition to those remedies otherwise provided under Section 1.08.020 of the Ashland Municipal Code, any person who violates any provision of this Chapter is subject to and is subject to Section 15.04.260 of the Ashland Municipal Code. (Ord. 3043, amended, 12/21/2010; Ord. 2925, amended, 04/18/2006; Ord. 3137, amended, 2017)

SECTION 5. Ashland Municipal Code Title 15.36 Numbering of Buildings is hereby amended as follows:

15.36.010 Numbering – Required – Generally

All entrances from the public streets of the City to buildings shall be numbered as provided in this chapter. Numbers and letters shall meet all applicable ~~**signage**~~ **premise identification** requirements of ~~**Chapter 31 of the Oregon Structural Specialty Code**~~ **Section 505 of the Oregon Fire Code**. (Ord. 2925, amended, 04/18/2006; Ord. 2712 § 9, amended, 1993; Ord. 331 § 1, amended, 1907)

15.36.020 Numbering – Placement

A. In all cases where a building is located on or back of the property line of the street on which the building fronts, the numbers may be placed either at the side of the main entrance of said buildings, over said main entrance, upon the porch or piazza, or said numbers may be placed

over or at the side of the gateway of said property, or upon any steps or other structure near and back of the property line thereof, in such a manner that the same may be plainly seen from the street in front of said property.

B. Whenever houses are located back of the property line, said numbers shall be placed and maintained in such a manner that the same will not be hidden from view from the street by any trees, bushes, shrubs or other obstructions. (Ord. 2925, amended, 04/18/2006; Ord. 331 § 2, amended, 1907)

C. Where required by the Fire Code Official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

15.36.030 Frontage allowed

A. Twelve and one-half (12 ½) feet frontage of all lots shall be allowed for each number only on such streets where so specified. The City Recorder shall assign the numbers on either side of the street as designated on the official map of the City, the consecutive even and uneven numbers being opposite each other as far as practicable and shall furnish information on application of the number controlled by each lot.

B. Said numbers shall be at least ~~**two (2) inches in height and of corresponding width**~~ **4 inches high with a minimum stroke width of ½ inch.** (Ord. 2925, amended, 04/18/2006; Ord. 331 § 3, amended, 1907)

15.36.040 Numbering – Required – Time Limit

All owners, agents, occupants, lessees, tenants and subtenants of buildings which may hereafter be erected, who have not provided such buildings with the proper numbers on or before fifteen (15) days after the completion of said buildings shall be subject to notification to do so in writing, at anytime, by the City Engineer and if, within fifteen (15) days from the date of said notice, they neglect or refuse to do so, they are guilty of a misdemeanor and, upon conviction thereof are punishable as prescribed in section 1.08.010 (Ord. 2925, amended, 04/18/2006; Ord. 1810 (part), amended, 1974; Ord. 331 § 4, amended, 1907)

SECTION 6. 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 7. 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 3-6) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2024, and duly PASSED and ADOPTED this _____day of_____, 2024.

PASSED by the City Council this _____ day of _____, 2024.

ATTEST:

_____

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____

Tonya Graham, Mayor

Reviewed as to form:

_____

Douglas M. McGeary, Acting City Attorney

ORDINANCE NO. 3239

AN ORDINANCE TO AMEND SECTION 2.22.101, "ESTABLISHED MEMBERSHIP" OF THE BUILDING BOARD OF APPEALS, CHAPTER 2.22.

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

SECTION 1. Ashland Municipal Code Title 2.22 Building Board of Appeals subsection 2.22.101, "Established Membership" is hereby amended as follows:

There is established a Building Board of Appeals consisting of ~~**six (6)**~~ **five** voting members, including one planning commission member, who are qualified by experience and training to pass upon matters pertaining to building related activities and the demolition and relocation of buildings. Qualified experience and training includes but is not limited to the following: general contractor, engineer, architect, electrician, plumber, heating and air conditioning, sign installation or building construction. **The Building Official (as designated in 15.04.030) shall have the authority to waive some of the stated qualification requirements for members of the Building Board of Appeals when, in the Building Official's professional opinion, the individual has adequate knowledge and experience to fill the seat as a board member for a specific profession or discipline.**

~~**In addition, at**~~ **At** least one member shall also have experience, knowledge or an interest in demolition-debris recycling. The Building Official shall be an ex officio nonvoting member and shall act as Secretary of the Board, except that the Building Official shall not serve as an ex-officio member for appeals of Administrative Penalties. (Ord. 3003, added, 02/18/2010).

SECTION 2. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first ready by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2024, and duly PASSED and ADOPTED this _____day of_____, 2024.

PASSED by the City Council this _____ day of _____, 2024.

ATTEST:

_____

Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2024.

_____

Tonya Graham, Mayor

Reviewed as to form:

_____

Douglas M. McGeary, Acting City Attorney

Council Business Meeting

Date: June 18, 2024

Agenda Item	City Manager Performance Review
From	
Contact	

SUMMARY

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

REFERENCES & ATTACHMENTS

None

Council Business Meeting

Date: June 18, 2024

Agenda Item	SERJAC Report and Recommendation
From	Ann Seltzer, Management Analyst
Contact	ann.seltzer@ashland.or.us

SUMMARY

The Social Equity and Racial Justice Advisory Committee presents recommendations to the City Council on two specific issues: The first relates to the DEI Assessment Next Steps and the second relates to the Mayor's request of SERJAC to research the History of Racism in Ashland.

POLICIES, PLANS & GOALS SUPPORTED

The Social Equity and Racial Justice Committee is an advisory committee to the City Council as designated by Resolution 2023-6 which states that committees are to advise and to provide recommendations to the City Council for consideration.

BACKGROUND AND ADDITIONAL INFORMATION

At the study session on April 1, 2024, the City Council and the APRC heard the final report of the DEI Assessment from Paradigm Consultants and the proposed Next Steps from the Interim City Manager. In June 2023, Mayor Graham attended the SERJAC monthly meeting and invited SERJ to provide input on the DEI Assessment final report.

At the June 2023 SERJAC monthly meeting, Mayor Graham requested the group undertake a research project to determine the history of racism in Ashland. Attached is the final document approved by SERJAC with a recommendation that further research be conducted by examining historical city documents.

FISCAL IMPACTS

Unknown

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

1)The Social Equity and Racial Justice Advisory Committee respectfully recommends the City Council ask that religious tolerance be added to the list of employee trainings identified in Next Steps and recommends both the Interim City Manager and the HR Director provide an update on the implementation of Next Steps to the City Council in October of 2024. SERJAC also intend to invite the Human Resource Director to speak to the committee on the progress of Next Steps.

2)The Social Equity and Racial Justice Advisory Committee respectfully submits its final report on the history of racism in Ashland and requests the City Council undertake a systemic investigation of the organization's historical documents including AMC, ordinances, minutes policies etc. to include all aspects of historical marginalization including religions, race/ethnicity age, class immigrant stats, disability, gender and sexuality This level of research is beyond the capacity of the members of SERJAC and the committee recommends the City engage a professional to conduct the research. Staff recommends appropriating funds in the next biennium to hire a consultant to do this research.

Consequences if no action is taken or if action is deferred to a later date.
Neither recommendation is time-sensitive.

REFERENCES & ATTACHMENTS

1. Attachment 1 SERJAC May 9 2024 minutes
2. Attachment 2 SERJ Final Report with Cover Letter

Social Equity and Racial Justice Committee
Minutes

May 9, 2024 5:00-6:45 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please email ann.seltzer@ashland.or.us . Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

Remote Meeting via Zoom
Note: This meeting will be recorded and uploaded to the website to accompany the minutes.

1. Call to Order
The meeting was called to order at 5:00m p.m.

2.Approval of Minutes
Motion: Yamaguchi motioned the minutes of March 7 be approved; it was seconded by Mendel. Motion passed unanimously.

3. June Meeting
Simon announced that Anyania Muse will attend the June SERJ meeting on June 6.

4. Dei Assessment background and summary of final report
Simon provided the background of how the DEI Assessment came about. Initially SERJ requested the City hire a DEI Manager. The City Manager decided to have a DEI Assessment performed to determine the internal needs or the organization and, based on the results of the assessment, then determine if the City needed a DEI Manager. The City Council allotted $40,000 for the project.

An RFP (request for proposal) was posted inviting companies/consultants to conduct the assessment. Paradigm Consultants was hired to conduct the work which began in the fall of 2023.

The findings were presented to the City Council at the study session on April 1, 2024. The finding included 25 recommendations. Two groups of employees, women and gender/sexual minorities were identified as having expressed concern of being targets of microaggressions and concerns about equity, inclusivity and accessibility were raised.

The city is committed to insuring that DEIA becomes a part of the internal culture and identified the following:

Next Steps:

The City Manager recommended a series of organizational trainings with a focus on diversity, equity, inclusion and accessibility including: a review of annual performance process, employee training on anti-harassment, implicit bias, succession planning, and micro aggression and forming a DEIA employee committee.

The list of next steps did not include training for religious tolerance.

Motion: Simon made a motion asking the City to include religious tolerance training in the list of employee training and that the HR Director and the interim City Manager report on the progress of the identified next steps at a City Council meeting in October of 2024. Mendel seconded the motion; the motion passed unanimously.

5. Social Gathering
Yamaguchi reminded the group of the SERJ social gathering at SOU on Wednesday, May 15 at 5:30 p.m. at the Hawk Dining Center at 435 Whitman.

6. Co-chair Announcement
Yamaguchi announced she would be leaving SERJ after the June SERJ meeting.

7. Personnel Changes
Seltzer announced she would retire from the City in June. Kerrick Gooden will replace Seltzer as the staff liaison.

8. Ashland Voices
Yamaguchi announced that progress has been made with the project Ashland Voices. SORCE (southern Oregon research center) has identified and compiled a list of businesses in Ashland owned by marginalized groups. These businesses will be contacted and invited to be in a video which will eventually be available on the city's website.

9. Listening Circles
Tyler and Mendel provided an update on Listening Circles sub-committee. Members of the subcommittee have met with many underrepresented groups in Ashland and is partway through the identified list of groups. The subcommittee members attend these gatherings to listen and learn from these groups. When the listening circles are launched the focus will be on the issues the groups have raised.

SERJ needs to determine the desired outcomes of Listening Circles and what will be done with the outcomes. It was suggested that the subcommittee focus on identifying the desired outcomes and what will be done with the information learned from the Listening Circles.

10. Cover Letter for History of Racism in Ashland report
Houston reviewed the draft cover letter she wrote for the History of Racism in Ashland. The cover letter deepens some of the issues that were previously identified in the report.

Motion: Simon made a motion to forward the cover letter and the History of Racism in Ashland to the City Council with the recommendation to hire a professional to undertake a systemic and thorough investigation of the organizational historical documents to include all aspects of historical marginalization including religions, race/ethnicity, age, class immigrant status, disability, gender, and sexuality. Mendle seconded that motion. Motion passed unanimously.

11. Simon did not have an update on the Labor Acknowledgement Subcommittee.

12. Hate Speech
Mendel noted that they found examples of Hate Speech Flyers that SERJ may want to use. In addition, both the Sate of Oregon and the City of Eugene have "tool kits" available that relate to Hate Speech. Mendel has sent the links to staff.

13. Discussion on outreach tools to recruit new members and review of Recruiting Guidelines. Generally, it was agreed that creating a handbook about SERJ was not the best use of time but instead to use the City's website to provide information and direct possible recruits to that information.

It was agreed that face to face recruitment is the strongest tool. SERJ members will determine ways to communicate the work of SERJ such as reaching out to be a guest speaker at local service group monthly meetings, reaching out to Sneak Preview to do a story about SERJ and developing a list of talking points about SERJ that members can use as they meet with potential recruits.

14. Adjourn
The meeting adjourned at 6:30 p.m.

Next meeting dates: May 15 social gathering, June 6 regular meeting, August 8 regular meeting. The first Thursday in July is July 4 so there will not be a SERJ meeting in July.

Cover Letter

History of Racism in Ashland

May 15, 2024

This cover letter, written by SERJ Committee Member Tara A. Houston, serves to deepen the conversation begun in Barbara Geraghty's SERJ Research Project and Report submitted in October of 2023 and attached to this document.

To Mayor and City Council:

In June 2023, Mayor Graham asked the Social Equity and Racial Justice Committee to research what the City of Ashland has done to help and interfere with civil rights of different groups of people (Black, Indigenous, Chinese, etc.). This research will be the starting point for identifying reparations that the City of Ashland can put in place to address the actions by the body in the past - and to celebrate good work that has been done.

SERJAC member Barbara Geraghty undertook this request and completed her report in October of 2023. While some of you may have seen the report it was never formally presented to the City Council.

The members of Ashland's Social Equity and Racial Justice Advisory Committee wish to thank our colleague Barbara Geraghty for her thoughtful and caring investigation into the history of the City of Ashland's treatment of historically minoritized people. Her connections with local sources and work with the Southern Oregon Historical Society are commendable and appreciated by our membership.

We feel that some additional context and explanation may provide a deeper insight into the past practices of the City of Ashland and the need for repair with communities that were affected by local code. It's important in discussions of the past to recognize that no city is an island, to expand John Donne's observation. Ashland's municipal practices may seem inclusive or at least non-discriminatory because federal and state laws were already in place which created easy avenues to exclude and exploit Black, Indigenous, and other People of Color, religious minorities, LGBTQ+ people, immigrants, and other groups. A longer-term in-depth study is recommended, and this author believes the scope and scale of this kind of investigation should be a compensated enterprise. The expectation of uncompensated labor to determine inequities perpetuates cycles of harm.

Following, please find specific responses to parts of the Research Project and Report. The contextualization provided here was in no way exhaustive, more research must be conducted to provide a richer and more accurate picture of experiences for historically marginalized people in the City of Ashland:

1) In the section "Examples: Historical Events", there is mention of the KKK marching in Ashland's Fourth of July parade. It feels helpful to provide an additional layer of context to this fact. The violence of Black Exclusion Laws in Oregon alongside slavery-prohibitions specifically designed to keep Black residents out of the state entirely, resulted in an understandably low Black population from the founding years forward. Due to the small number of Black residents at the time, the Klan's march in the early 20's was targeted toward Jewish, Catholic, and immigrant residents of the area. As Kami Horton reported about an incident in 1922 where a white resident of Medford was kidnapped and assaulted to inspire fear. The article, entitled: "A Century Ago, The Ku Klux Klan Terrorized Southern Oregon," goes on to share:

> The Klan had only arrived in Oregon about a year before as part of a nationwide Klan revival. And in Oregon, many of the organization's main targets were white.
>
> Professor Darrell Millner of Portland State University's Black Studies program says Oregon's Klan didn't focus on Blacks because there weren't many Black residents in the state. "You couldn't build a movement against a population that was so small and non-threatening in Oregon."
>
> "They wanted to purify the schools by having the schools teach American patriotism," Horowitz says. "They supported immigration restriction laws. They wanted to clean up urban corruption that they attributed to Catholics and Jews."

Despite influxes of Black residents in the 1940's, attracted by work with the railroads and in support of the Kaiser Shipyards, the Black population of Oregon continues to trend lower than other states in the United States.

2) Asian immigrants, mostly Chinese folks, settled in the Rogue Valley finding work with the Southern Pacific Railroad in the late 1800's and were met with recorded episodes of racist behavior and exclusion. Nationally, anti-Chinese sentiments led to the passage of the Chinese Exclusion Act of 1882, which limited future immigration. By 1892, national legislation required immigrants to carry proof of residence or risk deportation. Peter Finkle's 2019 article on his Walk Ashland website follows the history of Ashland resident Wah Chung and the Chinese American Community in Ashland around the turn of the 19th Century.

In the article, he notes the following:

> The City of Ashland had local discriminatory laws. For example, in 1883, the Ashland city council passed an ordinance designed to keep out Chinese who might want to open a laundry business: "December 7, 1883: 'China Washouse [sic] or laundry to pay a license of forty dollars per year or at the same rate for a shorter period.'"
>
> The atmosphere in Ashland for Chinese seemed to improve in the last decade of the 1800s and the first few decades of the 1900s. Despite this, Wah

Chung's acceptance in the community was an exception. The majority of the Chinese in Ashland either spent almost all their time out of town maintaining the railroad, or they seem to have been nameless and little known to the larger community.

3) Historical prejudice and legislation against Latine/o populations isn't well documented in this area, though discrimination recorded in other areas may have happened here as well. Like Black and African American populations, the US targeted Latine/o populations to support labor during WWII. Through the *bracero* program, up to 1000 Mexican and Mexican American laborers worked in the pear orchards of the Rogue Valley in the 1950s and 60's. Though much of the anti-Latine/o action by INS in Oregon seems to be focused on the Willamette Valley and southeastern part of the state, it's possible that some Latine/o immigrants may have been targeted in the raids and deportations of the late 1960s-70s as there are records of INS activity in the Medford area.

According to a Frontline documentary in 1990, in 1989, 25% of farm workers in the US were under the age of 16. This suggests that some of the migrant workers in the Rogue Valley were child laborers. (Statistics obtained in Colleen Marie Loprinzi's thesis "Hispanic migrant labor in Oregon, 1940-1990)

4) In the section "Where We Are Now", the demographics of the city of Ashland were noted and a more specific breakdown of race and ethnicity feels important in this context.

The United States Census Bureau website (census.gov) estimates the City of Ashland's current Race and Hispanic Origin statistics

81.6% White alone (not Hispanic or Latino)
.7% Black or African American
.6% American Indian and Alaska Native
1.7% Asian
.4% Native Hawaiian and other Pacific Islander
10.1% Hispanic or Latino

This contrasts with the demographics of the United States as a whole (census.gov):

58.9% White alone (not Hispanic or Latino)
13.6% Black or African American
1.3% American Indian and Alaska Native
6.3% Asian
.3% Native Hawaiian and other Pacific Islander
19.1% Hispanic or Latino

Representation of every historically marginalized group is lower than the national average.

Because much of this research has been approached in a less than systematic way, it is believed that a full review of the City of Ashland's practices, policies and historical documents may be necessary to ascertain the full extent to which the rights of historically minoritized people have been restricted by local government. No meaningful investigation was launched to determine the

experiences of Native and Indigenous, Black, AAPI, and Latine/o citizens of Ashland. Likewise, investigations on the experiences of religious groups and LGBTQ+ citizens are incomplete.

This cover letter is submitted alongside Barbara Geraghty's research report, with the unanimous approval of SERJ committee members.

It is so moved that we forward the Geraghty report along with this letter to the city council with these recommendations:

- Hire a historian, social worker, or other skilled professional to undertake a systemic and thorough investigation of the practices, policies, and historical documents produced by the City of Ashland across its history. The investigation should include Ashland's Municipal Code, minutes from all City meetings, and any other historical documents collected.
- All aspects of historical marginalization should be researched including religion, race/ethnicity, age, class, immigrant status, disability, gender, and sexuality.

Respectfully,
Tara Houston, member Social Equity and Racial Justice Advisory Committee

SERJ RESEARCH PROJECT & REPORT

Barbara Geraghty
10-5-2023

Research Parameters from Mayor Tonya Graham

- What has the City of Ashland done to help and interfere with civil rights of different groups of people (Black, Indigenous, Chinese, etc.)?
- This research will be the starting point for identifying reparations that the City of Ashland can put in place to address the actions by the body in the past - and to celebrate good work that has been done.
- Once we understand the history, then the pathways to address it will be more obvious. What is an appropriate life affirming way to acknowledge the past in order to move forward? The Mayor reminded the group that while it is important to know and to understand what happened across the valley we mostly need to know what the city did and its history so that we can take responsibility more formally as a body for what it has done in the past.

WHERE WE'VE BEEN

Sources

Southern Oregon Historical Society (75 documents pulled by staff)
Jeff LaLande, historian and author of *The Jackson County Rebellion*
Mike Green, Common Ground Conversations
Allyson Phelps, Ashland Together
Taylor Stewart, Oregon Remembrance Project

Findings

My research did not reveal discriminatory ordinances or actions by the City of Ashland, specifically. However, I did discover troubling historical events that could discourage people of color (POC) from making Ashland their home.

Examples: Historical Events (Sources: SOHS & Jeff LaLande)

- Ashland might have been a Sundown Town. According to Jeff LaLande, referencing the book *Sundown Towns* by David Loewen, "There was an unspoken rule in many towns that Blacks weren't welcome after sundown. This rule was not included in actual ordinances—that would've been unconstitutional—but was an unwritten law that was enforced extralegally."
- The Ku Klux Klan participated in Ashland's 4th of July parade in either 1921 or 22 and crosses were burned in Ashland.
- 1911 newspaper article: A White Man's Country; Oregon leads the states and is politically, as well as racially, a white man's country
- 1915 Ashland Commercial Club (predecessor of Chamber of Commerce) had stationary stating membership was "100% American citizens, no Japanese or Negroes."

- 1948 Oregon Realtors proclaim "a realtor shall never introduce into a neighborhood members of any race or nationality whose presence will be detrimental to property values."
- As late as 1940 there were no Blacks in Ashland. According to The Ashland Chronical in 2021, 322 Ashland residents identified as African-American out of a population of 20,733 in 2017.

WHERE WE ARE NOW

Currently, Ashland is 90% white and 10% BIPOC compared to the US population that is 59% white and 41% BIPOC.

Although my preliminary research did not uncover specific ordinances or public policies by the City of Ashland, I did discover a cultural pattern of exclusion and microaggression that may correlate with and contribute to the problematic diversity demographics mentioned above.

Examples:

- Multiple reports of racial harassment by OSF leadership, staff and actors. These situations are highly visible and heavily reported; Christiana Clark's video was viewed 200k times in 8 days according to a news article.
- 2021 civil rights lawsuit against Ashland police by OSF actor (trigger warning; video of police beating)
- Vance Beach, founder of B.A.S.E, speaking at SOU: "Being in Oregon is being in a place where people that look like us have been excluded in every aspect of community. So our work is all around how do we assist in building an inclusive community?"
- Kayla Wade's comment after death of Aidan Ellison in Ashland: "We're here because every person of color, every Black person in this community, has experienced something like that: having a white person decide that how we're living our lives is unacceptable and that we need to tone it down or need to be silenced. If we want to live in a world where we can exist with dignity, something has to change."
- Social media response to Why Don't Black Folk Live in Oregon? "The overwhelming vote to outlaw slavery but write all the "exceptions" feels so very on brand, especially for liberal cities (Ashland/Eugene/Portland). "Oh look we are good white people, we don't like slavery…but also you can't work here, own land or live next to us"….and still a current cultural sentiment.

Mike Green of Common Ground Conversations, who previously worked as Content Editor for Ashland Daily Tidings, shared his perspective on Ashland's duality: Public sentiment supports and encourages diversity with a proactive presence of progressive-minded white people who have a vision of an inclusive, multicultural, multiracial community and use their privilege and power to stand in allyship with non-white populations; combined with a quiet sentiment of status quo that controls development boundaries, resists affordable housing efforts, and pushes a strong NIMBY influence to thwart multi-family housing projects. To evolve from its past to the future, Ashland must battle those who seek to sustain the status quo by investing in economic and cultural inclusion to lead the way and become a model of what southern Oregon cities can become ... welcoming places where everyone feels a sense of value and belonging."

To highlight the positive aspect of the duality, I found the following comment on Road Tripping While Black in Oregon: "I was the most nervous about traveling through Southern Oregon, but Ashland was very welcoming and friendly, and I didn't get ignored by business owners or waiters like I had in other rural areas."

Conclusion: Oregon's "origin story" contains Black exclusion laws that have served their purpose by creating a culture that is still being perpetuated today. **The City of Ashland has the opportunity to lead the way in changing the narrative arc from exclusion to inclusion.**

POTENTIAL NEXT STEPS

Action items from Mayor Graham

- The Mayor noted that SERJ needs to understand the scope of the DEI internal assessment. When the recommendations from the consultant come forward we may need to put them into tiers to address over time. Sometimes what is needed doesn't fit in the current preconceived budget.
- Work with local partners (Chamber of Commerce Ashland for Everyone? Others?) to develop a DEI training program for local businesses and their staff so that Ashland can move forward in its goal to be authentically welcoming to all people.
- Assist the City in public support activities for SERJ related holidays and community events. This includes helping the City identify which events to participate in and recommending ways in which to participate in these holidays and events.
- Support efforts within the City's operations to train staff and ensure that our internal practices and protocols help us move forward with our DEI goals.
- Support other Committees in their work as it intersects with the goals of the SERJ Advisory Committee.
- Support Ashland Together with Sundown to Sunrise collaboration with ORP and speaker series launching February 12, 2024 at Carpenter Hall.

Additional Action Items to Consider

1 Survey Ashland's 1978 BIPOC to capture data that will inform strategies and action plan plus help BIPOC feel heard and valued:

- What's working for people of color?
- What isn't working?
- What could be different or better?
- What kind of identity does Ashland have among BIPOC?

2 Conduct Strategic Gap Analysis:
What is the identity Ashland intends to have in the DEI arena?
What is the gap between our intended identity and survey results?

3 Design Action Plan:
How do we close the gap?
How do we fix what's broken?
How do we change perception in areas of false narrative?

4 Design Campaign of actionable steps with social media amplification of "what's working" stories and progress reports on resolution of what's not.

Model: The City of Long Beach gathered 1,500 people into 13 Listening Sessions and 4 Community Town Halls to center the voices of those affected and eliminate disparities in order to expand opportunities for all residents. They partnered with CSULB to analyze the qualitative

data. Data from the survey, listening sessions and town halls informed 21 distinct strategies and 107 potential action plans.

RESEARCH SOURCES & LINKS

https://www.route-fifty.com/management/2023/01/what-truth-and-reconciliation-looks-minneapolis/382216/
A truth and reconciliation commission is a body tasked with revealing past governmental wrongdoings in an effort to move a community toward resolution and unity.
The most well-known truth and reconciliation effort is South Africa's commission, which was created as the country emerged from apartheid in the 1990s. The commission heard thousands of testimonies, providing victims a platform to describe their experiences under the racist policies of apartheid. Dozens of other countries have also used different truth and reconciliation models.

Long Beach Racial Equity & Reconciliation Initiative
https://www.longbeach.gov/press-releases/city-of-long-beach-releases-racial-equity-and-reconciliation-initiative--initial-report/#:~:text=On%20June%2023%2C%202020%2C%20the,Black%20racism%20in%20Long%20Beach.
Racial Equity and Reconciliation Initiative – Initial Report

https://clintonwhitehouse4.archives.gov/Initiatives/OneAmerica/Practices/pp_19980804.3889.html
To promote racial reconciliation and unification by examining race relations in Pennsylvania State Rep. Veon launched BRIDGE by bringing together a group of people who are interested in the issue of race. Representatives from schools, businesses, churches and nonprofit organizations participate in the program. Some members of the group are also trained as facilitators of racial dialogues. Like the Study Circles Program, groups of 12 to 15 people are invited to share in an open discussion on race, with the help of a facilitator.

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:

6/18/24

Name: (Please Print)

Sixti Satterfield

Ashland Resident:

☒ YES ☐ NO City: Ashland

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Ceasefire resolution

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.

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Date: 6/18/24

Name: (Please Print)

Rory Noone

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Ceasefire resolution

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Better Together

SPEAKER REQUEST FORM

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Date: 6/18/24

Name: (Please Print) Jessica Johnson

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Ceasefire Resolution

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Date:

6-18-24

Name: (Please Print)

Sitka Moss

Ashland Resident:

☐ YES ☑ NO City: Trail

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):

Ceasefire Resolution

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Date: June 18, 2024

Name: (Please Print)
PAUL Mozina

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item):
Telecommunications Ordinance

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

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Date: 6-18-2024

Name: (Please Print) Jaime Powell

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: Cease Fire

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: 6-18-24

Name: (Please Print)
Tony Foster

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:
Ceasefire Resolution

Public Forum Topic (Non-agenda Item):

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Alissa Kolodzinski

From: noreply@civicplus.com
Sent: Tuesday, June 18, 2024 9:32 AM
To: City Recorder
Subject: Online Form Submittal: City Council Public Testimony Form

[EXTERNAL SENDER]

City Council Public Testimony Form

Public Testimony

This form provides the opportunity for citizens to submit public testimony for Council meetings. Testimony will be accepted for both general public forum items and agenda items. This form must be submitted by 10 am the day of the meeting.

Written testimonies submitted by the deadline will be available to the Mayor and City Council before the meeting.

All public testimony will be included in the meeting minutes.

Full Name	Ancient Hatfield
Meeting Date	6/18/2024
Email Address	sincerelyancient@gmail.com
Indicate if you want to provide written testimony, or if you want to speak via Zoom.	Via Zoom
Indicate if you would like to speak during Public Forum or for an agenda item.	Public Forum
Written Testimony (Leave this section blank if you are requesting to speak electronically.)	*Field not completed.*

Email not displaying correctly? View it in your browser.