



Planning Commission Meeting Agenda

ASHLAND PLANNING COMMISSION

REGULAR MEETING AGENDA

Tuesday, November 12, 2024

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.

I. CALL TO ORDER

7:00 p.m., Civic Center Council Chambers, 1175 E. Main Street

II. ANNOUNCEMENTS

1. Staff Announcements
2. Advisory Committee Liaison Reports

III. PUBLIC FORUM

Note: If you wish to discuss an agenda item, please contact PC-public-testimony@ashland.or.us by November 12, 2024, 10 a.m. to register to participate electronically. To speak to an agenda item in person you must fill out a speaker request form at the meeting and will then be recognized by the Chair to provide your public testimony. Written testimony can be submitted in advance or in person at the meeting. If you are interested in watching the meeting via Zoom, please utilize the following link: <https://zoom.us/j/92426602602>

IV. UNFINISHED BUSINESS

1. Approval of Findings for PA-T1-2024-00245, 329 Granite Street

V. OTHER BUSINESS

1. Economic Opportunities Analysis Public Engagement Plan

VI. DISCUSSION ITEM

1. 2025 Priorities & Workplan Discussion

VII. OPEN DISCUSSION

VIII. ADJOURNMENT

Next Meeting Date: November 26, 2024

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please email planning@ashlandoregon.gov. 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).



UNFINISHED BUSINESS

**Approval of Findings for
PA-T1-2024-00245, 329 Granite Street**

THE CITY OF ASHLAND
BEFORE THE PLANNING COMMISSION

NOVEMBER 12, 2024

IN THE MATTER OF PLANNING ACTION #PA-T1-2024-00245, A	)	
MODIFICATION TO A PREVIOUSLY APPROVED PHYSICAL AND	)	
ENVIRONMENTAL CONSTRAINTS REVIEW PERMIT (PA-T2-2022-	)	
00036). THE MODIFICATION IS A REQUEST TO MODIFY A PORTION	)	
OF THE RETAINING NEAR THE GARAGE INTO A SPLIT WALL	)	FINDINGS,
DESIGN. THE APPLICATION ALSO ADDRESSES GRADING AND A	)	CONCLUSIONS,
SMALL THIRD WALL AT THE FIRST TURN IN THE DRIVE.	)	AND ORDERS.
	)	
OWNER: JOSEPH AND KATHERINE CLARKE	)	
APPLICANT: JOVICK CONSTRUCTION	)	
_____	)	

RECITALS:

- 1) The subject property is tax lot #704 of Assessor’s Map 39-1E-08-DD and has a SITUS address of 329 Granite Street. The property is split zoned Rural Residential (RR-.5) and Woodland Residential (WR) and is 3.22 acres in size.
- 2) On February 8th, 2022, the Planning Commission following a public hearing approved planning action PA-T2-2022-00036 (“The Approval”), with findings adopted on March 8, 2022.
 - a. On September 14, 2023, the building permit was applied for. On December 21, 2023, building Permit #BD-R-2023-01010 was issued and the home is presently under construction.
- 3) Chapter 18 of the Ashland Municipal Code (AMC) is the Land Use Ordinance. AMC 18.5.6 provides for “*Modifications to Approved Planning Applications*” and further states that “*The Staff Advisor through a Ministerial or Type I procedure, depending on whether the proposal involves the exercise of discretion, shall review proposals for Minor Modifications.*”
- 4) In the present case there have been multiple previously approved modifications to the approved plan at the staff level. Due to the cumulative effect of the multiple modifications to the original approved planning application the Staff Advisor chose to refer this application to the Planning Commission for its review and decision in a public meeting as provided in AMC 18.5.1.010.B.2.
- 5) The modification that is proposed involves having the retaining wall begin as a single wall at its lower segment, which will then split into two tiers where the wall is tallest. The application states that this design alternative helps break up the mass while also increasing the space alongside the garage.

- 6) The criteria of approval for a Minor Modification to a previously approved plan are described in AMC 18.5.6.040 which require that all of the following criteria are met:
 1. Minor Modification applications are subject to the same approval criteria used for the initial project approval, except that the scope of review is limited to the modification request. For example, a request to modify a commercial development's parking lot shall require Site Design Review only for the proposed parking lot and any changes to associated access, circulation, etc. Notice shall be provided in accordance with chapter [18.5.1](#).
 2. A modification adding or altering a conditional use, or requiring a variance, administrative variance, or exception may be deemed a Major Modification and/or may be subject to other ordinance requirements.
 3. The approval authority shall approve, deny, or approve with conditions the application, based on written findings; except that conditions of approval do not apply, and findings are not required, where the original approval was approved through a Ministerial review.
- 7) The criteria of approval for a Physical & Environmental (P&E) Constraints Review Permit are described in AMC 18.3.10.050 which require that all of the following criteria are met:
 - A. Through the application of the development standards of this chapter, the potential impacts to the property and nearby areas have been considered, and adverse impacts have been minimized.
 - B. That the applicant has considered the potential hazards that the development may create and implemented measures to mitigate the potential hazards caused by the development.
 - C. That the applicant has taken all reasonable steps to reduce the adverse impact on the environment. Irreversible actions shall be considered more seriously than reversible actions. The Staff Advisor or Planning Commission shall consider the existing development of the surrounding area, and the maximum development permitted by this ordinance.
- 8) On September 17, 2024, in accordance with AMC 18.5.1.050.B.4 a Notice of Complete application and public meeting was posted at the subject property in clear view from the public right-of-way and mailed to all property owners of record within 200 feet of the parcel.
- 9) The Planning Commission, following proper public notice, held a public hearing on October 8, 2024. Testimony was received, and exhibits were presented. Subsequent to the close of the public hearing the Planning Commission approved the application subject to conditions of approval.

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

SECTION 1. EXHIBITS

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

Staff Exhibits lettered with an "S"

Proponent's Exhibits, lettered with a "P"

Opponent's Exhibits, lettered with an "O"

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

SECTION 2. CONCLUSORY FINDINGS

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

2.1 The Planning Commission finds that it has received all information necessary to render a decision based on the complete Application Materials, Staff Report dated October 8th, and public hearing testimony.

2.1.1 The Planning Commission finds that AMC Title 18 Land Use regulates the development of land envisioned by the Comprehensive Plan and to encourage efficient use of land resources among other goals. The Planning Commission finds that there is substantial evidence in the record to make findings that each of the relevant approval criteria have been met.

2.2 The Planning Commission notes that the approval for a Minor Modification to a previously approved plan are described in AMC 18.5.6.040, each of which are addressed below.

2.2.1 The Planning Commission notes that the first approval criterion for a Minor Modification to a previously approved plan is that the *“Minor Modification applications are subject to the same approval criteria used for the initial project approval, except that the scope of review is limited to the modification request”*. The Planning Commission notes that the only element being reviewed is the proposed change to the retaining wall adjacent to the garage. The Planning Commission notes that the original approval criteria for a Physical & Environmental (P&E) Constraints Review Permit are address below and finds that this approval criterion has been satisfied.

2.2.2 The Planning Commission notes that the second approval criterion for a Minor Modification to a previously approved plan is that the *“A modification adding or altering a conditional use, or requiring a variance, administrative variance, or exception may be deemed a Major Modification.”* The Planning Commission notes that AMC 18.5.6.030.A provides a list of seven items that require a Major Modification, and that a Major Modification would require a review before The Planning Commission. The Planning Commission notes that in the present case staff determined it was not a major modification based on the items listed in the land use ordinance, but instead the Staff Advisor chose to bring the application to The Planning Commission due to the cumulative nature of the multiple modifications, and the ability to have a public hearing. The Planning Commission notes that the modification does not change the overall height of the wall nor the individual section heights and further notes that these heights required an exception that was granted with the original approval. The Planning Commission finds that this approval criterion is satisfied.

2.2.3 The Planning Commission notes that the third approval criterion for a Minor Modification to a previously approved plan is that the *“The approval authority shall approve, deny, or approve with conditions the application, based on written findings.”* The Planning Commission notes that these findings, and conditions of approval, satisfy this approval criterion, and that it is met.

2.3 The Planning Commission notes that the approval criteria for a Physical & Environmental (P&E) Constraints Review Permit are described in AMC 18.3.10.050 each of which are addressed below.

2.3.1 The Planning Commission notes that the first approval criterion for a Physical & Environmental (P&E) Constraints Review Permit is *“Through the application of the development standards of this chapter, the potential impacts to the property and nearby areas have been considered, and adverse impacts have been minimized.”* The Planning Commission notes that the existing approval is for a wall of equal height and that the only change is the relation to the two tiers of the wall. The Planning Commission notes that the exception was previously granted, and that this modification does not create any adverse impacts on adjacent properties. The Planning Commission notes that the proposed modification allows for better vehicle circulation and access around the proposed home. The Planning Commission finds that this approval criterion has been met.

2.3.2 The Planning Commission notes that the second approval criterion for a Physical & Environmental (P&E) Constraints Review Permit is *“That the applicant has considered the potential hazards that the development may create and implemented measures to mitigate the potential hazards caused by the development.”* The Planning Commission notes that the potential hazard, specifically backing out of the garage, will be minimized with the proposed modification. The Planning Commission further notes that the approval included a condition of approval which requires that a guard rail be installed at the upper wall to delineate the edge to prevent accidents. The Planning Commission notes that this requirement is a measure to mitigate potential hazards of backing over the edge or falling off. The Planning Commission finds that with the condition of approval included below that this criterion of approval has been met.

2.3.3 The Planning Commission notes that the third approval criterion for a Physical & Environmental (P&E) Constraints Review Permit is *“That the applicant has taken all reasonable steps to reduce the adverse impact on the environment. Irreversible actions shall be considered more seriously than reversible actions. The Staff Advisor or Planning Commission shall consider the existing development of the surrounding area, and the maximum development permitted by this ordinance.”* The Planning Commission again reiterates that the only item being considered is the requested modification to the arrangement of the two sections of retaining wall. The Planning Commission notes this approval criteria is regarding *“adverse impact on the environment”* and when one considers the proposed modification it is clear that there is no difference in terms of impact to the environment from approving the requested modification. The Planning Commission finds with the foregoing that this approval criterion has been satisfied.

2.4 The Planning Commission notes that the approval criteria for an Exception to the Development Standards for Hillside Lands are described in AMC 18.3.10.090.H. The Planning Commission notes that the 2022 approval granted the exception to maximum height of retaining walls, and that there is no proposed change to the height of the individual sections. The Planning Commission concludes that it does not need to address the individual approval criteria for the exception to hillside design standards as there is no change to the previously approved exception.

2.4.1 The Planning Commission notes that the record includes the applicant's submittal, the Staff Report dated October 8th, each by their reference are incorporated herein as if set out in full.

2.4.2 The Planning Commission finds that there is substantial evidence in the record to make findings that each of the criteria of **approval** for a Minor Modification to an approved plan have been met.

SECTION 3. DECISION

3.1 Based on the record of the Public Hearings on this matter, and all materials submitted by the applicant the Planning Commission concludes that the applicant's site planning, and application materials adequately address the criteria and standards for the Physical & Environmental (P&E) Constraints Review Permit and modification to a previously approved plan. Therefore, the Planning Commission approves the Application, with the attached conditions of approval, noting that this decision is supported by evidence contained within the whole record.

1. That all proposals of the applicant shall be conditions of approval unless otherwise modified herein.
2. That all conditions of approval from PA-T2-2022-00036's remain in effect.
3. That a guard rail be installed at the upper wall to delineate the edge to prevent accidents.

Planning Commission Approval

Date

OTHER BUSINESS

Economic Opportunities Analysis Public Engagement Plan

Memo

DATE: November 12, 2024
TO: Committee on Citizen Involvement (CCI)
FROM: Veronica Allen, *Associate Planner*
RE: Economic Opportunity Analysis (EOA)
Public Engagement Summary & Next Steps

Background

Oregon's Statewide Land Use Planning Goal 9: Economic Development requires cities to ensure there is enough land available for economic growth and development opportunities. To be ready for these opportunities, local governments are required to perform an Economic Opportunity Analysis (EOA) based on a 20-year forecast of population and job growth. These analyses help local governments understand which industries and services will thrive in their area, and how to best use the land within the urban growth boundaries (UGB). Ideally, these documents are kept up to date, however, the City of Ashland has not had an updated EOA since 2007. As such, the Planning Department on behalf of the City, applied for and received a Technical Assistance grant from DLCD to update our EOA. The deadline for the completion of the EOA for the technical assistance grant is June 30, 2025. Community Attributes Inc. (CAI) is the selected consultant team to complete EOAs for both Ashland and Medford, and the Ashland Scope of Work is included as Attachment #1

Public Engagement Summary

According to Ashland Municipal Code Chapter 2.12, the Planning Commission serves as the City's Committee for Citizen Involvement (CCI). This designation aligns with Oregon's Statewide Planning Goal 1, which mandates that local governments establish a CCI to ensure public participation in land use planning. As the CCI, the Planning Commission is responsible for fostering public awareness and involvement in all aspects of land use planning within the community. This role is distinct from its other duties, such as rendering quasi-judicial decisions on land use applications and conducting public hearings on planning issues. By acting as the CCI, the Planning Commission emphasizes citizen engagement, ensuring that community members have opportunities to participate in and influence the planning process.

COMMUNITY DEVELOPMENT DEPARTMENT

51 Winburn Way
Ashland, Oregon 97520
ashlandoregon.gov

Tel: 541.488.5305
Fax: 541.552.2050
TTY: 800.735.2900

Tonight's study session serves to engage the public and the Committee on Citizen Involvement on the proposed public engagement process and seek guidance as the project moves forward.

Staff, along with consultants from CAI, are requesting the CCI to either approve the plan as presented or approve it with any suggestions provided by the CCI.

Attachment #2 contains the proposed Inclusive Outreach Plan from the consultants for the CCI members to review and provide recommendations. The consultant team will present via Zoom to introduce themselves, provide background on an EOA, and give an overview of the project and associated Inclusive Outreach Plan.

Next Steps/Discussion Items

As next steps, the Committee for Citizen Involvement (CCI) is encouraged to review the Inclusive Outreach Plan with a focus on ensuring broad and meaningful community participation. In particular, the CCI should consider the following questions:

- Are the identified priority populations and outreach methods sufficient to ensure that all relevant community voices, especially underrepresented groups, are heard?
- Do the proposed engagement methods (interviews, focus groups, pop-ups, surveys) provide adequate opportunities for meaningful community participation?
- What key themes or questions about Ashland's future economy should be emphasized in outreach efforts to capture community priorities?

By addressing these questions, the CCI can provide valuable guidance on refining the outreach approach and ensuring that the economic analysis reflects the diverse perspectives within Ashland. Once feedback is gathered, the project team will adjust the plan as needed and move forward with the next phases of outreach and engagement.

REFERENCES & ATTACHMENTS

Attachment #1: CAI Scope of Work (contract)

Attachment #2: Draft Inclusive Outreach Plan by CAI

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Personal Services Agreement

City Information

City of Ashland
Attn: Veronica Allen
51 Winburn Way
Ashland, Oregon 97520
Phone: (541) 552-2042
Email: veronica.allen@ashland.or.us

Consultant Information

Firm Name: Community Attributes Inc. (CAI)
Contact: Chris Mefford
Address: 119 Pine Street, Suite 400
Seattle, WA 98101
Phone: 206-617-9576
Email: chris@communityattributes.com

Contract Summary

Procurement Method: Intermediate Procurement (Personal Services)
Completion Date: 06/30/2025
Contract Amount: \$ 72,400.00
Description of Services: Consultant work for 2024 City of Ashland Economic Opportunity Analysis Update
Supporting Documents: Scope of Work
Dated: 8/26/24
Dated:
Dated:
Dated:

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and the Consultant listed under Consultant Information above, ("hereinafter "Consultant"), for the services listed under Description of Services and Supporting Documents as noted in the Contract Summary above. In the event of conflict between provisions of the Supporting Documents, the Supporting Documents shall be given precedence in the order listed above.

This Agreement, the Exhibits and the Supporting Documents shall be construed to be mutually complementary 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 exhibits or supporting documents. The Consultant's initials *CM* herein signify acknowledgment and agreement to this provision, if applicable, or if not sign "N/A".

Consultant's services are collectively referred to in this Agreement as the "Work."

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

1. Effective Date and Duration: This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than the Completion Date listed under the Contract Summary in the table one page one of this agreement.

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

2. Compensation: City shall pay Consultant the sum listed as the "Contract Amount" under the Contract Summary on page one of this document as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the Contract Amount without the express, written approval from the appropriate Department Head or City Manager. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

3. Consultant Obligations:

3.1. Independent Contractor Status. Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

3.2. Qualified Work. Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the services to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, or bonded.

3.3. Assignment. Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant 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 City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

3.4. **Work Performance Obligation.** Consultant shall, at its own risk, perform the Work described in the Description of Services and in the Supporting Documents and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

3.5. **Certification.** Consultant agrees to and shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

4. **Insurance:** Consultant shall, at its own expense, maintain the following insurance:

4.1. **Worker's Compensation.** Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

4.2. **Workers' Compensation Exemption.** If applicable, Consultant affirms and certifies that it is exempt from providing Workers' Compensation per ORS 656.027.

Exemption criteria: Enter criteria here or delete if not applicable

Consultant initials if exempt: _____ Date: _____

4.3. **Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damage caused by error, omission or negligent acts related to the Work to be provided under this Agreement.

4.4. **General Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.

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

4.6. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.

4.7. **Additional Insured/Certificates of Insurance.** Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring

companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5. Termination:

5.1. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.

5.2. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.

5.3. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:

- If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services; or
- If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
- If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

5.4. For Default or Breach. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

5.4.1. Default: The Consultant shall be in default of this Agreement if Consultant: 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 attempts to assign rights in, or delegate duties under, this Agreement.

- 5.5. **Obligation/Liability of Parties.** Termination or modification of this Agreement pursuant to subsections 5.1, 5.2, or 5.3 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless of whether such notice is given pursuant to subsection 5.1, 5.2, 5.3, or 5.4 of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.
- 5.6. The rights and remedies of City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
6. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, costs, judgments, or other damages, caused solely by the gross negligence of City.
7. **Consultant's Compliance with Tax Laws:** Consultant represents and warrants to the City that: Consultant shall comply with all Oregon tax laws, including but not limited to ORS 305.620, ORS 305.380(4), and ORS Chapters 316, 317, 318, in addition to any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions and any tax provisions imposed by a political subdivisions of the State of Oregon.
8. **Living Wage Requirements:** If the amount of this Agreement is \$26,429.65 or more, Consultant 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. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
9. **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, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the addresses set forth on page one of this agreement with a copy to:

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

10. General Provisions:

- 10.1. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
- 10.2. **Non-appropriations Clause - Funds Available and Authorized:** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
- 10.3. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 10.4. **Nondiscrimination:** Consultant 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 any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant 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.
- 10.5. **Governing Law:** 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.

11. Merger: This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Consultant, 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:

CAI

(Consultant)

By:

Brandon Goldman
Community Dev. Director

9/4/2024

Date

Signature

[Signature]

Printed Name

President & CEO

Title

08/30/2024

Date

Purchase Order No.

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

APPROVED AS TO FORM:

[Signature]

City Attorney

9.4.2024

Date

City of Ashland LIVING WAGE

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



\$18.92 per hour, effective June 30, 2024.

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 **\$26,429.65** 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 **\$26,429.65**;

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

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

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

For additional information:

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

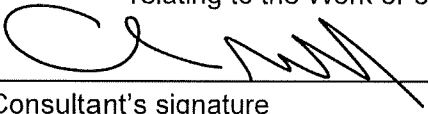
Notice to Employers: This notice must be posted in areas where it can be seen by all employees.



Exhibit C

Certifications/Representations: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- X (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- X (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- X (3) Telephone listing is used for the business separate from the personal residence listing.
- X (4) Labor or services are performed only pursuant to written contracts.
- X (5) Labor or services are performed for two or more different persons within a period of one year.
- X (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.



Consultant's signature

08/30/2024

Date

City of Ashland EOA Update

SCOPE OF WORK

August 26, 2024

BACKGROUND AND PURPOSE

The City of Ashland requires an Economic Opportunity Assessment to prepare Ashland for growth over time, as intended and funded by the Oregon Department of Land Conservation and Development (DLCD).

This scope of work reflects **major tasks** as structured in the City's request for proposals to produce its EOA. This work plan is designed to produce economies of scope as CAI produces an EOA with the City of Medford concurrently. Two components of this work are designed to leverage this opportunity. One is the joint national, state, and regional economic opportunity analysis (Task 3 below, Analysis), given the regional nature of some of this content; and the other is in-person engagement to economize on travel costs for both projects (reflected in Tasks 4 and 8, Outreach and Final Presentations).

Deliverables, assumptions, and working allocation of contract budget are provided by major task.

SCOPE OF WORK

TASK 1. PROJECT KICKOFF & PROJECT MANAGEMENT

CAI will work with City staff to initiate project work and meet throughout the project to review progress and develop the draft deliverables. Once underway, CAI will provide monthly progress reports and coordinate with Ashland project staff from week to week via emails and phone calls, as necessary.

1.1 Kickoff Meeting. CAI will coordinate with the City to schedule and facilitate a virtual kickoff meeting to (1) identify measures of success and DLCD reporting; (2) refine the draft scope of work, budget, and schedule for the overall effort; (3) define key elements, task dependencies, and completion of the project; (4) discuss expectations around the inclusive outreach strategy, including the extent of translation services, and any updates to elected officials; (5) the critical issues and potential measures of success that are most important to address in the project and how that should be reflected in the early community visioning tasks; and (6) any data and information needs.

1.2 Bi-weekly Project Management Check-in Calls. CAI will facilitate brief bi-weekly check-in calls with the Client's project manager to ensure progress toward milestones and address challenges as they occur.

1.3 Monthly Invoicing and Progress Reporting. CAI will prepare and submit monthly invoices with a monthly progress report to document the project team's work and ensure consistent progress toward project completion.

CAI Deliverables: Kick-off meeting materials; data request; final Work Plan, including detailed tasks, work and meeting schedules (D1), responsibilities, and deliverables; Monthly progress reports.

City Deliverables: City staff will submit data and GIS files to the Consultant as requested and convene Committee for Citizen Involvement for this project to review the Inclusive Outreach Plan.

Budget: \$6,000

Estimated Timeline: Ongoing

TASK 2. INCLUSIVE OUTREACH PLAN

CAI will prepare and deliver an **Inclusive Outreach Plan** for review by City staff and the **Committee for Citizen Involvement**.

CAI will make **two separate in-person trips** to Ashland and Medford; the first of these trips is intended for an engagement task, such as a studio/pop-up event; the second may be used for attendance at a City Council Study Session in **Task 8.3**. The Inclusive Outreach Plan will specify the approximate timing and purpose for each of the two in-person trips.

Components of the Inclusive Outreach Plan may include:

- 2.1 Identifying Communities and Priority Populations.** CAI's first step, taken in collaboration with City staff and the Committee for Citizen Involvement, will be the identification of historically underrepresented / disenfranchised priority populations as a particular focus of outreach and engagement activities. Groups may include migrant, foreign born, and non-citizen communities; communities of color, including Ashland's Hispanic community; seniors; differently-abled community; young people; workers with high school degree or less; and veterans.
- 2.2 Focused Outreach.** In this task, CAI will speak directly with stakeholders in Ashland to solicit insights into fundamental dynamics underlying the Ashland economy – and its vision for the future. The project team may translate materials or take other steps, to glean the best public participation and input for given stakeholder groups per our identification of priority communities in **Task 2.1**.

2.2.1 Interviews. CAI will collaborate with City staff to identify and schedule up to **six (6) interviews** with key stakeholders or big-picture thinkers that understand Ashland and its role in the region. These interviews are anticipated to be virtual, unless specified otherwise in the Inclusive Outreach Plan.

2.2.2 Focus Groups. CAI will identify and facilitate up to **four (4) focus groups** representing anchor industries, sectors or other key communities or interests. The focus groups participants will be interviewed to understand specific needs and challenges, the impact of key economic trends, and emerging opportunities. We anticipate some of the focus groups will directly support analyses in Tasks 3, 5, & 6, while others may engage large employers, other sectors yet to be identified, neighborhood associations, and others. These focus groups are anticipated to be virtual, unless specified otherwise in the Inclusive Outreach Plan.

2.2.3 Committee for Citizen Involvement (CCI) Group. In addition to the day-to-day Project Team of staff and consultants, the Committee for Citizen Involvement group of the Planning Commission will review and approve a final version of this Inclusive Engagement Plan prior to implementation. If desired, the group may also meet in an interim fashion to review ongoing findings or engagement activities implementation, or to review the Summary of Engagement deliverable in **Task 4.1**.

- 2.3 Studio / Pop-Up Event (supporting Tasks 4 & 7).** In collaboration with City staff and partners, CAI will design a process to gather public input (in-person or virtual) in the form of a **studio or pop-up event**

with particular attention paid to attendance/engagement with **priority communities**. The event will be utilized to distribute and collect surveys outlined in **Task 2.4** and will be targeted toward the solicitation of preferences for goals and policies pertaining to Ashland's desired economic future.

2.3.1 Goals & Policies Studio / Pop-Up. This studio or pop-up event will be convened to understand public preferences regarding priority goals and policies for Ashland's economic future. The goals will be foundational to the development of updates to the City's 2005 Comprehensive Plan economic chapter (VII) in **Tasks 4 & 7**. While workshopping goals, insights and ideas related to potential policies for achieving them will also be captured as they develop or surface organically.

2.4 Business Survey (D2). CAI will design and analyze the results from a survey of Ashland businesses. A business survey will focus on the area's industries, workforce, supply chains and other economic considerations – and will **elevate equity** considerations. The survey will be available online and via QR code, but also in print form for the studio / pop-up events and could be mailed or e-mailed to existing distribution lists. Aside from the survey materials (which CAI will provide), the city will be responsible for managing the distribution of the survey and collecting responses. CAI will analyze the responses once the survey closes.

Meetings: Up to six (6) Interviews; up to four (4) Focus Group meetings; at least one (1) Committee for Citizen Involvement meetings; and one (1) Studio / Pop-Up event. Meetings are assumed to be virtual unless specified otherwise in the Inclusive Outreach Plan.

CAI Deliverables: Final Inclusive Engagement Plan; Business Survey (and up to 3 translated versions - **D2**); all materials necessary for execution of the studio / pop-up and other engagement activities.

City Deliverables: City staff will advertise and facilitate the studio / pop-up event in coordination with CAI. Existing events may be leveraged as platforms for this activity. City staff will assist in convening, scheduling, and facilitating focus groups and any additional Committee for Citizen Involvement agendas and meetings.

Budget: \$21,000

Estimated Timeline: August – November

TASK 3. ASHLAND/MEDFORD JOINT ANALYSIS - NATIONAL, STATE, & REGIONAL

CAI will conduct a **joint Ashland/Medford secondary data analysis** at the national, state, and regional level describing related demographic, economic, and employment trends and opportunities.

The following subtasks will comprise the joint Ashland/Medford national, state, and regional analysis:

3.1 Evaluate Economic Development Trends. Consistent with EOA processes, CAI will update regional and county demographic, economic, and occupational data and will assess relevant economic development trends at national, state, and regional scales. *Some* initial secondary data analysis will also be conducted around demographic and economic trends at the city level, at times utilizing comparison cities and the nation or state for context. Findings will be included in a summary memorandum (D4). Analyses and assessments will include the following:

3.1.1 Demographic Analysis. CAI will analyze data on demographic patterns affecting the economies of Oregon and Jackson County. CAI will examine population growth, map population densities, segment the area's population demographics, assess race and ethnicity patterns over time, scrutinize trends in median household income, and analyze educational attainment patterns.

3.1.2 Employment and Industries Assessment. CAI will conduct a high-level assessment of employment trends for the nation and Oregon and Jackson County. This will include estimates of employment growth overall and by sector; location quotient analysis; and unemployment rates, including comparisons of different geographies and/or comparison cities for select metrics. Top industries in the Rogue Valley will be profiled.

3.1.3 Occupational Analysis. CAI will conduct an occupational analysis using both standard SOC categories and summarizing wages by occupation for the state versus Jackson County. Using the industry analysis in **Task 3.1.2**, we will attempt to map how occupational skills in the Rogue Valley match up to the area's industry strengths and needs, as well as how economic polarization may be impacting key industries in the Valley.

3.1.4 Climate Change Assessment. CAI will qualitatively discuss the potential effects of climate change on the regional economy. These may include increased river flooding frequency and severity in the Rogue Valley; the potential for infrastructure and communications system damage from wildfires and flooding; agricultural and food impacts from rising temperatures and wildfires; impacts to human health and productivity; impacts on businesses and tourism; as well as factors such as local perceptions of risk.

3.2 Preparation of Joint Analysis EOA Memo (D3). CAI will prepare a draft and final Ashland/Medford Joint EOA Analysis memorandum addressed to both cities including an executive summary and all detailed analytics and findings described above at the national, state, and regional scales.

CAI Deliverables: Draft and final Ashland/Medford Joint EOA Analysis memorandum (D3).

City Deliverables: City staff will review and comment on draft Joint EOA Analysis to enable consultant to finalize draft.

Budget: \$10,000

Estimated Timeline: September - January

TASK 4. ASHLAND COMMUNITY OUTREACH, GOALS & STRATEGIES

The basis for this task is largely comprised of the outreach and engagement laid out in the **Task 2 Inclusive Outreach Plan**. Findings, insights, and ideas from interviews, focus groups, business surveys – and especially from the Goals and Policies studio or pop-up event– will be synthesized to craft a **series of refreshed economic development Goals and Policies** for a **package of updates to Ashland's Comprehensive Plan (Task 7)**. The Goals and Policies will embody the priorities of the economic future Ashland imagines for itself.

- 4.1 Summary of Engagement (D4).** CAI will summarize results from the inclusive stakeholder outreach designed in **Task 2**. This summary will include both quantitative and qualitative findings and metrics around the number of people engaged by which mode, with an emphasis on priority populations, and will clarify patterns in stakeholder preferences, ideas and insights, and perceived opportunities and challenges related to the economic future of Ashland.
- 4.2 Refreshed Goals for Economic Development (D5).** In collaboration with City staff and the Advisory Group, findings from the Goals & Policies studio or pop-up event will be leveraged to develop a compact, focused series of **Goals** to provide a framework around which policies may be outlined (see **Task 7**). Goal statements will be topical, actionable, and will convey the communities' top economic priorities. Policy ideas to achieve each goal will be captured if/as they surface organically.

CAI Deliverables: Summary of Engagement (**D4**); Refreshed Goals for Economic Development (**D5**).

City Deliverables: City staff will work closely and collaboratively in the initial development of Goals and Policies and subsequently to wordsmith, edit, and provide context, insights, and constraints.

Budget: \$5,400

General Timeline: October - February

TASK 5. INDUSTRIAL AND COMMERCIAL BUILDABLE LAND INVENTORY (BLI)

CAI will collaborate with City of Ashland staff to support staff in completion of an update Buildable Lands Inventory. CAI will analyze BLI results and summarize key findings in a Powerpoint deck for review and comment (**D6**) before being ultimately incorporated into the final EOA Document deliverable (**D9**).

- 5.1 Buildable Lands Inventory.** Consistent with EOA processes, CAI will collaborate with City staff early in the project on the City's development and application of a suitable buildable lands inventory detailing available developable and potentially redevelopable employment lands by category in the City of Ashland. CAI has industry leading expertise in GIS parcel-based land inventories, including the development of market factors, assessment of critical areas, and other factors. Once the BLI is handed off to the Consultant, employment land inventory data will be analyzed and tabulated by key characteristics, potentially including site size, zoning, land use, industry, employment density, infrastructure dependency, development constraints and/or other factors.
- 5.2 Identify Required Site Types.** Consistent with EOA processes, CAI will convert employment forecasts by industry into land demand in aggregate and by category. We will then identify the number of sites, by type, reasonably expected to be needed to accommodate local expressions of economic development trends discovered in **Tasks 3, 4 & 6**. CAI will work with City staff to outline an approach to estimating employment forecast-based demand for different land and site types, and will align site types with employment land categories in the Buildable Lands Inventory, **Task 5.1**.

5.3 Land Capacity Sufficiency. Finally, CAI will reconcile and summarize how the city's supply of land by segment and site type meet or fall short of the forecast 20-year growth trajectory demand profile identified for Ashland. Per the City's request, CAI will also attempt to identify areas of vulnerable populations who may be at risk of displacement.

CAI Deliverables: Findings, including Buildable Land Inventory, employment forecast, and demand assessment by site types, will be delivered first as a **Powerpoint Presentation** to City staff, Planning Commission, and City Council to review as necessary (**D6**); it will then be incorporated into the final EOA Document deliverable (**D9**).

City Deliverables: City staff will develop the Buildable Land Inventory and share with the consultant for evaluation and further analysis. City will also assist in the identification site types.

Budget: \$5,000

Estimated Timeline: September - November

TASK 6. ASHLAND LOCAL EOA WITH EQUITY CONSIDERATIONS & CLIMATE IMPACTS

In this task, CAI will present **custom local analyses** go deeper on key dynamics impacting economic development planning for the City of Ashland. Analytical pieces will also highlight impacts to local **priority populations** as identified and engaged in the Inclusive Outreach Plan. This Ashland-specific local EOA analysis will be delivered in an interim fashion as a memorandum (**D7**) before being ultimately incorporated into the final EOA Document deliverable (**D9**).

- 6.1 Prepare Employment Forecast.** CAI will produce an employment forecast for the City of Ashland. Analytics will draw from historical data, econometric modeling, existing regional and industry forecasts, and qualitative resources on the long-term opportunities and growth of major industries in Ashland.
- 6.2 Occupational Analysis.** CAI will build on the **Task 3** occupational analysis by examining occupational and wage trends at the local level, including a look at wages by sector as well as by other segments, including household type and/or educational attainment level, for Ashland and comparison cities. We will explore wage polarization and unskilled labor opportunities.
- 6.3 Local Employment and Firm Dynamics.** CAI will take a closer look at local employment and industry dynamics including local employment mapping by sector; an assessment and ranking of leading firms by employment and/or revenues; analysis of industry concentration and agglomeration; and, a discussion and/or mapping of assets and competitive advantages for both cities. We may examine retail and visitor spending patterns, and their implications for potential target industries.
- 6.4 Commute & Migration Assessment.** CAI will utilize U.S. Census LEHD, ACS, and Census data to map and describe resident and worker commuting patterns into and out of the Rogue Valley, either by city or by census tract, whatever is more insightful/useful. We will analyze migration patterns into the county and both cities and where those folks are coming from and going to.
- 6.5 Industry-Specific Opportunities.** Based on the identification of key industries in **Task 3.1.2**, CAI will conduct research to identify specific sub-industries, activities, occupations, supply chain needs, or other opportunities for sustainable growth and diversification benefiting Ashland. A short list of target industries for recruitment and expansion will be developed, including a matrix of needs related to workforce, land, facilities, and policy / regulatory.

- 6.6 Land Use & Zoning.** CAI will utilize parcel, zoning, and other data to segment and reveal patterns of land use intensity and vacancy, and to understand how zoning may impact them. We will describe constraints that current zoning may present to viable employment use development.
- 6.7 Real Estate Market Analysis.** CAI will utilize public and private data sources, including CoStar proprietary real estate market data, to analyze historic and current market factor trends such as lease and vacancy rates, sales prices, absorption and deliveries, and inventory (in square feet) by typologies including retail, office, hotel, flex, and industrial across local Ashland submarkets.
- 6.8 SWOT Analysis and Strategic Themes.** CAI will prepare an economic Strengths, Weaknesses (Internal/Subjective); Opportunities and Threats (External/Structural) analysis summarizing opportunities and challenges and synthesizing findings into a series of “so-what” statements that will pivot data analysis into strategic insights and imperatives.

CAI Deliverables: Draft and final City of Ashland Local EOA memorandum (D7).

City Deliverables: City staff will review and comment on draft local EOA to enable consultant to finalize draft.

Budget: \$10,500

Estimated Timeline: October - February

TASK 7. COMPREHENSIVE PLAN UPDATES TO GOALS, POLICIES, OR ACTIONS

In this phase of work, CAI will bring together the results of research and analysis, inclusive community engagement, and guidance from City staff to develop a **refreshed series of Goals and Policies consistent with OAR 660-009-0020** aimed at updating the City's vision for its economic future for the next 20 years. Policies will represent coherent individual approaches to achieving each Goal and will include Action steps to guide implementation. CAI will respond to two rounds of consolidated edits from the Client to deliver a revised, final package of Goal and Policy updates for the Comprehensive Plan.

CAI Deliverables: Draft and final City of Ashland Comprehensive Plan update package (D8).

City Deliverables: City staff will review and comment on draft update package to enable consultant to finalize draft.

Budget: \$3,500

Estimated Timeline: March - April

TASK 8. FINAL EOA DOCUMENT DELIVERABLE, PUBLIC PROCESS AND ADOPTION

CAI will assemble and synthesize deliverables from previous tasks into **draft and final versions of a complete Economic Opportunities Analysis document** meeting statutory and client requirements, including addressing priority population and climate change impacts. The final document will be graphic, accessible, and concise and will include a new **Conclusions section** summarizing key findings. CAI will also prepare PowerPoint Presentation summaries of the draft and final EOA for reviews by the Planning Commission and City Council, which CAI will attend remotely, except for the final **Study Session** with City Council which we will attend in person. The City will then initiate and coordinate the adoption process with City Council and the state, and CAI will attend and present these meetings remotely.

- 8.1 Ashland EOA Document Production (D9).** CAI will assemble the work products from **Task 3** (Ashland/Medford Joint Analysis), **Task 4.1** (Summary of Engagement), **Task 5** (Buildable Lands Assessment), and **Task 6** (Ashland Local EOA) into a statutorily complete Economic Opportunities Analysis Document – with an added section on conclusions to summarize key findings – as both an editable Word document and compiled PDF.
- 8.2 First Draft - Planning Commission & City Council Presentations (D10).** CAI will prepare a **PowerPoint Presentation summarizing findings** from the complete first-draft EOA document for review at separate meetings of the Planning Commission and City Council which CAI will attend remotely. City staff will compile changes and return to CAI to incorporate.
- 8.3 Final Draft – Planning Commission & City Council Study Sessions (D11).** CAI will incorporate Planning Commission, City Council, and City staff edits to the first draft and return an updated, **final draft of the complete EOA document**. CAI will then update the PowerPoint presentation for another round of Planning Commission and City Council Study Sessions. **CAI will dedicate at least one key staff member to attend the City Council Study Session in-person.**
- 8.4 Public Hearing & Adoption.** CAI will prepare materials for the public hearing and adoption process for approval of the EOA as a technical support document to the Ashland Comprehensive Plan's Economic Element. This may include assembling final products with any final changes in agreed upon formats and submitting them to the City; and providing written comments relating to findings for the EOA's compliance with Statewide Planning Goals, OAR, and ORS. CAI will virtually attend and present at a Planning Commission public hearing (PC Meeting #4) and City Council Public Hearing and First Reading (CC Meetings #3).

CAI Deliverables: Draft and final City of Ashland Economic Opportunities Analysis complete document (D9) and two rounds of PowerPoint presentation summaries (D10 & D11).

City Deliverables: City staff will review and comment on draft EOA, and will prepare memorandums, agendas and minutes for PC and CC first draft presentations (PC Meeting #2 and CC meeting #1). City staff will compile and transmit all first draft edits to Consultant. For the final draft, City staff will attend PC and CC Study Sessions with consultant; create public meeting notices, agendas, memos, etc.; and create a Staff Report on Final EOA document.

Assumptions: CAI will plan to attend the first-draft PC and CC meetings remotely, as well as the final version study session to the Planning Commission. CAI will initially plan to attend the City Council Study Session on the final version in-person. If both the Planning Commission and City Council study sessions can be scheduled within the timeframe of one visit to Ashland for us, we may attend both study sessions in person. CAI currently plans to attend and present at the PC and CC public hearings and first readings for adoption remotely.

Budget: \$4,500

Estimated Timeline: March - May

TASK 9. EQUITY AND INCLUSION SELF-ASSESSMENT

CAI, in collaboration with DLCD, will assist City staff in the completion of an internal **Equity and Inclusion Assessment** gauging Ashland's performance outcomes against its goals for inclusive outreach and engagement for the project as developed in **Task 2**. The equity and inclusion assessment will be presented

in a separate matrix and report with findings that will be applicable to other City work and for delivery to DLCD per grant requirements.

The assessment will begin with a preliminary review using a list of screening questions that are centered on equity and inclusion. CAI and staff will develop a set of questions for City staff that are responsible for the implementation of the **Inclusive Outreach Plan** to understand any unintentional biases or outcomes that are inequitable to historically under-represented groups. Following staff input, CAI may conduct additional targeted data gathering and/ or focused conversations, at the request of partners.

CAI Deliverables: Equity and inclusion self-assessment matrix & report (D12)

City Deliverables: City staff will co-design assessment questions and matrix, facilitate self-assessment activities, and will compile responses.

Budget: \$2,400

Estimated Timeline: January - March

LIST OF DELIVERABLES

- D1. Final Scope of Work, including detailed tasks, work and meeting schedules, responsibilities, and deliverables
- D2. Business Survey (including up to 3 translated versions)
- D3. Final Ashland/Medford Joint Economic Opportunities Analysis (EOA) Analysis memorandum
- D4. Summary of Engagement
- D5. Refreshed Goals for Economic Development
- D6. Buildable Lands Inventory (BLI) PowerPoint Presentation
- D7. Final City of Ashland Local EOA memorandum
- D8. Final City of Ashland Comprehensive Plan update package (Goals & Policies)
- D9. Final City of Ashland EOA complete document
- D10. PowerPoint presentation 1: Draft Ashland EOA
- D11. PowerPoint presentation 2: Final Ashland EOA
- D12. Equity and Inclusion Self-Assessment Matrix & Report

COST ESTIMATE

The exhibit below presents a draft allocation of the contract budget by task. Throughout the project, CAI will reserve the right to re-allocate dollars invoiced amongst the tasks, provided all deliverables are met as described in the previous sections. CAI will not take on tasks that challenge our ability to deliver the project within budget, without prior consent from the City and a formal acknowledgment of risks, scope trade-offs, or budget increased. Monthly progress reports will maintain awareness of budget status.

Task	Costs
Task 1. Project Kickoff and Project Management	\$6,000
Task 2. Inclusive Outreach Plan	\$21,000
Task 3. Ashland/Medford Joint Analysis - National, State, Regional	\$10,000
Task 4. Ashland Community Outreach, Goals, Strategies	\$5,500
Task 5. Industrial and Commercial Buildable Land Inventory	\$5,000
Task 6. Ashland Local EOA with Equity Considerations and Climate Impacts	\$10,500
Task 7. Comprehensive Plan Updates to Goals, Policies, Actions	\$3,500
Task 8. Final EOA Document Deliverable, Public Process, Adoption	\$4,500
Task 9. Equity and Inclusion Self-Assessment	\$2,400
Total Labor	\$68,400
Travel Costs	\$4,000
Total Fees	\$72,400

Task 3 will be supplemented with an identical line item in CAI's work with Medford.

Travel costs assume two trips with one or two staff per trip, aligned with trips in coordination with concurrent Medford project outreach. Travel timing and purpose to be determined collaboratively with client.

Ashland Economic Opportunity Analysis

Inclusive Outreach Plan

DRAFT
November 4, 2024

OVERVIEW

Development of the Ashland Economic Opportunities Analysis (EOA) will draw from the perspectives of Ashland, its partners, and a diverse array of local leaders, as indicated in this Inclusive Outreach Plan. Outreach will include engagement of local government, business, and non-profit representatives and stakeholders, as well as historically marginalized communities. This work will yield perspectives and content relevant to the economic context and future of Ashland. Findings from these outreach efforts will inform Ashland's updated EOA and updates to Ashland's Economic Element of the Comprehensive Plan.

This Inclusive Outreach Plan presents the engagement activities, timing, and responsibilities for CAI, City staff, and partners to lead or support while developing the Economic Opportunity Analysis (EOA). For all activities listed in this plan, we will measure engagement with priority populations. These results will inform an internal Equity and Inclusion Self-Assessment, to be completed at the conclusion of the project, which will gauge Ashland's performance outcomes against its goals for inclusive outreach.

This draft plan has been delivered to City staff and the Committee on Community Involvement for review and approval.

SUMMARY OF ACTIVITIES

CAI will facilitate outreach including the following. Meetings are assumed to be virtual unless specified otherwise.

- One (1) Committee on Community Involvement meeting to review and approve this Inclusive Outreach Plan
- Up to six (6) interviews to orient the project and better outline Ashland's economy and its role in the region
- Up to four (4) focus group meetings to socialize key themes and strategic content and collect feedback
- One (1) studio / pop-up event which may be utilized to distribute and collect surveys and/or to understand public preferences regarding priority goals and policies for Ashland's economic future

- One (1) business and resident survey to focus on the area’s industries, workforce, supply chains and other economic considerations as well as elevate equity considerations.
- Three (3) public hearings of the Planning Commission
- Three (3) public hearings of the City Council

IDENTIFICATION OF PRIORITY POPULATIONS

Outreach conducted as part of this project aims to employ a broad and inclusive approach. This approach includes working with City Staff and the CCI to first identify historically underrepresented or disenfranchised populations for priority outreach and second to set equity targets for engaging with these groups within the outreach activities outlined in this plan.

CAI, in discussion with the City, has identified a priority for inclusive outreach in Ashland to engage with participants and businesses who represent a diverse geographic range within the city’s borders. CAI will continue to work with City staff and take direction from the CCI to further identify priority populations and to set equity targets for outreach. Additional priority populations may also include migrant, foreign born, and non-citizen communities; communities of color, including Ashland’s Hispanic community; seniors; differently-abled community; young people; workers with high school degree or less; and/or veterans.

While pursuing outreach, CAI will track participation and feedback against the equity targets that have been determined, following a pattern such as: *“X% or number of participants were of X population, X number of businesses identified as X population-owned, etc...”* This information will be used to complete an Equity and Inclusion Self-Assessment.

OUTREACH ACTIVITIES BY TYPE

Committee for Community Involvement

The Committee for Community Involvement group of the Planning Commission will review and approve a final version of this Inclusive Outreach Plan prior to implementation. Input from the CCI will also help to identify priority populations and equity considerations.

Interviews

In depth discussions in interviews will aim to orient the project and gather specific insights, ideas, and context surrounding Ashland’s economy and regional role. Participants in interviews should include key stakeholders and big-picture thinkers that understand Ashland and its role in the region.

Interview questions should be flexible and responsive to the primary data collection and emerging gaps in data. Topics of discussion will be tailored to the interview participants and may ask for perspectives on the following:

- Key drivers and dynamics of Ashland's economy
- Ashland's role and influence within the broader regional economy
- Strengths and competitive advantages in the regional market
- Challenges or barriers to economic growth and development
- Emerging industries, sectors, or economic opportunities for Ashland
- Infrastructure needs and potential improvements for economic sustainability
- Impact of local, state, and regional policies on Ashland's economic landscape
- Collaboration and partnerships within the region (public, private, and non-profit sectors)
- Vision for Ashland's future economic direction and growth
- Community values and how they influence economic development decisions

Focus Groups

Focus group discussions are expected to occur in early 2025 and aim to cover specific needs and challenges, the impact of key economic trends, and emerging opportunities. Focus groups may represent anchor industries, employers, key communities, neighborhood associations, or other sectors yet to be identified.

Potential focus groups proposed during the kickoff meeting or subsequent meetings included specific industry groups or other important stakeholders, such as the following:

- Health Care / Elder Care
- University / Education
- Arts and Entertainment
- Tourism
- Parks & Rec
- Land Owners & Developers

Studios / Pop-Up Events

Studios or pop-up events allow for widespread public participation. These events are anticipated to be both in-person or virtual. They will focus on gathering public input or reactions to content and serve as a platform for distributing and collecting surveys.

Studios or pop-up events may also be useful later in the project timeline to solicit public preferences on economic goals and policies. This effort will inform goals and policies to be included in a future update of Ashland's Comprehensive Plan (economic chapter VII) following the conclusion of the EOA.

Business and Resident Survey

A business and resident survey will aim to collect community perspectives on a vision for Ashland's future economy as well as strengths and weaknesses of Ashland's economy.

The survey will be accessible online, via QR code, and in print for studio/pop-up events, with the possibility of being mailed to existing distribution lists and city mailings. Once the survey closes, CAI will conduct a thorough analysis of the results.

The survey topics below build upon previous surveying efforts from the 2022 Economic Diversification Study by the Chamber of Commerce in order to avoid survey fatigue for Ashland's business community.

Draft Survey Topics:

- Respondent Demographics
 - Where Respondent Lives
 - Where Respondent Works
 - Whether respondent represents a business interest
- Visioning
 - Vision for Ashland's economic future
 - What types of businesses would like to see expand or locate to Ashland
 - Equity concerns in Ashland's economy
- SWOT
 - Strengths and assets in Ashland's economy
 - Opportunities for Ashland's economy
 - Weaknesses or economic challenges in Ashland
- Business Demographics
 - Primary Industry
 - Length of operation
 - Number of employees
 - Business Location
- Business challenges
 - Industry-specific challenges
 - Economic factors / environment
- Vision for Ashland's business environment
 - Support from Ashland for businesses

WORKING DRAFT SCHEDULE

The schedule outlined below anticipates the general order and timing of outreach activities.

Month	Estimated Dates for Activities
October	• Draft Inclusive Outreach Plan • Field Work & City Tour (10/21, in-person)
November	• Deliver CCI materials (11/5) • CCI meeting (11/12) • Determine equity targets • Launch business and resident survey • Begin orientation interviews
December	• Close business and resident survey
January	• Begin focus groups
February	• Studio / pop up meetings • Pop-ups and focus groups (in-person)
March	• Draft and Final Engagement Summary • Final presentation (in-person)

DISCUSSION ITEM

2025 Priorities & Workplan Discussion

Memo

DATE: November 12, 2024
TO: Planning Commissioners
FROM: Derek Severson, *Planning Manager*
RE: 2025 Priorities & Workplan Discussion

Background

The City Council "LookAhead" includes a study session on Monday, December 16th to consider Advisory Committee workplans and celebrate community volunteers. Committee and Commission Chairs are expected to be in attendance to respond to questions and receive Council feedback. Assuming this will be handled like other study sessions, it will be held at 5:30 p.m. at the Council Chambers; should this change, staff will make you aware.

The Planning Commission is somewhat unique among advisory bodies to the Council in that the bulk of its work plan is driven by development proposals, Council direction and legislative mandates from the state rather than an independent work plan.

2025 Work Plan

As the Commission considers how to convey its work plan and priorities for the coming year, staff have compiled the following list of anticipated larger current planning projects and on-going long range items:

Current Planning

The following projects are either now in review or applications are expected at any time.

- **Annexation for 1511 Highway 99N**
A new Grand Terrace application has been received and is now in review.
- **Annexation for 300 Clay St**
An application has been received and is now in review.
- **Kestrel Park Subdivision Multi-Family Zoned Portion**
An application has been received and is now in review.

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- **Annexation and Master Plan Modification for the former Croman Mill site**

Discussions with Townmakers, LLC are on-going, the property owners continue to work with Oregon DEQ on clean-up, and an application is anticipated at any time.

Long Range Planning

- **Climate Friendly Areas (CFA) Designation & Zoning Code Amendments**

A Council study session occurred on November 4th. The project consultant team including 3J Consulting, JET Planning and EConorthwest are now working on draft code language which will come back to the Planning Commission and Council for review later this fall. The deadline for this project has been extended by the state until June 30, 2025. *[This project is funded through a grant from the Department of Land Conservation & Development.]*

- **Walkable Design Standards Ordinance Adoption**

Staff are working with Cascadia Partners to develop code changes necessary to implement Walkable Design Standards required under the Climate Friendly & Equitable Communities (CFEC) rules. It is hoped that any necessary code changes will be adopted in conjunction with the CFA adoption process. *[This project is funded through a grant from the Department of Land Conservation & Development.]*

- **Manufactured Home Park Zoning Ordinance**

3J Consulting is working with staff to develop a 'Manufactured Home Park Zone' ordinance which is one of the strategies identified in the recently adopted Housing Production Strategy. This item is to be complete by mid-2025. *[This project is funded through a grant from the Department of Land Conservation & Development.]*

- **Economic Opportunities Analysis (EOA)**

An Economic Opportunity Analysis (EOA) is moving ahead with Community Attributes, Inc. (CAI). The City of Medford is also currently conducting an EOA with CAI, and it is hoped that this will provide an opportunity for coordinated consideration of regional economic issues. The EOA is planned for completion mid-2025. *[This project is funded in part through a grant from the Department of Land Conservation & Development.]*

- **Southern Oregon University Master Plan**

Southern Oregon University staff and counsel have been in on-going discussions with Planning staff and have had a campus open house to discuss the upcoming master plan update. Staff anticipate that a pre-application submittal will be received this fall and that an application for a "light update" of the existing 2010 Master Plan will be received early in 2025.

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- **Transportation System Plan (TSP) Update**

Public Works will begin a TSP update in mid-2025. Given that planning for newly identified Climate Friendly Areas will be key to the update process and that the city is expected to handle the full public engagement portion of the project, staff anticipate that the Planning Commission and Planning staff will play a bigger role in this update than they have in past updates.

- **Railroad Property**

Clean-up of the Railroad Property is expected to begin in the spring of 2025. With clean-up, the property would then be in a position to be sold for redevelopment. Staff would anticipate that there will be some post clean-up discussion of the property's future potential.

- **Homeless Services Action Plan**

Planning staff continue to work with Housing program staff, the Housing and Human Services Advisory Committee and their subcommittee to develop plans for the future of 2200 Ashland Street and a Homeless Services Action Plan. This will be discussed by the Council on November 18th.

Next Steps

Tonight's meeting is an opportunity to identify any Commission priorities beyond the task list above for the coming year.

The December 16th study session will allow the Commission to communicate its priorities and proposed workplan to the Council and hear any feedback.

REFERENCES & ATTACHMENTS

None.

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