

Council Communication

May 16, 2016, Study Session

Discussion of Jail Bed Rental Agreement with Jackson County

FROM:

Dave Kanner, city administrator, dave.kanner@ashland.or.us

SUMMARY

The City has prepared an agreement with Jackson County for the rental of jail beds that would be reserved for offenders convicted of crimes in Ashland Municipal Court. Councilor Marsh has requested a study session discussion of how the Court will determine who is sentenced to jail terms.

BACKGROUND AND POLICY IMPLICATIONS:

The Council earlier this year identified jail bed rental as a priority tactic for dealing with downtown behavior issues. Pursuant to Council direction, staff has prepared an agreement with Jackson County whereby the County will reserve two jail beds for the exclusive use of the Ashland Municipal Court. This gives the Court the ability to sentence convicted offenders to jail rather than to the Talent Work Center or some other sanction. Municipal Court Judge Pam Turner and Assistant City Attorney Doug McGeary will attend the study session to explain to the Council how and under what circumstances the jail beds will be used.

COUNCIL GOALS SUPPORTED:

Public Safety

23. *Support innovative programs that protect the community.*

FISCAL IMPLICATIONS:

The agreement with Jackson County would cost \$73,000 annually if both beds were filled on all days.

STAFF RECOMMENDATION AND REQUESTED ACTION:

N/A. This is for information only.

SUGGESTED MOTION:

N/A. This is for information only.

ATTACHMENTS:

IGA between Jackson County and the City of Ashland
Minutes of March 15, 2016, Council business meeting



INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY AND THE CITY OF ASHLAND FOR HOUSING ADULT PRISONERS IN THE JACKSON COUNTY JAIL

This agreement is made by and between The City of Ashland, a political subdivision of the State of Oregon, ("Ashland") and Jackson County a political subdivision of the State of Oregon, ("Jackson County"), each acting through its authorized officials.

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provision of ORS Chapter 190 entitled INTERGOVERNMENTAL COOPERATION, the County is authorized to jointly provide for the performance of a function or activity in cooperation with a unit of local government that includes a city or other governmental authority in Oregon. By acceptance of this Agreement, Ashland certifies it meets the above criteria for eligibility for such cooperation with the County.
2. As a result of this agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designed herein to perform specified functions or activities is vested with all powers, rights, and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

WHEREAS, Jackson County operates the Jackson County Jail ("facility") with limited housing space available for housing adult prisoners from other cities.

WHEREAS, Ashland desires to detain in a humane and secure environment, both male and female adult prisoners, but lacks the ability to do so.

WHEREAS, Ashland desires to reserve (2) beds per day in the facility on an as-needed basis.

WHEREAS, Jackson County is willing to make the desired bed space available to Ashland in accordance with this agreement in order to partially offset its cost for operation of the facility while still maintaining adequate space for its own needs.

IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS STATED BELOW, ASHLAND AND JACKSON COUNTY AGREE AS FOLLOWS:

Section 1. Jackson County shall.

a. Admission Services.

- (1) Any pre-trial or sentenced adult inmate of either sex held in the legal custody of Ashland on charges arising in Jackson County shall be admitted to the facility upon written request of Ashland or the agency's authorized representative, subject to the terms of this agreement.

- (2) There shall be reserved to the exclusive use of Ashland, upon request from an authorized representative, at least 2 bed spaces within the facility for Ashland adult inmates.
 - (3) Jackson County, acting through its correctional facility staff, shall have discretion to refuse acceptance of any inmate placed under this agreement where it is reasonably believed that such placement does not comply with lawful requirements of facility regulations, State statutes, or court orders, or when it appears that the physical condition of the placed inmate requires immediate medical attention.
- b. Supervision Services. Inmates admitted under this agreement shall receive the quality, level and manner of care and supervision by Jackson County as any other inmate housed in the facility.
 - c. Release Services. Jackson County shall release inmates placed under this agreement only upon notification by persons authorized by Ashland or pursuant to court order, provided, however, that Jackson County, upon written notice to Ashland may act to require the release of any inmate it reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this agreement is intended to relieve Ashland from the duty to monitor the period that an inmate is detained. Ashland agrees to defend and hold Jackson County harmless from any claim of detention in excess of lawful limits brought or on behalf of any inmate placed as provided above.

Section 2. Medical Services.

- a. Jackson County shall provide Ashland inmates with the routine medical care inside the facility. The level of care inside the facility will be the same as that provided to any other inmate in the facility. This level of care includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter medications and, any prescription medications routinely stocked by the facility which are provided to other inmates. The cost of all routine medical care inside the facility is covered by the per diem rate.
- b. Ashland is financially responsible for all costs for medical care provided Ashland inmates outside the facility.
- c. If Jackson County determines that a need for emergency services of any kind exists, that determination shall control, and Jackson County is hereby authorized to take appropriate action, to secure such services. Jackson County shall provide Ashland with immediate notice of such emergency services and Ashland shall reimburse Jackson County for any expenses connected therewith over and above the base cost established in Section 4 of this agreement.
- d. In no event shall Jackson County invoice Ashland for more than Jackson County's out of pocket expenses in securing emergency services for an Ashland inmate. For purposes of this agreement, "emergency" shall mean any occurrence or situation involving illness, injury or disability requiring immediate medical, dental or psychological services wherein delay in the provision of such services arises out of Jackson County's negligent operation of the facility.

Section 3. Ashland Shall.

- a. Written Statement. Ashland shall provide a written statement to Jackson County for each adult inmate detailing the basis for custody and length of sentence applicable. Any applicable court order or detainer shall be attached to the written statement. All pertinent medical information shall accompany the inmate and be provided to the medical staff for follow up evaluations.
- b. Authorization to Act. Ashland shall provide Jackson County current identities of persons authorized to act under this agreement on behalf of Ashland.
- c. Transportation. Ashland's authorized representative shall provide all transportation of Ashland inmates to and from the facility at no expense to Jackson County. Transportation to Ashland Municipal Court will be the responsibility of Ashland (unless the appearance can be done via video).
- d. Bed Management. Ashland will be solely responsible for the management of the rented beds. Ashland inmates designated in writing will be removed from the Jackson County Jail Release Matrix and will be kept in custody until completion of their sentence or when Jackson County is notified that Ashland no longer wishes that an inmate be assigned to one of the rented beds. The inmate will then either be released or placed back onto the Jackson County Jail Release Matrix.
- e. Release Information. Ashland shall provide Jackson County any required written evidence of authorization or other court orders or reports necessary to release any inmate placed under this agreement. Routine releases of Ashland inmates will take place in Jackson County. Ashland will be responsible for calculation of statutory good time, work time and release date of all Ashland inmates. Jackson County will provide Ashland with the necessary data to make these calculations.
- f. Extraordinary Care. Upon prior approval by Jackson County, Ashland shall reimburse Jackson County for any expenses reasonably incurred in the care and supervision of a placed inmate which would exceed the level of care and supervision customarily furnished to detained inmates, including but not limited to specially tailored clothing, footwear, prosthesis, remedial tutoring, eye glasses, dentures, hearing aids and similar devices.
- g. Removal of Inmates. Ashland shall remove any placed inmate that Jackson County determines in its sole discretion, to be a substantial risk to the security or safety of the facility on 48 hours' notice from Jackson County.
- h. Court Orders. Ashland shall furnish promptly to Jackson County in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed inmate.
- i. Habeas Corpus. In the event a Ashland inmate in the physical custody of Jackson County is the subject of a habeas corpus or other proceeding seeking

release from custody, Jackson County shall have no duty to defend or appear in the proceeding. At its option, Ashland may defend or appear in the proceeding. Jackson County will promptly notify Ashland of any proceeding of which it is aware that seeks release of an Ashland inmate from Jackson County.

- J. Payment. All sums due Jackson County under this agreement shall be remitted to:

Jackson County Sheriff's Office, Attn: Sue Watkins
5179 Crater Lake Hwy, Central Point, OR 97502

Section 4. Cost.

- a. Base Cost. While this agreement is in effect, the base cost to Ashland shall be \$100.00 per day per bed for up to two (2) beds. This charge will only apply when an authorized representative from Ashland has designated in writing that Ashland wishes to use one or more of the two contracted beds.
- b. Other costs. In addition to the base cost, Ashland shall pay to Jackson County the costs of emergency services and extraordinary care for Ashland inmates.
- c. Ashland shall make payment to Jackson County not later than the 20th day of the month following Ashland's receipt of Jackson County's monthly billing in payment for services rendered in accordance with the agreement.

Section 5. Liability.

- a. No provision contained in this agreement is intended to relieve Ashland from any claim brought by or on behalf of an injured party as a result of Jackson County releasing an inmate or for any claim brought by or on behalf of an inmate for failure by Jackson County to release an inmate pursuant to the conditions as set forth in Sections 1.c and 3.e above. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, Ashland agrees to defend and hold harmless Jackson County from any claim brought by or on behalf of an injured party as a result of Jackson County releasing an inmate or from any claim by or on behalf of an inmate as a result of failure by Jackson County to release that inmate pursuant to the conditions as set forth in Sections 1.c and 3.e above.
- b. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, Jackson County agrees to defend and hold Ashland, its elected officials, officers, employees, and agents harmless from any claim brought under federal civil rights law including 42 U.S.C. 1983, and pursuant to the Oregon Tort Claims Act and shall indemnify Ashland, its elected officials, officers, agents and employees for any loss proximately and legally caused by the conduct of Jackson County's elected officials, officers or employees in the performance of the obligations required by the terms of this agreement except for claims brought related to the release or failure to release an inmate pursuant to the conditions set forth in Sections 1.c and 3.e as set forth in Section 5.a.

Section 6. Amendments, No Assignments, Construction.

- a. This agreement may be amended only by written Amendment and included as part of the agreement when properly signed by both parties.
- b. Neither party shall assign or otherwise transfer its interest in this agreement.
- c. This agreement shall be construed and enforced in accordance with the laws of the State or Oregon.

Section 7. Term.

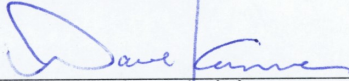
- a. Term. Unless terminated in accordance with subsection (b), the term of this agreement is from the effective date through June 30, 2019. The effective date is May 1, 2016, or the last date signed by the parties below, whichever is later. The charges established by Section 4 ("Cost") shall not accrue until the date inmate(s) are delivered to Jackson County Jail or 30 days after the effective date, whichever occurs first.
- b. Without Cause. This agreement may be terminated by mutual consent of the parties or by either party upon thirty (30) days' notice, in writing or delivered by certified mail or in person.
- c. For Cause by Jackson County. Jackson County may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Ashland or at such later date as may be established by Jackson County under any of the following conditions:
 - (1) If Ashland's funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow the performance of the Agreement or insufficient funds are appropriated by the Ashland City Council to meet's Ashland's obligations under this agreement;
 - (2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the performance is no longer allowable or appropriate or are no longer eligible for the funding proposed payments authorized by this Agreement.
- d. For Default or Breach. Either Jackson County or Ashland may terminate this Agreement in the event of a breach of the Agreement by any party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of notice, or within such period as the party giving notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
- e. Obligation/Liability of Parties: Termination or modification of this Agreement pursuant to subsections a, b, c, or d above shall be without prejudice to any

Ashland Housing Agreement

obligations or liabilities of either party already accrued prior to such termination or modification.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter. Each party, by signature below of its authorized representatives, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to execute this agreement.

CITY OF ASHLAND



Dave Kanner, City Administrator

JACKSON COUNTY

Danny Jordan, County Administrator

County Counsel

Corey Falls, Jackson County Sheriff

**MINUTES FOR THE REGULAR MEETING
ASHLAND CITY COUNCIL
March 15, 2016
Council Chambers
1175 E. Main Street**

CALL TO ORDER

Mayor Stromberg called the meeting to order at 7:00 p.m. in the Civic Center Council Chambers.

ROLL CALL

Councilor Voisin, Morris, Lemhouse, Seffinger, Rosenthal, and Marsh were present.

MAYOR'S ANNOUNCEMENTS

Mayor Stromberg announced applications were due on March 18, 2016 for the annual appointments of Commissions, Committees, and Boards.

The Mayor asked the Council to endorse the Rogue Valley Transportation District's serial levy.

Councilor Voisin/Seffinger m/s to add the Council's endorsement of the Rogue Valley Transportation District's serial levy. Voice Vote: all AYES. Motion passed.

APPROVAL OF MINUTES

The minutes of the Study Session of February 29, 2016, Executive Session of February 29, 2016 and Business Meeting of March 1, 2016 were approved as presented.

SPECIAL PRESENTATIONS & AWARDS

Mayor's proclamation of April 3-9, 2016 as Arbor Week in Ashland was read aloud.

Associate Planner Derek Severson and Tree Commission vice Chair Christopher John provided the annual presentation on the Tree Commission. Vice Chair John explained in 2015, the Commission reviewed and made recommendations on 51 land use applications including the Plaza planting in the downtown beautification projects. They conducted Arbor Week events and presented the Tree of the Year award to Southern Oregon University for a Silver Maple. The Commission had a table at the Earth Day event and began updating the City's Street Tree Guide and analyzing the street tree removal process. They worked with the Conservation Division staff to develop a tree watering guide during drought and participated in ordinance updates for wildfire land and the airport. He went on to list Arbor Week 2016 events that would include a presentation by James Urban, the leading authority in the country on urban tree planting and preservation. Earth Day would occur April 23, 2016.

Public Works Director Mike Faught presented a plaque to Senior Water Treatment Plant Operator Dave Onkka and Water Treatment Plant Supervisor Greg Hunter for their contributions in Ashland winning the "Best Tasting Water" award from the Southern Oregon Subsection of the Pacific Northwest Section of American Water Works Association. Mr. Hunter explained the award enabled Ashland to participate in the regionals. If Ashland won at the regionals, they would progress to the nationals.

Police Chief Tighe O'Meara explained use of force by the Police Department in 2015 was down approximately 55% compared to 2014. The use of force employed was low level. The decline was due to one individual currently incarcerated who in 2014 accounted for 50% of the department's use of force cases. Also contributing to the decrease was the use of body cameras. There were no Taser deployments in 2015.

Ashland crime rate was based on part one crimes defined by the FBI as homicide, rape, robbery, aggravated

assault, burglary, auto theft, and larceny. The numbers of part one crimes in 2015 were similar to 2014 at 641 incidents. There were 20 violent crimes in 2015 that consisted of homicide, rape, robbery, and aggravated assault. The national clearance rate for part one crimes was 21%. The Ashland Police Department achieved a 36% clearance rate for part one crimes and 90% for violent crimes. In 2015 there were 199 violations issued in the Enhanced Law Enforcement Area (ELEA) that resulted in expelling ten people from the area. Chief O'Meara clarified expulsion periods were not permanent and described the process. He confirmed there was a core of individuals subject to ELEA expulsion that overlapped yearly.

The Police Department experienced the highest number of calls for service in the downtown area regarding disorderly type behavior not considered disorderly conduct totaling 322 compared to 2014 at 199. In 2013, there were 264 calls, 310 in 2012, and 214 in 2011. He would include total arrests throughout the city in the 2016 report as well as the number of calls regarding domestic violence.

CONSENT AGENDA

1. Minutes of boards, commissions, and committees

City Administrator Dave Kanner noted Airport Commission minutes indicated 2015 in the meeting date and should be 2016.

Councilor Rosenthal/Marsh m/s to approve Consent Agenda item as amended. Voice Vote: all AYES. Motion passed.

PUBLIC FORUM

Huelz Gutcheon/2253 Hwy 99/ Syrians were having problems, gas wars, and severe drought for the past three years acerbated by climate change and bad government policies. It forced over one million Syrian farmers to move to overcrowded cities, Turkey, and Greece where hundreds have drowned. Syrian droughts will become more frequent and severe. Then over here, Americans made up more than half of the carbons in the atmosphere and in Ashland, we cannot figure out if we should burn wood or methane. We need to have no burning and zero net energy homes. The code said we have to kill the planet and our own town. Council could vote to request an exception to the code and staff would put the exception through fast. He thought there should be a contest where everyone put in a date on when Ashland would have zero net energy growth. Someone offered an electric car as a prize. He would be back with details.

Deric Johnson/11 Valley View Rd/Spoke of behalf of Human Rights Oregon and submitted a resolution for housing first into the record that would make Ashland a Housing First City.

Tina Stevens/572 Clover Lane/Explained the Ashland Community Resource Center would take an active interest in reducing the behavior issues in the downtown area during the year by contacting businesses in Ashland who would be able to refer people to the Center. Ashland Community Resource Center would distribute brochures to downtown businesses as well.

Vanessa Houk/137 5th Street/Noted the deaths of two homeless men, one who died when a tree fell on the tent he and his son were sleeping in by Mt. Ashland and another who froze to death under a bridge December 2015. Providing emergency winter shelter fit Ashland's shared values and was the right thing to do. As the Council moved towards removing Pioneer Hall from a shared public space, she urged them to ensure a plan was in place for another emergency shelter before fall 2016.

Kate Wenzell/Ashland Motel/Explained she had been homeless for three years and gave insight into homeless behavior issues with travelers. It was a misunderstood group. Most homeless people had suffered significant abuse or trauma as well as harm from street culture. Three main reasons for behavioral issues were mental illness, substance addiction, and street culture itself. Street culture was brasher than regular culture due to people being in survival mode. Most of the issues she had heard about came from street kids

and street culture with the street kids had gotten worse. Anarchy was the new hippie and it was an angry and violent movement. A lot of disruptive behavior came from a cry for help subconsciously whereas the truly dangerous did not attract attention. Homeless people felt the ordinances cities across the nation were putting into effect was an attack on their ability to survive and would ultimately backfire.

Jim Wells/321 Clay Street/ Spoke of the significance of the Ashland Forest Resiliency (AFR) project. He was the outgoing chair of the Southern Oregon Prescribed Fire Network Steering Committee. The goal of restoration forestry was to manage forests so their eco-system processes could freely operate in them. Wildfire was one of the most essential of the eco-system processes and the only one humans had the ability to facilitate. The highest goal of the AFR program was to manage forest eco-systems so wild fire could freely operate in them to produce all the eco-system benefits. The land needed wildfire.

PUBLIC HEARINGS (None)

NEW AND MISCELLANEOUS BUSINESS (None)

Council agreed to move **ORDINANCES, RESOLUTIONS AND CONTRACTS** before **UNFINISHED BUSINESS**.

ORDINANCES, RESOLUTIONS AND CONTRACTS

1. Approval of a resolution titled, “A resolution modifying solid waste franchise rates and fees”

Management Analyst Adam Hanks explained this was the second annual consumer price index (CPI) rate increase for the solid waste franchise. In 2013, the City developed a new franchise agreement with the intention to control rates with manageable annual increases relating to an operating margin for the solid waste franchisee between 8%-12%. The resolution would adopt a 1.2% CPI adjustment to maintain the 8%-12% operative margin for Recology. The resolution would also update second cart rates and bear proof cart charges. It change the methodology for the sticker program, and a potentially create a cart re-delivery fee.

Recology General Manager Gary Blake explained they would migrate the \$33.53 rate for five stickers in the sticker program to an on call service that averaged \$8 per pick up. Recology charged the same rate for recycling carts whether they were 32-gallon or 64-gallon for customer capacity. There was no charge to upgrade from a 32-gallon to a 64-gallon cart. Mr. Blake would research why the rates varied for medical waste. City Administrator Dave Kanner added the on call service was the incentive that rewarded people who recycled more.

Mr. Blake estimated there were 120 bear resistant carts in use throughout the city. He was not sure how many had been replaced due to damage from bears or the cart being overloaded causing the lid to skew and latch to spring. Recology would grandfather the existing customers with bear resistant carts. He addressed automation and explained that currently one third of Ashland was automated with an overall target to automate 75%. Hills, narrow alleys, and streets prevented Ashland from being 100% automated.

Debra Neisewander /1159 Tolman Creek Road/Explained the majority of bear carts had a faulty latch. Recology staff damaged the lids because they were top heavy and some bear carts were so old that bears eventually get into them. Most of the customers she had talked to reported that Recology did nothing to replace damaged or missing carts. The customers purchased the bear resistant carts and it was their responsibility if something happened.

Councilor Voisin/Marsh m/s to approve Resolution #2016-01. DISCUSSION: Councilor Voisin thought the proposed changes were reasonable and fair. Councilor Marsh agreed. Mr. Kanner thanked Recology and explained per the franchise agreement they could have requested a rate review and instead

accepted a CPI increase of 1.2%. **Roll Call Vote: Councilor Lemhouse, Rosenthal, Morris, Voisin, Marsh, and Seffinger, YES. Motion passed.**

2. Approval of a resolution titled, “A resolution of the City of Ashland to submit to the voters at the November 8, 2016, General Election an ordinance establishing a tax on the sale of recreational marijuana and marijuana-infused products in the City of Ashland”

City Administrator Dave Kanner explained the resolution referred to the voters an ordinance that would assess a 3% sales tax on recreational marijuana at OLCC licensed retail outlets within the City. Under Oregon law, the ordinance was not effective unless approved by the voters in a general election. He went on to note changes to **Exhibit A** under **Summary** the last sentence in the second paragraph should read, **“The local tax is over and above the 17% state tax that will be applied to sales of recreational marijuana effective January 1, 2017.”** Under the **Explanatory Statement**, third paragraph, first sentence should read, **“...17% on recreational marijuana sales effective January 1, 2017...”** Same paragraph, second to last sentence should read, **“This tax revenue, if approved...”** In the last paragraph under **Result of a “No” Vote** the first sentence should read, **“If this measure does not pass, Ashland will be unable to impose a tax on the sale of recreational marijuana...”** The last sentence under the same section should read, **“The 17% state tax would continue to be imposed after January 1, 2017.”**

Councilor Rosenthal provided the following changes. Under **Exhibit A, Summary** he suggested removing the word **“has”** from the first sentence to read, **“The Ashland City Council approved an ordinance...”** Under **Explanatory Statement**, striking **“will”** and **“that”** so the sentence would read, **“Passage of this ballot measure enacts an ordinance approved by the Ashland City Council imposing a 3% tax on the sale of recreational marijuana...”** Remove **“which”** from the next sentence, **“The voters of the State of Oregon in November 2014 approved ballot measure 91 legalizing the possession...”** Remove the word **“which”** from the third sentence to read, **“The Oregon Legislature in 2015 approved House Bill 2014 imposing a state tax...”** Paragraph four, first sentence would read, **“It is unknown at this time how much money would be raised by a local marijuana tax, as the tax is dependent on the number of licensed retail outlets that are...”**

Councilor Marsh/Morris m/s to approve Resolution #2016-02 as amended. DISCUSSION: Councilor Marsh thought the resolution was appropriate. **Roll Call Vote: Councilor Voisin, Seffinger, Morris, Rosenthal, Lemhouse, and Marsh, YES.**

UNFINISHED BUSINESS

1. Continued discussion of financing options for tactics to address downtown behavior issues.

Mayor Stromberg explained why he thought homelessness was an actual state of trauma that could lead to other mental health problems. Structures and processes that work within a stable society may have an opposite affect when applied to the homeless. Monetary punishment and sanctions were impossible for homeless people to pay yet they were expected to go through the judicial process that did not provide alternatives to make amends. Everyone shared the public space and misbehavior in that space was not acceptable. The issues reached a tipping point last year characterized as addressing disruptive behavior while caring for the community’s local homeless people. He expanded the description of the problem to include the volume of people coming to town and hanging in the streets that could be exceeding Ashland’s capacity.

Another issue was camping on public and private property that resulted in trash and human waste. This tends to occur throughout the town, in the adjacent County area and in the watershed. Many west coast cities and towns along the I-5 corridor were experiencing similar problems.

The Rogue Valley was a natural geographic area with problems from Grants Pass to Medford to Ashland where something serious and permanent was happening. In addition to connecting with these other cities,

Ashland may want to connect with Santa Cruz CA and San Rafael CA. In establishing a cohesive community effort to deal with these problems, Ashland could attract the support of various organizations and agencies. He presented a slide showing all the local organizations involved with people on the street and described each one.

He went on to explain the Downtown Streets program was a Silicon Valley startup that was ten years old and focused on the area of social benefit. They were successful in the San Francisco Bay area. Downtown Streets provided manageable paths for people to get out of homelessness. It gave anyone on the streets the opportunity to do meaningful work for vouchers that helped meet basic needs. Individuals on the team received recognition and appreciation from the public and began to rejoin society. While working on a Downtown Streets Team they did not panhandle. The homeless people working on these teams start to affect the culture of the other people on the street as well as the perception of the homed.

The program would cost \$330,000 for the first year. They would bring two of their forty experts in the San Francisco Bay area to Ashland. This was a three-year budget plan where the City could get financial support for the second and third years through other organizations and foundations. After that, the City could go for local money and research the possibility of using Community Development Block Grant (CDBG) funds.

City Administrator Dave Kanner explained staff researched four tactics Council was interested in pursuing regarding downtown behavioral issues. The first tactic involved hiring four additional police cadets during the summer months for \$25,000. Due to the lower cost of fuel, the Police Department had the money to fund four more cadets. It might be difficult to find four additional qualified cadets.

The second tactic would hire a social service agency to provide outreach workers on the street during the summer. Community Works was the only agency that responded to the City's letter of interest and could provide two social outreach workers for \$38,189 from May through September. Fuel savings in the General Fund from the Police and Fire Departments could potentially fund this option. There was some risk using projected savings not budgeted.

The third tactic was establishing a downtown ambassador program for approximately \$35,000 by hiring temporary part time employees or contracting with another organization. Ambassadors were uniformed customer service agents who patrolled the downtown. Council had wanted to wait and see if a community organization volunteered to provide the service. Ashland Connects might be interested.

The fourth tactic was renting jail beds from Jackson County for \$73,000 per year. The cost assumed both beds were in use daily for the entire year however, Jackson County would charge the City only for the days someone was using the bed. Mr. Kanner recommended budgeting for \$73,000 and rolling the remaining amount into the next budget cycle. It would be complicated to allocate an amount for anything less.

Police Chief O'Meara further explained that a matrix is used, based on the severity of the crime, for determining the use of the jail beds. He assured Council the beds would be used only for those sentenced by Ashland Municipal Court and a Memorandum of Understanding would be signed by Jackson County with the City of Ashland that outlined the cooperative agreement on the use of these beds.

Bob Riddle/125 E Main Street/Explained he was the general manager of Paddington Station store downtown. He asked Council to prioritize the reallocation of \$25,000 within the current budget to contract with Jackson County for two jail beds. This was an essential deterrent to law violators in Ashland. Currently the travelers knew the City would not impede their accelerating disrespect for the law with daily misbehavior. The constant public use of drugs and marijuana as well as the vulgar use of language and profanity would just continue. Many of the travelers had chased out Ashland's local homeless. The Ashland Police Department needed to provide more uniform coverage throughout Ashland. He wanted the behavior

issues addressed in the entire city. He agreed no one should profile an individual. Together the community could encourage a welcoming and safe Ashland experience for all visitors and locals.

Vanessa Nowitzky/102 Garfield Street/Read an article on reducing the criminalization of homeless people through municipal ordinances. She thought the City could use some of the marijuana tax to extend the City's winter shelter at Pioneer Hall. She suggested ordinances that prevented property owners from making clean, safe, apartments so expensive. She questioned what attracted people to Ashland, beauty or a beautiful façade.

Allen Drescher/21 so 2nd Street/Noted the accolades former Circuit Court Judge Pat Crane received for operating the most effective drug court in the state, achieving a 55% success rate. The program was successful because it gave people the option of jail or a program designed to help them. Renting jail beds was an essential component of the program the Mayor described. The municipal court needed to have that tool to make any of those programs work.

Jon Lange/1250 Siskiyou Blvd/Since he arrived in Ashland over 35 years ago he had never been afraid for the future of the town until now. He asked the elected leaders to provide the necessary resources to address the current deterioration of Ashland as thoroughly as possible. Hundreds of people had experienced harassment, been threatened, were subjected to offensive and hostile behavior or made victims of criminal and immoral activity. He was only one of the many people imploring Council to take the community through this situation with reasonable actions not intended to create divisiveness or ignore the problems of homelessness, mental health, or drug addiction. When someone said these ordinances targets a specific group of people, they were wrong. These actions went toward deterring criminal behavior by anyone in order to protect all Ashlanders. This was also an attempt to restore civility and return as best as possible the kind of cordiality that was Ashland for many decades.

Police Chief O'Meara clarified the Police Department had four part time cadets year round employees and were down to one. They successfully hired three and were now experiencing some difficulty hiring the four additional cadets. The screening process could take 3-4 months. Per the City Charter, cadets were community service officers. They enforced all City code but typically low-level violations in the downtown area. Cadets training included minimal defensive tactics training, ordinances and procedures, radio, and pepper spray use. The Central Area Patrol (CAP) officer oversees the cadets who work 16-hour workweeks. Chief O'Meara explained the Police Department volunteers were mostly retired. The Chief had encouraged them to patrol the downtown area. One volunteer was a retired police officer and a crime prevention expert who would not only do downtown patrol but would work with the Chamber of Commerce on crime prevention tips. There was no interest from retired officers to serve in that capacity. Alternately, it could cause issues with the Ashland Police Officers Association who had already expressed concern regarding the additional cadets. There was burn out for current officers due to insufficient staffing, increased caseload, and overtime.

Councilor Lemhouse/Marsh m/s to direct staff to hire four additional cadets in the Police Department for the summer of 2016 allocating staff recommended \$25,000. DISCUSSION: Councilor Lemhouse noted the Police Department had the funds to hire the cadets and it would assist workload. Councilor Marsh added the cadets would provide an important presence downtown. Mayor Stromberg thought starting with cadets instead of full time police officers was a moderate approach and less likely to provoke problems. **Roll Call Vote: Councilor Lemhouse, Rosenthal, Marsh, Seffinger, and Morris, YES; Councilor Voisin, NO. Motion passed 5-1.**

Councilor Seffinger/Lemhouse m/s to direct staff to rent two jail beds from the Jackson County for \$73,000. DISCUSSION: Councilor Seffinger thought renting jail beds would provide some "teeth" for enforcement and a better chance at addressing behavior issues. Councilor Lemhouse supported renting jail

beds. The City may not spend the full amount but agreed with Chief O'Meara the beds be post-conviction. Without some form of deterrent, it was hard to induce any type of adherence to the laws. Mayor Stromberg clarified renting post-conviction beds meant no one would go to jail without having the opportunity to exercise his or her full right to the criminal justice process.

Councilor Voisin alerted Council and the attorney that as part of President Obama's civil rights initiative, the Justice Department was now calling out state and municipal court systems for operating unconstitutional policies that unfairly targeted poor people in a cycle of fines, debt, and imprisonment. Based on that and her conversations and research regarding homeless people, transients, and travelers, imprisonment was not a deterrent. She would not support the motion. Councilor Marsh would support the motion. Law enforcement and the City's ability to require a certain level of legal behavior downtown was one part. Other pieces would help people who wanted assistance. There was a need to have people downtown enforcing the laws. The ability to place someone in jail at the judge's discretion was inevitably part of the continuum.

Mayor Stromberg commented he was not comfortable with Councilor Voisin's assertions about violating constitutional rights and thought she was using this as a measure that unfairly sent people to jail because they did not have any money. Councilor Voisin responded this was from the Department of Justice. Mayor further explained she was making a connection to the City implementing existing jail sentences. If the jail functioned as it should people would go to jail regardless of their economic status at the discretion of the Judge. Councilor Lemhouse called for the question noting the time. Councilor Lemhouse then raised a point of order and explained per Council rules everyone had the opportunity to speak on the matter. It was also part of Council rules not to have a debate during deliberation. Mayor Stromberg agreed and ruled in favor of Councilor Lemhouse.

Councilor Lemhouse/Seffinger m/s to call for the question. Roll Call Vote: Councilor Lemhouse, Rosenthal, Marsh, Seffinger, and Morris, YES; Councilor Voisin, NO. Motion passed 5-1.

Roll Call Vote: Councilor Lemhouse, Rosenthal, Marsh, Seffinger, and Morris, YES; Councilor Voisin, NO. Motion passed 5-1.

Councilor Seffinger/Lemhouse m/s to direct staff to develop educational signs downtown and allocate \$5,000 to help designate and list the ordinances and behaviors that are of concern.

DISCUSSION: Councilor Seffinger thought people needed to know what they are not supposed to do. This was an educational tool. Councilor Lemhouse wanted to see a plan from staff after the ordinances passed to educate the public. Councilor Marsh thought they should defer some decisions until Council discussed the smoking ordinance. **Roll Call Vote: Councilor Lemhouse, Rosenthal, Marsh, Seffinger, and Morris, YES; Councilor Voisin, NO. Motion passed 5-1.**

Councilor Lemhouse requested staff bring the Community Works proposal to a future Council meeting. Mr. Kanner clarified staff only solicited letters of interest. He would bring the Community Works proposal to a Council meeting once received.

Councilor Voisin raised a point of clarification and thought if the City requested a full proposal Community Works should receive compensation. Mr. Kanner explained the intention for the letter of interest was to put together a list of qualified bidders for the Request for Proposal (RFP) process. Typically, people were not paid to respond to an RFP. Mayor Stromberg commented there was concern the scope of work was not clearly defined. Mr. Kanner would send Council a copy of the solicitation staff sent.

Councilor Marsh/Rosenthal m/s to continue the discussion of an outreach workers and ambassador program to a future meeting to be announced. DISCUSSION: Councilor Marsh thought there was a good chance volunteers would come forward with a vital and positive ambassador program. Earlier

statements from the Ashland Resource Center indicated they would provide specific outreach in the downtown area. **Voice Vote: all AYES. Motion passed.**

ORDINANCES, RESOLUTIONS AND CONTRACTS-continued

3. First reading by title only of an ordinance titled, “An ordinance adding Chapter 10.130 Intrusive Solicitation to Title 10 Peace, Morals and Safety of the Ashland Municipal Code” and move on to second reading

Dana Preston/110 E Main Street/Thanked Mayor and Council for considering the ordinances that addressed the behavior downtown. Over the past several years she was verbally accosted, and received sexual remarks while being asked for money and had her right of way blocked many times. Recently on a Friday morning in early March, a man asked her a question as she was getting into her car. When she responded he opened her passenger car door, entered the vehicle, and refused to leave resulting in her filing a police report. Ashland had a reputation of leniency when it came to this kind of behavior. Passing these ordinances will help shift that reputation. It was a step in the right direction.

Komac Tupp/274 N Mountain Avenue/Read from the Bible, Proverbs Chapters 31 and 30, and Isiah 59. He cooked stew for ten years every week for anyone hungry in Lithia Park. The people on the streets were surviving. Since it was illegal to sleep inside city limits, they had to find other places to sleep. He saw many on the verge of going insane because of this terrible law that criminalized them.

Tawasi/no address/Explained he was a homeless person in Ashland and took issue with the proposed ordinances. The City Attorney and Council were doing their best to make them unassailable on legal grounds. If they failed, the City could be liable for civil lawsuits. As much as the law had to do with being just it should also be good in spirit. The City Charter touched on the moral obligation of the City Council. He read from the Bible Psalms 82:3. Law was biblical but in a democracy, people had to follow the constitution. There were parts of the constitution Council was specifically going against. Council held an office at the good will of the people and that good will was represented by the oath of office they took at the beginning of their tenure. How the City was treating homeless people in this town had nothing to do with good will. He read from Article 19 in the Universal Declaration of Human Rights.

Peter Braveheart Lavoie/62 Westwood Drive/Volunteered at Pioneer Hall to support the homeless shelter. He was encouraged to hear what Council was proposing, it sounded better than the ordinances. The ordinances were dividing and criminalized poverty. It was unfair to make it illegal to block a sidewalk before there was a solution for people to store their belongings. The task force who worked on solutions was mainly people from the Chamber of Commerce or businesses and did not include any homeless people or members of the community sympathetic to the homeless. Another approach would be to include the homeless. He went to Eugene and saw how the City of Eugene was dealing with the homeless and it was amazing. Ashland could create sanction places for car sleeping, areas for RV's to camp for 30 days, a tent city and eventually tiny houses and a way for homeless people to transition into being housed. St Vincent de Paul could help Ashland implement what was happening in Eugene.

JC Romero/no address/Explained he lived outside and was a member of this community. He had stated previously that the implementation of these ordinances and the continued harassment of the homeless for sleeping outside must stop before it destroyed the community. Starting tonight and every night when it did not rain he planned to continue to sleep on the Plaza. If he received another ticket, he will sue the City for violating his rights. He had Domatophobia and could not sleep in a building.

Erick Wallace/no address/Explained he also lived outside and was a member of this community. It seemed to him there was confusion regarding enforcement. Council had claimed it was not enforcing on

the homeless people but he questioned when was the last time they slept outside in a sleeping bag, or had to ask someone for money. If these ordinances did not cease immediately Council should say goodbye to the community because people will destroy each other from the inside out and told Council not to say they were not warned when it happened. If Council targeted a specific group those people will target them. There was nothing that could be done other than stopping what the City was doing. Have fun.

Paige Imbregno/691 Oak Street/It was ironic Ashland was an Arbor City when they cut down all the trees and paved over the Plaza to make it less inviting for the homeless and was still logging the watershed in order to pay for the Ashland Forest Resiliency project. It was also inane to consider water quality and waste. There were devices in the state that would restructure all of the water into medical grade water, make waste into the elements and compounds sold back to companies that could also provide power. There were major changes going on in the planet. She advised Council to do some research and get hip. The day before the freezing death in December, she stood in the Plaza with camping gear and handed them out to the homeless. That young man went to ER because he had frostbite and several days later died. The federal government will know the ordinances target homelessness. Mayor Stromberg offered a solution. The federal government had done a humongous amount of research so Council did not have to figure out the right approach. The federal government would cut funding to the Ashland Resource Center, Rogue Retreat, and groups that actually give support to the homeless because of the tactics Council was deciding to take due to pressure from affluent citizenry. Ashland needed sanctioned housing, a camp, temporary and permanent housing. She accused the City of targeting the most vulnerable people and pandering to the affluent.

Helga Motley/124 Lani Way, Talent, OR/Lived in Ashland 35 years and was now in Talent as another economic displaced person. She carefully read the ordinance suggestions in the proposals and gathered that now soliciting money from ordinary people standing there or handing money out of a car would not be allowed within city limits. She mocked the amount of money being spent on solutions and accused Council of not understanding what their lives were like. She volunteered at the Ashland Resource Center and was distressed she lived in a country where stray dogs were treated with more compassion than people that were homeless. A few things happen in the downtown then a law is passed that affects everyone. Offensive language was applauded during plays in Ashland. She thought Council should take all the allocated funds, build tiny homes then work on the issues.

Cindy Bernard/570 Clover Lane/Thanked Council and the Mayor for continuing discussions on the matter. She was in Portland weeks ago and noted Portland had a huge homeless problems. It was evident everywhere she went. Yet she never felt unsafe. In Ashland, she does. The behavior was the issue, not the homeless. Nor was it an “us” against “them” issue. It is behavior. She supported the ordinances. It was more step in the puzzle.

Jason Robinson/216 Meade Street/Owned The Crown Jewel with his wife. It was not easy to run a business in town and they had struggled with their store for ten years. They felt the impact of behavior on the street that adversely affected potential customers. They tried to contribute to the Ashland community and it was disheartening at times to have a lot of that put in jeopardy by simple things out in the street. It was hard for him to imagine someone living in Ashland not seeing some element of this that was disturbing and yet he felt compassion for the situation. It was complex and difficult to help everyone involved. He appreciated people coming at the matter from a standpoint of caring for the community.

Councilor Rosenthal/Marsh m/s to continue items number 3 and 4 agenda item XII to the next meeting. DISCUSSION: Mayor Stromberg clarified people who had not spoken on the matter tonight would be able to speak at the next meeting. **Voice Vote: all AYES. Motion passed.**

4. First reading by title only of an ordinance titled, “An ordinance amending AMC Chapter 10.64

Obstructing Sidewalks and Passageways” and move onto second reading

Item moved to the next meeting.

OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

Mayor Stromberg explained Rogue Valley Transit District (RVTD) had a levy they needed to continue the current level of service. He publicly supported the levy and asked if Council was interested in supporting it as well.

Councilor Marsh/Voisin m/s the Council support RVTD’s efforts and place the City of Ashland stamp of approval on the ballot statement as indicated. DISCUSSION: Councilor Marsh explained RVTD was an essential element of the community. It was in the City’s best interest. Councilor Voisin added RVTD needed the City’s support. **Voice Vote: all AYES. Motion passed.**

Councilor Lemhouse announced the recent passing of Frank d’Entremont. Mr. d’Entremont joined the Ashland Police Department in 1956 and retired in 2013. Councilor Lemhouse had worked with Mr. d’Entremont and honored his legacy.

Councilor Rosenthal congratulated Southern Oregon University Women’s Basketball team that advanced to the national championship game. Although they lost, it was an achievement to make it to the national championship game.

Councilor Marsh shared that Chris Richardson from the Downtown Streets Program would be in town later that week.

City Administrator Dave Kanner announced the Chamber of Commerce had garnered enough sponsorships for the hanging basket program to expand the program to include the Rail Road District, 4th Street, and Pioneer Street. Secondly, the listening session regarding the smoking ordinance would occur the following night in Council Chambers from 6:00 p.m. to 8:00 p.m.

ADJOURNMENT OF BUSINESS MEETING

Meeting adjourned at 10:27 p.m.

Barbara Christensen, City Recorder

John Stromberg, Mayor