AGENDA FOR REGULAR BUSINESS MEETING
ASHLAND PARKS & RECREATION COMMISSION
May 12, 2021
Electronic Meeting – 6:00 p.m.

To view or listen to the meeting or to provide public input, see public participation instructions on page 2

6:00 p.m.

I. CALL TO ORDER

II. APPROVAL OF MINUTES

a) APRC Study Session – April 7, 2021
b) APRC Regular Business Meeting – April 14, 2021

III. ADDITIONS OR DELETIONS TO THE AGENDA

IV. PUBLIC FORUM

V. CONSENT AGENDA

a) Subcommittee Minutes Acknowledgment
- Bee City USA – January 27, 2021
- Ashland Senior Advisory Committee (ASAC) – March 8, 2021

VI. DIRECTORS REPORT

VII. UNFINISHED BUSINESS

a) The Freshwater Trust Lease Amendment (Action)
b) Biennium 21-23 Goals Adoption (Action)
c) Capital Improvement Plan (CIP) Budget Adoption (Action)

VIII. NEW BUSINESS

a) Misc. Fees Adoption (Action)
b) Property Acquisition (approximately 1 acre adjacent to the E Main Park property) (Action)

IX. ITEMS FROM COMMISSIONERS/STAFF

X. UPCOMING MEETING DATES

a) APRC Study Session — June 2, 2021(tentative)
- Electronic Meeting—6:00 p.m.

b) APRC Regular Business Meeting — June 9, 2021
- Electronic Meeting—6:00 p.m.

XI. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator's office at (541) 488-6002 (TTY phone number (800) 735-2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I). Parks Commission meetings are broadcast live on Channel 9, or on CHARTER CABLE CHANNEL 180. Visit the City of Ashland's website at www.ashland.or.us.

Public Participation Instructions

This meeting will be held electronically. The public can view on Channel 9 or Channels 180 and 181 (for Charter Communications customers) or live stream via rvtv.sou.edu - select RVTV Prime.

Written testimony will be accepted via email sent to sean.sullivan@ashland.or.us. Please include "Public Testimony for May 11 Regular Meeting" in the subject line. Written testimony submitted before Tuesday, May 11, 2021, 11:00 am will be made available to the Parks Commissioners before the meeting. All testimony will be included in the meetings minutes.

Oral Testimony will be taken during the electronic public meeting. If you wish to provide oral testimony, send an email to sean.sullivan@ashland.or.us before Tuesday, May 11, 2021, 11:00 am. Late requests will be honored if possible. Please provide the following information: 1) make the subject line of the email **"**May 12Speaker Request**"**, 2) include your name, 3) the agenda item on which you wish to speak on, 4) specify if you will be participating by computer or telephone, and 5) the name you will use if participating by computer or the telephone number you will use if participating by telephone. Staff will provide information necessary to join the meeting upon request.

MINUTES FOR STUDY SESSION
ASHLAND PARKS & RECREATION COMMISSION
April 7, 2021 – 6:00 p.m.
Electronic Meeting

Present: Commissioners Gardiner (Chair), Landt (Vice-Chair), Bell, Eldridge, Lewis; Director Black; Recreation Superintendent Dials; Senior Services Superintendent Glatt, Analyst Kiewel,

Absent: None

This meeting was recorded by APRC staff. The recording can be found on the APRC YouTube Channel.

I. CALL TO ORDER

The meeting was called to order at 6:02 p.m.

Commissioner Gardiner announced that the Ashland School Board would like to hold a joint meeting with the Parks Commission to discuss common goals and issues, including access to Hunter Ct, Lincoln School, and Daniel Meyer Memorial Pool. The proposed date is April 27at 6:30 p.m. The meeting will be held electronically.

II. PUBLIC INPUT

None

III. APRC 2021-2023 BIENNIUM GOALS DISCUSSION 6:06pm

Director Black presented slides showing refined goals that Commissioners have submitted and discussed in previous meetings. The details of the refinements were included in the meeting packet.

1. Investigate, develop, and implement a dedicated permanent funding source to ensure the long-term financial sustainability.

Objectives:

a. Update MOU with the City of Ashland and implement new fee schedule
b. With the City of Ashland, investigate and implement dedicated funding sources directed to APRC, such as the Food and Beverage (F&B) Tax and the Transient Occupancy Tax (TOT)
c. explore the feasibility of forming an independent taxing district

- Black stated reviewing the System Development Charge (SDC) fees are currently listed under the Master Plan goal, which would need to be completed to see if raising the SDC fees are justifiable per state mandates
  - Black stated that an objective could be added to this goal that states: *Complete the System Development Charge (SDC) evaluation and establish SDC fees consistent with services provided*
- Black clarified that the MOU with the City of Ashland includes the maintenance of the boulevards, plaza, airport, and other city lands. Black mentioned that over time APRC has taken on more and more duties, such as maintaining city trails, without an increase in the fees collected by APRC from the City of Ashland

2. Update the Ashland Open Space Comprehensive Plan and develop strategies to implement the plan and purchase critical lands as appropriate based on needs, availability of land and ability to maintain the land.

- Landt stated support for this goal and believes the primary update would be to the map and not the plan itself needing updating. Landt cited a property adjacent to Helman School that could have served as a soccer field location, which is no longer needed, and that this property is no longer available due to the expansion of Helman School so should be removed from the map
- Lewis stated the need to update planning documents on an ongoing basis

3. Explore the feasibility of and decide on the addition of a low-angle trail within the east side open space of Lithia Park as proposed by the Rogue Valley Mountain Bike Association

- Landt requested that this goal to be reworded to include more trails and should focus on the sustainable trails plan Rogue Valley Mountain Bike Association (RVMBA) submitted to Commissioners, with the caveat that APRC should only be reviewing trail proposals that are on APRC land
- Bell requested for the goal to include clearer signage on existing roads so new trails would not need to be cut where infrastructure already exists
    - Black mentioned that this objective is in the Trails Master Plan and could be added here as an objective or direction that could be taken during the process of planning on trail proposal(s)
- Eldridge agreed with Landt and would support the RVMBA sustainability trails plan to evaluate and review and would like to see the Lithia Park low angle trail stay as an objective
- Lewis mentioned that he has been getting feedback from concerned citizens regarding the Lithia Park trail and that it needs further review and input prior to modifying rules that have been established for a significant period of time
- Black suggested making the goal more general and split the trail proposal into two objectives: 1) Lithia hillside trail ; 2) other trail proposals
    - Black stated that the Lithia hillside trail will likely have more users/stakeholders that will want to weigh in on the Lithia Hillside trail proposal

4. Perform a system-wide master plan for APRC to include the following sections, at least: (sections may be completed together or independently)

a) Vision and Goals
b) Park System Maintenance and Improvements
c) Fleet Evaluation Recommendations
d) Environmental Sustainability and Implementation Plan
    i. Greenhouse Gas Inventory
e) SDC Evaluation
f) Design and Maintenance Guidelines
g) Review and Update of all APRC Policies

- Black clarified that some sections could be developed internally, but some sections would be outside of the expertise of APRC staff and would require consultants
    - The sections staff is capable of working on can be started prior to bringing on consultants Black also stated that staff bandwidth is limited
- Bell stated that APRC is not sufficiently considering the greenhouse gas footprint of the organization and its effect on the local environment. As leaders of the community, Bell stated APRC should have a stand-alone greenhouse gas inventory and mitigation goal with the following objectives:
    - Inventory all gas-powered landscaping equipment, plus any non-passenger gas or diesel fuel equipment, and estimate relative emissions and greenhouse gas pollution impact and develop a cost estimate for replacement. The inventory, analysis and replacement schedule would be completed by the end of the summer with a replacement schedule
    - Obtain a quote to cover the new pool, which would reduce water loss and the cost of heating the pool. Determine heating costs both with and without the cover to identify the plan that costs the least.
        - A separate goal would be needed for funding the pool
    - Inventory APRC owned passenger equipment to assess emissions and determine the replacement cost and schedule
    - Inventory the heating mechanisms of all APRC facilities and determine the replacement cost and schedule
- Lewis stated a concern that the greenhouse gas inventory could be delayed if it is included as part of the master plan

- Eldridge asked if the four points listed by Bell were determined by a cost benefit analysis and advocated for undertaking a comprehensive energy audit, which would help prioritize carbon reduction efforts
    - Bell supported completing a more comprehensive analysis, but stated the items he brought up are known sources of greenhouse gases and work can start immediately to address them
- Eldridge recommended that Environmental Sustainability and Implementation Plan should be its own goal
    - All Commissioners were in support
- Black recommended setting timelines after the goals have been adopted and once the aspects of implementation have been evaluated
- Bell stated that there may be an opportunity for outside funding available to purchase electric powered equipment
- Landt opened a new area for discussion at the end of the dialogue regarding Goal #5. He asked about including an objective under the master plan goal that says "Evaluate bicycle and pedestrian routes on APRC properties and those leading to APRC properties. Identify areas of highest concern for safety and accessibility of users with the intention of creating a plan of action to address deficiencies."
    - Black stated this would be a good thing to evaluate and that it could easily be included in the master plan. When dealing with other entities on pedestrian and bike safety, having this item called out will help implement safety measures and infrastructure
    - Landt stated that there are significant safety issues on Winburn Way in Lithia Park, but that the evaluation should be systemwide

5. Investigate ways to improve Diversity, Equity, and Inclusion (DEI) for both internal workforce and public access and services. With the help of a qualified DEI consultant, gather community input, define areas for improvement, and implement action in alignment with City DEI policies and initiatives.

- Black stated that a consultant would be required for this goal and that there are funds in the current budget to pay this and that the fee to work on this goal would be less than other projects, such as the systemwide master plan
- Black clarified that the City is working on this and that additional work is needed to better tailor improvements to APRC
- Eldridge asked if the "Say Your Name" exhibit proposed could be in an objective of this goal
    - Lewis stated that he is the liaison for the Public Arts Commission and that this is coming forward and would like APRC to be included in the discussions
    - Gardiner stated this process is being steered by the City and the Public Arts Commission and that APRC will be involved if the desired permanent location is on APRC property
    - Commissioner discussion concluded not to add this item as an objective, but Commissioners stated general support for the project

6. Explore and Implement, as funds allow, capital improvements that would reduce long term maintenance costs with a goal for the improvements to pay for themselves
    a. Replace main irrigation central commuter system
    b. Transition from City Water to TID (Talent Irrigation District) or is of other water rights where applicable for irrigation purposes
- Landt suggested changing "TID or is of other water rights" to "irrigation waters"

7. Build East Main Street Neighborhood Park including the dog park, bike-skills park and pump track
- Black stated the design of this park is still underway and including this as goal gives direction to continue moving forward with establishing this park

8. Install basketball court at Ashland Creek Park in graveled areas with striping for multiple uses, including pickleball
- After discussion about making the goal more broadly to state that the Ashland Creek Park Master Plan should be implemented, it was determined that the goal would stay as written

9. Create a small pocket park at Oak Knoll

- The design has been completed. Including this on the goals list will inform staff how to put together the Capital Improvement Plan (CIP) budget

10. Mitigate fire vulnerability on all APRC lands and if discovered there is a large volume of mitigation work - Explore funding to support fire suppression

- Landt suggested the following rewording of the goal: "Mitigate fire vulnerability on all APRC lands and explore funding to support fire suppression"

11. Improve public aquatic recreation and competitive options in Ashland consistent with the findings and recommendations of the Pool Ad Hoc Committee and ensure the continuous operation of an adequate recreational pool in Ashland during the summer months, at a minimum until construction on a new pool begins

- The goal has not changed from the last biennium

12. Continue to work with COA (City of Ashland) and the Chamber and other organizations to promote tourism in outdoor recreation

Objective

a) Promote parks and pedestrian/mountain bike trails as a healthy and safe tool for economic recovery

- Black stated that he envisions APRC supporting the Chamber of Commerce in this activity while also working to maintain parks and trails to support tourism
- Eldridge would like to better define the role APRC will play in supporting outdoor recreation and mentioned inefficiencies within bureaucratic processes. Eldridge suggested the following objectives:
    - Streamline and clarify the application process for activities and special events
    - Transition the review of new trails and alteration of existing trails within the Ashland watershed under the purview of APRC
- Eldridge stated that the insurance requirements are an issue for small businesses and organizations and that additional research on what is necessary should be completed
    - Black stated there may be other cities that require less coverage that the $2,000,000 liability required by the City of Ashland. These cities are likely self-insured and make the determination on what is required. The City of Ashland and APRC are insured by CIS and they dictate the level of insurance required by outside groups when holding events on public property
    - Black stated that staff can look into this further to determine more specifics about insurance requirements for different types of activities

13. Work with local partners, including Ashland School District and Southern Oregon University to obtain agreements for mutual use of facilities including school gyms for recreation leagues or open play during non-school times and during smoke events

- Lewis stated these issues will be addressed in the Recreation Division Advisory Committee (RDAC)

Other Goals

- Black addressed goals from the current biennium that staff is suggesting not move forward
    - Complete and Implement the Lithia Master Plan
        - Landt stated the same argument for including the East Main Park goal can be made to maintain a Lithia Park goal. Landt suggested the following goal: "Complete review of Lithia Park Master Plan, bring before Commissioners for approval, prioritize improvements, and then begin implementing highest priority improvements."
    - Collaborate with Ashland Soccer Club to explore ways to maximize available soccer fields
        - Black stated staff can work on this issue without it being a goal and can be addressed by the RDAC
    - Butler Perozzi Fountain Restoration

DRAFT

- Gardiner stated that it would be nice to include as an objective under the Lithia Park Master Plan goal because the Ashland Parks Foundation is working on prioritizing fundraising for this project and it would be good to align with this effort

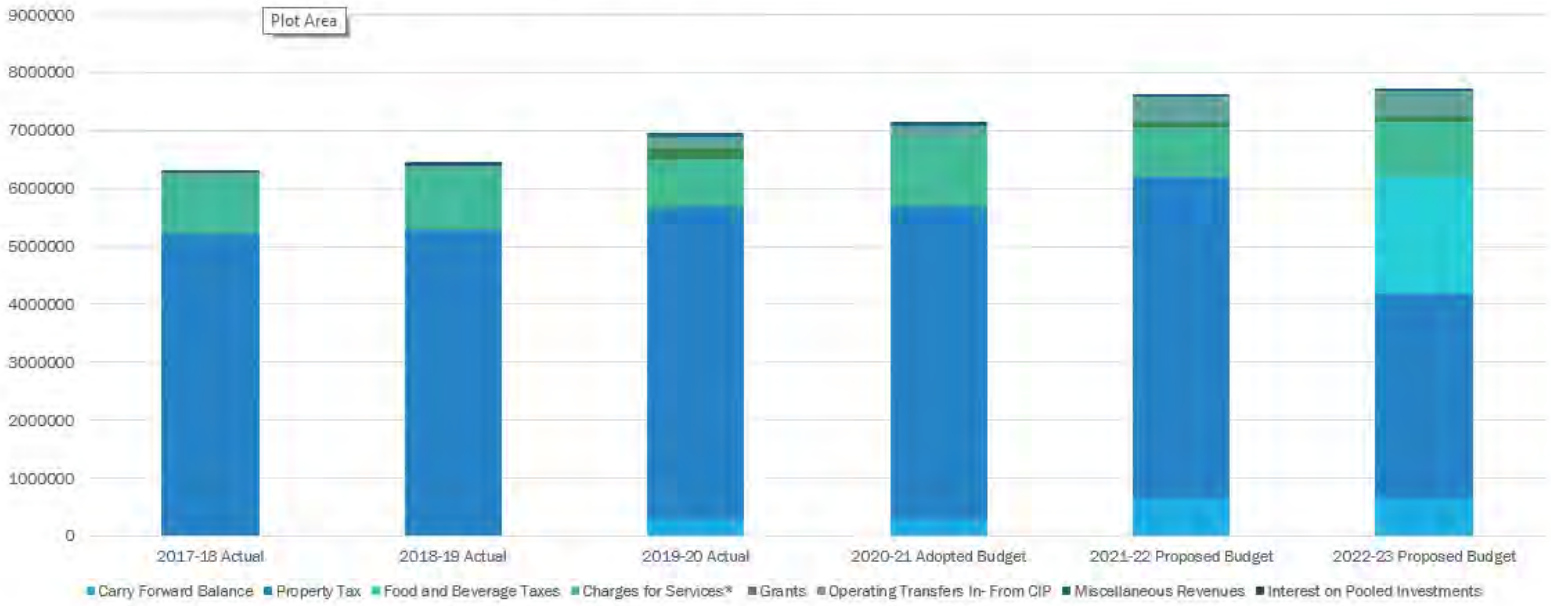
o Complete Japanese Garden
- Construction is underway and will be completed

Black will send Commissioners the revised goals for review and will report back on the process of Commissioners voting on goals

IV. BUDGET/REVENUE DISCUSSION

Director Black showed the Commission changes in revenue sources in the charts below

CHANGES IN REVENUE SOURCES



REVENUE DETAIL

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Budget	2021-22 Proposed Budget	2022-23 Proposed Budget
Carry Forward Balance			305,538	305,538	650,000	650,000
Property Tax	$ 5,209,500	$ 5,290,500	$ 5,391,900	$ 5,391,900	$ 5,552,939	$ 3,546,997
Food and Beverage Taxes	-	-	-	-	-	2,005,942
Charges for Services*	$ 968,695	$ 1,018,224	$ 819,739	$ 1,181,475	$ 854,723	$ 948,981
Grants	$ 750	$ 500	$ 190,356	$ 15,000	$ 90,000	$ 90,000
Operating Transfers In- From CIP	85,000	85,000	185,000	185,000	435,000	435,000
Miscellaneous Revenues	19,883	25,700	33,425	31,000	25,000	25,000
Interest on Pooled Investments	9,692	20,599	19,232	23,543	15,000	15,000
Total	$ 6,293,520	$ 6,440,523	$ 6,945,190	$ 7,133,456	$ 7,622,662	$ 7,716,920

* Recreation, rentals, maintenance agreements

- The City of Ashland is proposing a change in the F & B Tax. This would attribute all of the F&B taxes to APRC (2,005,942 in the proposed 21-23 budget) and reduce the amount of property tax APRC receives from the general fund. The City is also proposing a dedicated percentage or millage of property taxes provided to APRC
- Black needs to clarify that the $2,005,942 in the proposed 21-23 budget is 73% of the total projected F&B since APRC already received 25% of F&B as currently allocated
- Black stated this does not solve our budget issue, but F&B would be one dedicated funding source for APRC
- Black clarified that the use of an ending funds balance will not be available in subsequent budget cycles and APRC still needs to identify approximately $1million to maintain current funding levels
- Black displayed the following conditions to move forward with this proposal
    - 25% of F&B Tax remains for Major Maintenance and New Projects at the Commissioners' Discretion
    - 73% of F&B Tax to be Used for Operation at the Commissioners' Discretion (the City will keep 2% for administrative overhead)
    - F&B Tax Must be Extended for at Least 10 Years (at least until 2040; this would need to be voter approved)
    - City Council Must Adopt an Ordinance Dedicating a Specific Percentage Allocation to APRC from Property Tax
    - City Attorney Explores Lawfulness of Designating APRC as a Contracting Review Board
- Landt stated he would like to see a modification to the City Charter rather than an ordinance
    - Black stated that only voters can change the City Charter for clarification
- Commissioners stated general agreement with discussions on the proposal to move forward

V. CAPITAL IMPROVEMENT PLAN (CIP) BUDGET PRESENTAION

Black presented a draft of the CIP plan for the Biennium 21/23.

		FY 2021/22				FY 2022/23				
Description	2021/23 Budget Proposal	F&B	SDC	Other (grant/ loan)	2019-20 Totals	F&B	SDC	Other (grant/ loan)	2022-23 Totals	2022/23 Grand Total
Dept Payments (Calle, Briscoe, Garfield)	374,734	187,687			187,687	187,047			187,047	374,734
Operations Transfer	870,000	435,000			435,000	435,000			435,000	870,000
Real Estate Acquisition (East Main)	150,000		100,000		100,000		50,000		50,000	150,000
Repair Perozzi Fountain @ Lithia Park	435,000	35,000		75,000	110,000			325,000	325,000	435,000
Japanese Garden	1,250,000			1,250,000	1,250,000				-	1,250,000
Daniel Meyer Pool Rebuild	5,255,000	255,000			255,000			5,000,000	5,000,000	5,255,000
East Main Park Development	941,000	125,000		691,000	816,000			125,000	125,000	941,000
Kestral Park Bridge	550,000			550,000	550,000				-	550,000
Lithia Park Improvements	243,000			243,000	243,000				-	243,000
All Parks Master Plan	200,000	150,000	50,000		200,000				-	200,000
Mace Property Trail	25,000	25,000			25,000				-	25,000
Skills Park	225,000				-			225,000	225,000	225,000
Oak Knoll Playground	125,000				-	125,000			125,000	125,000
TID Improvements	100,000	50,000			50,000	50,000			50,000	100,000
Ashland Creek Park Basketball Court	75,000			75,000	75,000				-	75,000
2nd Bear Creek Greenway Pedestrian Bridge	750,000	75,000			75,000			675,000	675,000	750,000
Beach Creek Restoration	35,000			35,000	35,000				-	35,000
ICC Motorola Control (Irrigation)	200,000				-	200,000			200,000	200,000
Total	11,803,734	1,337,687	150,000	2,919,000	4,406,687	997,047	50,000	6,350,000	7,397,047	11,803,734

CIP has several funding sources including F&B tax, SDCs, grants and loans. Some projects listed in the other categories still need funding for example the Daniel Meyer Memorial Pool renovation. Black displayed a table detailing revenue sources.

SOURCE	Ending Fund Balance - 2020/21	Revenue - 2021/22	New Revenue - 2022/23	Total Biennial 2021/23	Total Biennial Expense
F&B	1,188,900	600,000	600,000	2,388,900	2,334,734
SDC	100,000	50,000	50,000	200,000	200,000
Land Sales	691,000			691,000	691,000
Grants		2,228,000	6,225,000	8,453,000	8,453,000
Other			125,000	125,000	125,000
			Total Anticipated Resources	**11,857,900**	
				Total Anticipated Resources	**11,803,734**

- Landt questioned including the Mace property trail in the CIP and feels like that it is not a goal and that the money could be better used in other areas, such as the Main Upper Lithia Park East Side Trail entrances (one on Pioneer and the other on Glenview)
    - Black stated that there are projects that have been identified in adopted plans, such as the Trails and Open Space Master Plan, and that those projects are funded through the CIP. Additionally, there is a safety issue on the Mace Property Trail that needs to be addressed and that Commissioners have the final say on what is funded in the CIP
- If projects require grants funds, they will not move forward unless grants are received
- Black stated APRC should be receiving money from the Federal Relief Act but does not know the amount yet
- There is a projected surplus of $54K of anticipated resources, which can be allocated to a CIP project
- Commissioners will adopt a final CIP budget at a future business meeting. Allocations and projects can be amended at that time by Commissioners

VI. ANNOUNCEMENTS

Director Black mentioned that some elected City officials are asking for a city-wide concert in Lithia Park. Black said that after speaking with staff that he is recommending to not prioritize new events during this time.

Commissioner Lewis announced that the Public Arts Commission meets Friday April 9 at 8:30 a.m.

VII. ADJORNMENT

The meeting adjourned at 9:09 p.m.

Respectfully Submitted,
Sean Sullivan, Executive Assistant

DRAFT

MINUTES FOR REGULAR BUSINESS MEETING
ASHLAND PARKS & RECREATION COMMISSION
April 14, 2021
Electronic Meeting – 6:00 p.m.

Present: Commissioners Gardiner (Chair), Landt (Vice-Chair), Eldridge, Lewis; Director Black; Recreation Superintendent Dials; Senior Services Superintendent Glatt, Assistant Sullivan.

Absent: Commissioner Bell

This meeting was recorded by RVTV. The recording can be found on the City of Ashland video archive.

I. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

II. APPROVAL OF MINUTES

APRC Study Session – February 3, 2021

Motion: Landt moved to approve the minutes with the following changes. Seconded by Lewis.

Pg. 7, The fifth bullet down should read: "Natural gas heaters typically last 6 – 8 years…" rather than "68 years"

Vote: The vote was all yes

APRC Regular Business Meeting – February 10, 2021

Landt stated the minutes correctly reflect the motion made regarding the Calle Guanajuato. One of the stipulations in the motion stated, "Space allocation for the 2021 season will revert to 2019 unless the APRC Commissioners change the policy." The intent of the motion was to state that the 2022 season, rather than 2021, would revert back to 2019. Commissioners will correct the motion from February 10, 2021 to reflect the intent of the motion under Unfinished Business.

Motion: Landt moved to approve the minutes and to make note on the official correction to the motion to state: "Space allocation for the 2022 season will revert to 2019 unless the APRC Commissioners change the policy" and to approve the minutes, which will state the correction made to the motion. Seconded by Lewis.

Vote: The vote was all yes

APRC Study Session – March 7, 2021 and APRC Regular Business Meeting – March 14, 2021

Motion: Landt moved to approve the minutes as presented. Seconded by Eldridge.

Vote: The vote was all yes

III. ADDITIONS OR DELETIONS TO THE AGENDA

Gardiner pulled item #3, "HUB" Sculpture at Railroad Park Design Approval, from the consent agenda for open discussion and action under Unfinished Business

IV. PUBLIC FORUM

None

V. CONSENT AGENDA

1. Subcommittee Minutes Acknowledgment
   - Ashland Senior Advisory Committee (ASAC) – January 11, 2021
2. Ashland Senior Advisory Committee (ASAC) Member Appointment

3. "HUB" Sculpture at Railroad Park Design Approval

Motion: Landt moved to acknowledge item number 1 and 2 on the Consent Agenda. Seconded by Lewis.
Vote: The vote was all yes

VI. DIRECTORS REPORT

Black reported on the following items:

Japanese Garden

- Progress on the garden continues, which includes the construction of a cinder block wall along the front of the garden. The wall is an original component of the plan. This wall will be skim coated and roof tiles will be installed on the top of the wall. The wall is consistent with traditional Japanese garden design
- Black stated he will facilitate tours of the Japanese Garden with Commissioners in groups so a public meeting will not need to be held. Holding a public meeting in the garden is not possible because of safety issues

Wildfire Fuel Reduction Activity

- Black stated APRC is working in conjunction with Ashland Fire and Rescue to reduce wildfire fuels on APRC properties that have been identified as containing significant amounts on blackberries
- The work is being done on APRC properties located along Bear Creek, including the Riverwalk/Mace Property, areas adjacent to Verde Village, and the Nature Center
    - The Nature Center Manager will be conducting studies to track revegetation efforts

Budget Updates

- The Citizen's Budget Committee is in the process of reviewing the City of Ashland Budget as well as the APRC Budget. They met on April 13
- The City Manager and the Finance Director represented the APRC budget at the meeting and questions were raised by committee members that may lead to Director Black and Chair Gardiner attending a future meeting to directly answer questions of the committee

VII. UNFINISHED BUSINESS

1. "HUB" Sculpture at Railroad Park Design Approval (pulled from the consent agenda)

Black stated the proposal for this sculpture came to the Parks Commission on March 25, 2019. Parks Commissioners approved the installation of the sculpture at Railroad Park. The process of choosing an artist and presenting a design is managed by the Public Arts Commission (PAC). The PAC is bringing the issue back to the Parks Commission to present the design and seek final approval to placement in the Railroad Park. The attached staff report will go to the City Council for final approval and inclusion in the City of Ashland public art inventory. Black introduced City of Ashland staff liaison to the PAC, Aaron Anderson, and PAC Chair Andy Stallman to provide additional information. Jennifer Corio, the artists who created the sculpture, was present and had some technical difficulties joining the meeting at the beginning of the discussion.

- Anderson reviewed the history of an art installation project in the railroad district called "Marking Ashland Places" or MAP as outlined in the staff report, which includes the "HUB" sculpture to be located in Railroad Park.
- Details of the story telling vignette that will be included on the sculpture are still in the works and will be discussed at the upcoming PAC meeting on Friday, April 16, 2021
- Stallman noted that the Golden Spike will include Chinese characters on the backside that will acknowledge the Chinese workers who built the railroad and that the overall purpose of the installation is to note the change that the railroad brought to Ashland
- In response to a question from Landt, Stallman clarified that the area immediately surrounding the sculpture will be landscaped rather than hardscaped
- Landt asked how much thought was given to the timing and perception to introduce the sculpture into the park at the same time there is a temporary art installation on the fence in the same park that has not received a permanent installation although that has been called for. An in-depth discussion on this topic begins at 33:21 in the video that has been posted online. A short summary of comments is listed below.
    - Stallman reviewed the history of this particular project, which began in 2019 and sees the HUB project and Say Their Names as separate art installations

    - Landt voted for and supports the HUB artwork, but is concerned that the Say Their Names installation has not been provided permanent installation and is concerned that moving forward at this time could be considered tone deaf
    - Black stated the following factors could be considered when thinking of both projects
        - The HUB sculpture had already received approval for to be located in the park prior to the Say Their Names installation was put on the fence
        - The fence where the Say Their Names installation is currently located may not end up being the home of a permanent installation
        - The HUB sculpture acknowledges the history associated with Railroad Park
- Gardiner stated that the Peace Wall came into existence through a grass roots efforts and was installed in the Railroad District and became a permanent art installation located in front of the Library and that this particular project may end up being located elsewhere
- Anderson estimated that the fall of 2021 would be the earliest that the HUB sculpture could be installed. Corio later affirmed this estimate
- Eldridge acknowledged coming onto the Parks Commission at the tail end of this process and stated concern with placing art that glorifies industry, fossil fuel burning and the displacement of native people in the same physical location of the community response to the Black Lives Matter movement and that there are certain aspects of history that should not be glorified through art or monuments
- Lewis stated the HUB sculpture is a large project that includes the PAC and the Historic Commission and highlights an aspect of Ashland history. Lewis added that the message should get out to the community that there is support for a permanent Say Their Names installation and that details of what that looks like can be worked out with the organizers. Lewis stated support for moving forward with the approval of the HUB sculpture
- Stallman added that the Say Their Name organizers will present to the PAC for the first time at the upcoming Friday meeting
- Corio was able to join the meeting and stated research with local experts and members of the Asian American community was undertaken to acknowledge the mistreatment of the workers who built the railroad and tie into issues associated with the Say Their Names installation
- Black recommended that Parks Commissioners move ahead with the finalization of the project with the approval to locate the sculpture on APRC property and recommend that the City Council provide resources to the Say Their Names organizers to establish a permanent installation
- Landt stated if the landscaping around the base of the sculpture is low lying, there will be an increase in maintenance due to weed propagation. Landscaping in this area may be changed out to have vegetation that is 3-4' high to help reduce maintenance
    - Corio stated a desire to have landscaping that would not overtake the sculpture
    - Stallman added that the vision on the landscaped area would not drastically change from what is there currently
- Landt stated that there is a APRC lighting policy that should be reviewed when designing the lighting for the sculpture

Motion: Lewis recommended approval of this component of the HUB art in the park project. Seconded by Gardiner

Discussion: Lewis thanked the artists and stated the PAC, which Lewis sits on as an APRC representative, communicated that there was a desire to have the sculpture be railroad centric, but rather speak to how the railroad impacted Ashland. Lewis also stated he sat on the Historic Commission for 14 years and that there is the good, bad and the ugly about this town, but it has a history and the railroad is part of that history. Lewis stated that melding in the Chinese worker issues is moving ahead and doing a good job of trying to bring it up to date and that history is a way to tell a story.

Gardiner stated that this is an opportunity to bring art and history into the parks. Gardiner went on to say that had he made the motion he would have tied moving this project forward with the resolution on the Say Their Names installation. Gardiner may propose a second motion that includes recommendations to provide funding and resources to City Council.

Landt recommended including both installations in the same motion and would vote against the motion as stated because it does not incorporate an APRC position on the Say Their Names installation.

Eldridge stated that some concerns are not related to Say Their Names. Eldridge said honoring the Chinese workers seemed like an afterthought and the piece itself does not make a statement about social equity or the lessons learned from history. Eldridge stated a plan to

abstain from the vote since the process has been going on for some time but cannot support at this time. Gardiner stated APRC Commissioner proposals is to only abstain from votes if there is a conflict of interest. Eldridge then stated an intention to vote no.

Landt raised a concern about the placement of the text to honor the Chinese workers, which is on the back of the sculpture. Gardiner added that most of the views will be coming from the bike path and will see the back of the sculpture and that there is not really a front or back of the sculpture.

Lewis stated openness to a friendly amendment. Landt provided a friendly amendment to change the motion to the following:

Recommend approval of the art and its location as outlined in the staff report, but we believe it is imperative that the Council dedicate similar resources, as this current installation received, for the Say Their Names Art installation and we recommend that. Lewis and Gardiner accepted the friendly amendment.

After discussion on the funding recommendation Landt altered the motion to add "at least" prior to similar resources. Lewis and Gardiner agreed to this alteration.

Original Motion: Lewis recommended approval of this component of the HUB art in the park project. Seconded by Gardiner
Amended Motion: Landt moved to recommend approval of the art and its location as outlined in the staff report, but we believe it is imperative that the Council dedicate at least similar resources as this current art installation received for the Say Their Names art installation and that is our recommendation. Amended Motion accepted by Lewis and Gardiner
Vote: Gardiner, Lewis and Landt voted yes. Eldridge voted no. – Motion passes

2. February 10, 2021 Calle Guanajuato Motion Correction

Motion: Landt moved to change the wording in the motion made on February 10, 2021 for the conditions of the Calle Guanajuato to say 2022 rather than 2021 under item #4. The condition should state: "Space allocation for the 2022 season will revert to 2019 unless the APR Commissioners change the policy." Seconded by Lewis.
Vote: The vote was all yes

VIII. NEW BUSINESS

1. Q2 Budget Report (Action)

Black reviewed the staff report included in the meeting packet. The following items were discussed:

- Staff prepares budget summary reports for the Commission to review each quarter and at the end of each fiscal year. The reports being presented at this time are monthly budget reports for February 2021. The City financial reports for December 31, 2020 are also included for review
- Target percentage for expenses at the end of February are on track to come under budget as a result of intentional cost cutting measures to increase the end fund balance, which will be used to support operations in the next budget cycle
- Recreation revenue is at 16% because of COVID-19 restrictions
    - Some recreation programs are earning revenue, such as golf course, and others are not earning revenue. The golf course may earn all of the revenue budgeted for Fiscal Year by June 30, 2021
- Staff is monitoring expenditures and revenue closely to ensure we are meeting monthly budget targets and COVID budget projections
- Food & Beverage (F&B) Tax are likely to come in higher than what was projected when COVID-19 restrictions were put into place
- Black stated it is expected the federal funds should be allocated to APRC to make up for F&B reductions in revenue
- Calle Revenue is at $0 due to the decision to not charge users to rent the space as a way to support businesses struggling with COVID-19 restrictions
- Landt referenced a Q&A from the City of Ashland budget process that includes a statement that if F&B is not extended in 2030, assuming the City Staff proposal to fund APRC with F&B moves forward, then APRC will need to adjust operations and capital plans

- Landt commented that if F&B were not extended APRC would lose 50% of its funding, which would be a drastic cut
- Black stated that staff provided conditions from APRC prior to moving to this funding proposal which included the extension of F&B by ten years and added that is F&B is not extended he would go back to the City to determine how APRC would be funded
- Black stated the conditions have been sent to City Staff and there may be an opportunity to provide the conditions to the Budget Committee at a future meeting and also stated Commissioners are free to communicate the conditions on an individual basis to individual City Councilors
- Landt requested that the email sent to City staff that includes the conditions be forwarded to all Commissioners

Motion: Landt moved to acknowledge the staff report for the Q2 budget. Seconded by Lewis.
Vote: The vote was all yes

IX. ITEMS FROM COMMISSIONERS/STAFF

Gardiner stated a joint public electronic meeting with the Ashland School Board is being planned for April 27, 2021. Public comments will be taken during the meeting. The agenda is being drafted and will be posted once complete.

Public Arts Commission is meeting on Friday, April 16, 2021 to hear a presentation from the Say Their Names organizers.

Landt stated approval for limited herbicide use at Ashland Ponds was granted a few months back and noted the public notice stated the agenda item as an IPM waiver. Landt stated he would like to see a policy come to Commissioners pertaining to using clear language in communications and public notices, so the general public does not need to know jargon to understand meanings of communications and notices.

Eldridge stated the Forest Lands Commission (FLC) is embarking on a 8-12 month process of looking at projected climate change impacts on a local scale, mostly in the Ashland Watershed and hopes to put forward a set of recommendations for management and adaptation of watershed lands, including APRC lands. This process will likely be wrapped into the Ashland Forest Plan update.

X. UPCOMING MEETING DATES

1. Golf Course Subcommittee – April 22, 2021
   - Electronic Meeting —1:00 p.m.
2. Ashland Senior Advisory Committee – May 3, 2021
   - Electronic Meeting —3:30 p.m.
3. APRC Study Session — May 5, 2021(tentative)
   - Electronic Meeting—6:00 p.m.
4. APRC Regular Business Meeting — May 12, 2021
   - Electronic Meeting—6:00 p.m.

XI. ADJOURNMENT

The meeting adjourned at 8:03 p.m.

Respectfully Submitted
Sean Sullivan, Executive Assistant

DRAFT

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:
Mike Gardiner
Rick Landt
Julian Bell
Leslie Eldridge
Jim Lewis

Michael A. Black, AICP
Director

541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Michael Black, APRC Director

DATE: May 6, 2021

SUBJECT: Minutes for Acknowledgement

The following minutes are being submitted for acknowledgement by the Commission.

- Bee City USA – January 27, 2021
- Ashland Senior Advisory Committee – March 8, 2021

A motion to approve the Consent Agenda would adopt the following motion for this item:

I move to acknowledge the committee minutes as submitted.

MINUTES FOR BEE CITY USA - ASHLAND MEETING
January 27, 2021
3:00 p.m. – 4:30 p.m.

Present today: Kristina Lefever (Chair), Nancy Appling (Vice-Chair), Lorrie Kaplan (Subcommittee member), Leslie Edridge (Parks Commissioner), Albert Pepe (Subcommittee member), Rachel Dials (Recreation Superintendent), Pat Nichols (Citizen), Libby VanWyhe (Staff Liaison)

I. CALL TO ORDER, CHECK-INS, AND WELCOME

- Meet new appointment, Commissioner Leslie Eldridge

Commissioner Eldridge teaches Environmental Studies at SOU. She has worked with Bee Campus SOU Committee to maintain and create pollinator habitat and has focused on the synergy between landscaping and education.

II. APPROVAL OF MINUTES

- Approve Minutes from previous meeting
- Nancy moved to approve, all voted to approve the minutes.

III. PUBLIC PARTICIPATION (10 minutes)

- Pat Nichols, representative of Mountain Meadows HOA

IV. ADDITIONS OR DELETIONS TO THE AGENDA

V. UNFINISHED BUSINESS

- Proposing a Neonic Resolution to the Parks and Recreation Commission- Kristina
  Having been approved at a previous subcommittee meeting, this proposed resolution needs only to be brought to Director Michael Black, to be discussed. If it meets with Director Black's approval, it can be brought before the Parks Commission. This resolution takes a broad view of pollinator protection from Neonics to ecosystem-informed management of City and Parks properties.
  □ Libby will set up a meeting between the committee members and Leslie Eldridge and Director Black to discuss the proposed Neonic Resolution.
  Kristina suggests that BCU-A be involved in BCU central's efforts to educate about neonics
- Update on East Main Park and Oak Knoll habitat possibilities - Libby, Kristina (Information)
  APRC is in the early stages of working out the design contract. Michael will share the design timeline with the Commission, and we will wait to hear when it is time for us to provide suggestions on the conceptual design.
  □ Rachel will make sure that the Bee City USA team receives information about the timeline for the design of East Main Park, and will provide information about how things are moving forward.
  Patrick is seeking on Audubon certification for Oak Knoll and is working with monitoring and maintenance teams. Patrick is also investigating the Monarchs in the Rough designation for the out of play areas.
- Share map of Bee City USA Ashland approved Pollinator Gardens - Libby

VI. NEW BUSINESS

- APRC's Advisory Bodies Handbook as it relates to BCUA - Libby (Discussion)
  Please review this document. We will discuss the finer points that need clarification, or adjustment to our processes, next time.

- Annual Report for BCU / Xerces and Annual Renewal fee if any- Kristina (Discussion)
  Kristina will work on the Annual report, due by the end of February. She may have requests from the other subcommittee members provide information.
  Molly Martin at Bee City USA Central has told us that our Bee City USA Ashland doesn't have to pay an annual renewal fee. Due to current budget considerations, we will decline to pay the renewal fee for 2021.

- Goal Setting – (Discussion and Action)
  1. Assist Mountain Meadows and Kestral Park in developing a Pollinator Garden Landscape Plan to be adopted as a model community document. (Kristina)
     This is a proposed collaboration between BCU-A and North Mountain Park, with Mountain Meadows and the new development going in across the street, Kestral Park. Sherri Morgan lives in Kestral Park and has spoken to the HOA president, about joining in. BCU-A would work with these two developments to educate the homeowners and build pollinator habitats in their developments. One of the Mountain Meadows residents is donating a piece of land between Mountain Meadows and Kestral Park, and they want to seed 8 circles of pollinator habitat in that area. Klamath Siskiyou Native Seeds will be involved in revegetating this 1/3 of an acre. We have the opportunity to work with these two communities to build a stretch of pollinator corridor along Bear Creek. There is already momentum from the HOAs so our involvement would be a support role. We would help identify spaces that could be converted to pollinator habitats, provide consultation, give presentations
  2. Research and undertake a Cost-Benefit Analysis of converting public lawns to other landscape approaches with greater biodiversity. (Lorrie)
     We are seeking an approach/direction toward increasing biodiversity in Parks and Rec landscaping. The Committee would seek information about the costs and benefits of different landscaping management decisions. The Commission has already committed to the Ashland Climate and Energy Action Plan, and this is an important benchmark for how Ashland takes responsibility for our emissions and supports more biodiverse habitats. How can this committee understand the factors that are at play in different land management decisions inside APRC? It is important for the Commission to be explicit in the way they integrate the Climate and Energy Action Plan into our work. In this goal, we would consider an approach to finding out the costs and benefits of achieving and maintaining different diverse landscape configurations.
  3. Develop HOA partnerships: Identify a list of HOAs that BCUA might engage with around use of public spaces, plant lists, etc.
     This goal is being removed and incorporated as a future extension of Goal #1.
  4. Adopt the Mayor's Monarch Pledge, by asking the Mayor to make a proclamation and taking on two of their suggested action items in 2021. (Libby)
     This is a somewhat symbolic designation, in which the Mayor would commit to giving a proclamation, and the Bee City USA subcommittee would promise to undertake two additional goals from the suggested actions listed on the Monarch Pledge website. Some of the suggested actions are things that this group does already, so it wouldn't be difficult to attain this designation. However, making more public statements and then filling out more annual reports, would be quite a lot of work.
  5. 2021 Ashland Pollinator Garden Tour. Plan and offer the event, and/or to effectively run a virtual educational event if necessary.
     We now have 76 designated pollinator gardens in the town of Ashland. How will the pandemic impact the proposed pollinator tour? If the COVID health and safety restrictions are still in effect, and

APRC has to "ensure" social distancing and masks, then the tour will have to take place virtually. The Master Gardeners are planning a garden tour in the spring, and it will be filmed by a videographer and their tour will take place virtually If we chose NOT to do our Pollinator Garden Tour in 2021, we could offer to be a co-sponsor of the tour that is already in the works. Could we provide a list of some interested BCUA approved gardens to the master Gardeners, and ask them to help promote the certification program?

Results of Goal Setting Vote:

The two goals adopted by the Bee City USA subcommittee for 2021 are:

- Assist Mountain Meadows and Kestral Park in developing a Pollinator Garden Landscape Plan
- Research and undertake a Cost-Benefit Analysis of converting public lawns to other landscape approaches

VII. OTHER ITEMS FROM COMMITTEE MEMBERS

Kristina speaking as a representative of Pollinator Project Rogue Valley, would like committee members and friends to help with an idea. PPRV would like to be involved in the habitat restoration after the Almeda fire. Kristina is reaching out to anyone in the valley who has garden plants, seedlings or plants that need to be divided. She is asking that people get ready to share their plants with home owners who experienced devestation due to the fire. Next fall, PPRV hopes to host several plant swaps and donation events.

VIII. UPCOMING MEETING DATES

April 28th 2:00-3:30

 Libby will set April 28th 2:00-3:30 for our next meeting date, create a zoom link and initiate the public meeting process.

ACTION ITEMS:

 Libby will set up a meeting between the committee members and Leslie Eldridge and Director Black to discuss the proposed Neonic Resolution.

 Rachel will make sure that the Bee City USA team receives information about the timeline for the design of East Main Park, and will provide information about how things are moving forward.

 Kristina will work on the Annual report, due by the end of February. She may have requests from the other subcommittee members provide information.

 Libby will set April 28th 2:00-3:30 for our next meeting date, create a zoom link and initiate the public meeting process.

City of Ashland
ASHLAND PARKS AND RECREATION COMMISSION (APRC)
ASHLAND SENIOR ADVISORY COMMITTEE (ASAC)
Meeting Minutes
March 8, 2021

Committee Members Present:

- Anne Bellegia, Chair
- Mike Hersh
- Mike Gardiner, Co-Chair
- Kathy McNeal
- Mary Russell-Miller
- Stef Seffinger
- Sandy Theis

Staff Present:

- Michael Black
- Sybil Bowser
- Isleen Glatt
- Natalie Mettler

CALL TO ORDER

Bellegia called the meeting to order at 3:30pm.

OPENING

Bellegia acknowledged and welcomed the citizen guests present: Jackie Bachman (OHRA, Housing and Human Services Commission), Kenneth Benton (potential ASAC member), Rob Casserly (OLLI), Maria Harris (Community Development Department, Planning Division), Debra Johnson (potential ASAC member) and Leda Shapiro (potential ASAC member).

APPROVAL OF MINUTES

Motion: Gardiner/Theis m/s to approve the minutes from January 11, 2021. Voice vote – all AYES. Minutes approved.

ADDITIONS OR DELETIONS TO AGENDA

None.

PUBLIC INPUT

None.

CITY OF ASHLAND PLANNING DEPARTMENT AGE-FRIENDLY HOUSING INITIATIVES

Maria Harris, Planning Manager with the City's Community Development Department, presented background about housing issues, four relevant long-range City housing projects, and trends in housing (See PowerPoint: Housing Update).

Harris reported that the Oregon Statewide Land Use Planning Goals is a comprehensive plan with 19 goals to address land use and related topics. Goal 10 focuses on housing, covering needed housing for communities, buildable lands inventories (urban growth boundary), and housing capacity analyses.

The four long-range City projects relevant to seniors are:

1) Accessory Residential Units (ARUs): over 200 have been approved since 1991, showing Ashland is ahead of the curve in allowing such units. These are becoming more popular and now make up about 25% of permits in single family housing zones.

2) Cottage Housing: adopted in late 2017. These provide 20% of housing lots as open space for residents. An example is the Laurel Street Cottages (472 N. Laurel Ave), which are twelve 800ft^2 units completed in 2020. The National Association of Home Builders recognizes Ashland as an area of best practices for cottage housing.
3) Transit Triangle Overlay: adopted in 2018, this area in southeast Ashland is a test site for building prototypes, where the zoning code has been changed to remove barriers for accessible housing and encourage smaller units that are more financially and physically feasible.
4) Duplexes: the 2019 Oregon Legislature Housing Bill 2001 highlighted "missing middle housing" (in contrast to single family homes) to allow for more duplexes in more areas. It outlines the same approval process and standards for both duplexes and single family homes.

Harris referenced a 2019 AARP publication, Making Room: Housing for a Changing America, to illustrate trends in housing types, demographics, and household costs vs. household income. With more singles living alone, mostly seniors and adults under 25, there is greater need for studio and 1-bedroom units, which is not reflected in the current housing stock. (80% of Ashland's housing stock is comprised of 2+ bedroom units). Housing costs have increased more than income, and now 4 out of 10 Ashland residents face a housing "cost burden,"defined as spending over 30% of household income on housing. These trends are reflected on the state and national levels as well.

Harris noted that Representative Pam Marsh introduced House Bill 2366 in this session's legislature. This bill aims to relax the definition of visitability per ADA building code, simplifying the definition for lifelong ADA housing units. Glatt asked about Universal Housing Standards of Accessibility and whether these have been incorporated by the City. Harris responded that the new legislation introduced by Marsh does not require lifelong housing (single family homes are still exempt from ADA requirements) but is beginning to tackle the issue of accessible housing. Theis asked about whether builders in Ashland are willing to construct lifelong housing units. Harris replied that she does not have direct experience with area builders, but that, in general, the building community takes a while to adapt to changes. Still, the momentum for constructing accessible units seems to be mounting, as evident with the Laurel Street Cottages.

Bellegia asked about modifications to the existing housing stock: can standards for modification be expedited or relaxed? Harris clarified that the Community Development Department is comprised of Planning and Building Divisions; the issue of modifications falls under the purview of the Building Division. Bellegia suggested that ASAC have a speaker from the Building Division speak to these issues at a future meeting. Shapiro asked whether changes to zoning affects affordability requirements, and whether there are any accommodations for builders seeking to construct accessible units. Harris noted that calculations show it is unprofitable for builders to build affordable units in the Transit Triangle Overlay.

NOMINATE OFFICERS FOR 2021-2022

Gardiner has volunteered to serve as the next chair (starting July 2021) if no one else fills the position. Bellegia will check with the potential new ASAC members if any are interested in serving as either as Chair or Co-Chair for the next term. Glatt noted that the bylaws governing election may need to be revised. ASAC plans to vote on new officers and positions at the May meeting.

UPDATE ON BIENNIUM BUDGET PROCESS

Black compared the FY 2019-2021 ($14,063,048) and FY 2021-2023 (proposed $15,109,504) APRC budgets, showing an increase in about $1,000,000. All APRC supervisors were asked to make cuts, and five positions are being left vacant, but the budget is still increasing due to inflation and costs beyond APRC controls, such as PERS, insurance, utility costs and other contracts. In addition, the City's central service fees are going up. Whereas most areas will experience budget cuts, the portion of the budget allocated to APRC Administration,

Open Space/Trails/Forestry, and Senior Services Division (SSD) are going up. The increase to SSD is a reallocation of existing costs for time of Admin staff spend helping SSD.

Black clarified that, since 1908, APRC gets revenue for operations from citizen property taxes. Historically, this has been $2.09 for every $1000 of assessed property value. This amount was reduced to $1.89 in 2019. For the next biennium, the $1.89 per $1000 of assessed value gets the APRC within $3,000,000 of its proposed budget. Additional revenue is earned from fees for services, such as community programs, facility rentals, and maintenance work for other agencies. An additional $2,000,000 will come from the City's Food and Beverage Tax and spending of reserves during this fiscal crisis. APRC's current ending fund balance is sufficient to contribute to the 2021-23 budget but will be depleted beyond the coming biennium. APRC has made a goal to identify and secure a permanent funding source.

Bellegia asked what ASAC could do to advocate with the City for sufficient budgetary funding. She also asked if funds could be brought in from the Ashland Parks Foundation. Black responded that money for grants will be brought in from the Ashland Parks Foundation, but only around $75,000. Black asked ASAC to review APRC's goals to determine how they might help with the funding source issue.

STANDING REPORTS

a. APRC Update

Gardiner reported that he and Black will attend the March 9, 2021 Planning Commission meeting about Walker Elementary's planned parking lot expansion on the corner of Hunter Court. It has local impact on Ashland Senior Center as well as tennis and pool traffic. Gardiner and Black will advocate for a mutual benefit between APRC and the Ashland School District in the parking lot plan. Gardiner also noted that while the APRC goals for the coming biennium are not yet fully prioritized, he, personally, is still advocating for a new community pool to replace the current, aging Daniel Meyer facility, located next to the Senior Center.

b. City Council Update

Seffinger reported that she stressed the important role of SSD and APRC during the Almeda fire and ongoing COVID-19 pandemic at the March 1, 2021 City Council Study Session. She also reported that the City's process for hiring a City Manager is currently unresolved as the recruiting organization has pulled out due to predicted difficulties both with recruitment for Ashland Fire and Rescue and the City's restrictive expectations of a City Manager.

c. Education Report

Mettler shared that SSD is not offering a March educational event as staff is focused on the planned March 10 COVID-19 vaccination drive-through clinic for Ashland seniors aged 65+. The following Zoom presentations are planned for later in the spring: Healthy, Easy Cooking for Seniors (4/14/21) and Veterans' Benefits: Are You Missing Out? (5/12/21).

Theis congratulated and thanked staff for the successful Ashland Radio Hour performance on 2/10/21. Bellegia noted that recordings are available for the Winter 2021 OLLI lecture series "New Directions in Healthcare." Glatt and Mettler will coordinate with Bellegia about sharing these recordings.

d. Senior Services Superintendent Report

Glatt referred to her report included in the meeting packet. She noted that registration for SSD online events is increasing, with higher attendance at the January (Identity, Meaning and Purpose for Aging Adults) and February (Ashland Radio Hour) events. She also highlighted that staff and volunteers have been focused on COVID-19 vaccine access for Ashland seniors (65+) for the past few weeks: compiling an interest list of Ashland seniors seeking a vaccine and connecting those individuals to vaccine opportunities. They have

already connected over 100 individuals to local vaccination opportunities, such as through Asante and Ashland Family Practice. Staff is partnering with Ashland Fire & Rescue (logistics), Mercy Flights (vaccine supply), and SOU (vaccine clinic site) to offer a vaccination drive-through clinic for 160 Ashland residents 65 on March 10, 2021. SSD is handling the scheduling for this event and it is very labor intensive, with over 450 outreach calls made by volunteers and staff since early February.

Glatt introduced Sybil Bowser, new temporary Office Assistant for SSD. There will be no permanent hire until the 2021-2023 budget is approved.

Glatt announced that SSD will no longer be hosting the Low-Income Foot Care Clinic that had been offered at Ashland Senior Center for over a decade. This program, funded mostly by a grant from Soroptimist International of Ashland, served low-income seniors with qualifying clinical conditions. City Risk Management and the City's insurer evaluated the program and determined it is not appropriate for the City to provide medical services, even more so when the Foot Clinic partners could not meet the required insurance levels. The interpretation of liability risk has changed over the past decade, and the City has a responsibility not to endanger the security of its funds and essential services. Glatt noted that there may be public concern about this decision and that ASAC members could assist by listening to public feedback. Theis, as a retired nurse, supports this decision as she has long been concerned with the appropriateness of SSD offering this service.

ITEMS FROM ASAC MEMBERS AND WORK GROUPS

a. Livable Ashland (Theis)

Theis clarified that the Livable Ashland: An All-Age Friendly City initiative is an ASAC workgroup with many additional organizations participating. The Livable Ashland steering committee continues to meet monthly and is making progress on the needs assessment on which she reported at the last ASAC meeting. They are discussing the following potential projects:

1) Intergenerational programs (with Jackson County Library Services, Ashland YMCA, SOU, OLLI)
2) SOU's Livable Corridor project
3) Asante in Ashland to become a geriatric hub (per Asante Administrator Dr. Lee Shapley)

Seffinger added that the Livable Ashland steering committee has also educated the City Council about prioritizing senior needs in their budget planning. Bellegia asked Seffinger to keep an eye on budget issues in the National Community Survey (NCS), which is important for future planning. ASAC could add benefit by providing input to the NCS, as 33% of Ashland is aged 65+, in comparison with 16% nationally.

Glatt asked if ASAC should directly advocate to the City Council about the budget process. Seffinger suggested that ASAC could help by offering public input in Council meetings, submitting letters to the *Ashland Tidings*, and soliciting news coverage about significant work like the current vaccination clinic efforts, for which SSD has expanded to serve many new community members.

b. Other Items from ASAC Members

Gardiner thanked SSD staff for their work connecting Ashland seniors to the COVID-19 vaccine. Seffinger added that positive stories, such as personal accounts of those SSD has helped to access the vaccine, can help in advocacy to the City Council; Bellegia, Glatt and Theis will orchestrate this effort.

Next meeting – Monday, May 3, 3-4:30 via Zoom.

Adjournment – 5:04 pm

Respectfully submitted by Natalie Mettler, Senior & Adult Services Coordinator, Ashland Parks and Recreation Commission

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:
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PARKS COMMISSIONER STAFF REPORT

TO: Ashland Parks and Recreation Commissioners

FROM: Michael Black, APRC Director

DATE: May 6, 2021

SUBJECT: The Freshwater Trust Lease Amendment (Action)

The City of Ashland Public Works Department is requesting an amendment to the Riparian Land Lease held by The Freshwater Trust. The modifications to the lease are as follows:

- Extends the physical boundaries of the lease to include lands that were burned in the Almeda Fire
- Adds APRC as a signatory on the lease

This amendment has been anticipated and reported on by staff in the past. Execution is dependent upon approval by APRC and the City of Ashland. The City Council approved the amendment on May 4, 2021. The staff report presented to City Council is attached.

APRC staff recommends approval of the amendment.

Council Business Meeting

May 4, 2021

Agenda Item	Amendment No. 1 to Riparian Land Lease Agreement– Water Quality Temperature Trading Program Partnership	
From	Scott Fleury PE Kaylea Kathol	Public Works Director Public Works Senior Project Manager
Contact	scott.fleury@ashland.or.us; (541) 552-2412 kaylea.kathol@ashland.or.us; (541) 552-2419	

SUMMARY

Before the Council is an Amendment to a Riparian Land Lease Agreement (the "Lease") between The Freshwater Trust (TFT) and the City on four adjacent tax lots, including two parcels along Bear Creek known locally as the "Hardesty Property" (381E33-400 and 381E33-402), a parcel along lower Ashland Creek downstream of the Wastewater Treatment Plant (381E33-1500) and a parcel at the confluence of Ashland Creek and Bear Creek managed by the Ashland Parks and Recreation Commission (APRC), known locally as "Ashland Ponds" (381E33-1900).

The Lease allows TFT to implement riparian restoration work along both streams in support of the City's multi-year Water Quality Temperature Trading Program. The Amendment modifies the physical boundaries of the leasehold along Ashland Creek, on tax lots 1400 and 1900, to more fully encompass the riparian area that was incinerated by the Almeda Fire on September 8, 2021. The modification will enable restoration work to qualify for, and be funded by, the Water Quality Trading Program. In addition, this Amendment adds APRC as a signatory party to the Lease. APRC manages the Ashland Pond Parcel and will be instrumental in guiding the design of the restoration effort. Full execution of the Lease Amendment is contingent upon approval from City Council and APRC. APRC is aware of and in support of Amendment No. 1. If approved by City Council, Amendment No. 1 will be brought before the APRC for approval and execution.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Maintain Essential Services – wastewater

CEAP Goals:

- PHSW-1: Manage ecosystems and landscapes to minimize climate-related health impacts
- CM-5: Improve sustainability of City operations and purchases
- NS-1: Promote ecosystem resilience

Department Goals:

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

PREVIOUS COUNCIL ACTION

On January 21, 2020, Council approved the Riparian Land Lease on the City-owned properties affected by this Lease amendment. The associated Staff Report provides additional background details and previous Council Actions regarding the Water Quality Trading Program.

CITY OF ASHLAND

BACKGROUND AND ADDITIONAL INFORMATION

The Water Quality Trading Program (Program) was accepted by the DEQ in 2018 as a strategy to mitigate the thermal impacts of warm effluent discharged to receiving streams from the Wastewater Treatment Plant. Implementation of the Program is currently underway, and DEQ will incorporate the Program in the City's renewed National Pollution Discharge Elimination System (NPDES) permit, anticipated to be issued near the end of the second quarter 2021. The Program focuses on implementing riparian restoration projects to generate shade "credits". Once implemented, the City will able to count these credits against its anticipated upcoming water temperature obligation in the NPDES permit, and thus achieve regulatory compliance.

When landowners with streamside property agree to participate in the Program, they grant TFT a long-term land lease that provides TFT access for conducting restoration work, monitoring, and maintenance of the plantings within the riparian area. The lease also protects the restored riparian area from incompatible land uses. The lease discussed in this staff report was approved by Council in January 2020. At that time, the portion of the leasehold along Ashland Creek was characterized by a relatively healthy native riparian area and was not considered a high priority restoration site. On September 8, 2020, the Almeda Fire incinerated most of the riparian vegetation along lower Ashland Creek. Aerial photographs of lower Ashland Creek taken after the fire helped TFT determine that the boundaries of the leasehold did not adequately encompass the riparian area. Accordingly, they proposed to modify the boundaries to better coincide with the alignment of Ashland Creek, including riparian areas destroyed by the fire.

Some of the burned riparian area TFT proposes to restore is located on the Ashland Ponds property, managed by APRC. While it is now regular practice to include APRC as a signatory party on riparian leases that affect City parks that by City Charter are controlled and managed by APRC, APRC was not included as a signatory party when this Lease was approved in January 2020. APRC continues to work closely with TFT to develop a restoration plan compatible with the community's use of the Ashland Ponds property. For these reasons, TFT, the City, and APRC agree that APRC should be a signatory party to the lease. The attached amendment accomplishes this via appending a signature page to the lease for APRC.

FISCAL IMPACTS

There is no additional cost associated with amending a land lease to TFT. Administrative costs are already incorporated in the partnership contract with TFT for water quality improvements.

STAFF RECOMMENDATION

Staff recommends Council move approval of Amendment No. 1 to the Riparian Land Lease Agreement with TFT.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Council has the option to approve this lease agreement or refer staff back for renegotiation of new lease amendment terms with TFT. Potential motions include:

1. I move to approve amending the Riparian Land Lease with The Freshwater Trust on tax lots 381E33-400, 381E33-402, 381E33-1500, and 381E33-1900 to modify the boundaries of the leasehold and add Ashland Parks and Recreation Commission as a signatory party to the Lease.
2. I move to direct staff to renegotiate terms with The Freshwater Trust for an amendment to the Riparian Land Lease on tax lots 381E33-400, 381E33-402, 381E33-1500, and 381E33-1900.

REFERENCES & ATTACHMENTS:

Attachment 1: Amendment No. 1 to the Riparian Land Lease Agreement between the City and The Freshwater Trust
Attachment 2: Riparian Land Lease Agreement between the City and The Freshwater Trust
Attachment 3: Robert Coffan, Western Monarch Advocates Letter

AMENDMENT NO. 1
to
RIPARIAN LAND LEASE AGREEMENT
between
THE CITY OF ASHLAND,
an Oregon municipal corporation,
("*City*")
and
THE FRESHWATER TRUST,
an Oregon nonprofit corporation,
("*TFT*")

RECITALS

A. The City and TFT previously entered into a Riparian Land Lease Agreement effective January 1, 2020 (the "Lease"), to perform certain stream bank and riparian habitat restoration projects on four (4) City-owned properties, including tax lot numbers 381E33-400, 381E33-402, 381E33-1900, and 381E33-1500. Tax lot 381E33-1900 is managed by Ashland Parks and Recreation Commission.

B. The City and TFT wish to amend the Lease to modify the physical boundaries of the leased area that affects the above-referenced tax lots, and to include the Ashland Parks and Recreation Commission as a signatory party on the Lease.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. Amend the Lease to include the Ashland Parks and Recreation Commission as a signatory party to the Lease. The appended signature page is attached hereto and incorporated herein by this reference.

2. Replace Exhibit B, "Identification of Riparian Land" of the Lease with Amended Exhibit B, "Hardesty/Ashland Ponds Lease and Project Areas," which is attached hereto and incorporated herein by this reference.

3. This Amendment No. 1 is effective upon being signed by all parties. If the parties sign on separate dates, the latter date shall be the effective date.

4. Except as specifically modified by this Amendment No. 1, the terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment No. 1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF ASHLAND, OREGON

By: _____

Printed Name: _____

Title: _____

Date:_____

THE FRESHWATER TRUST

By:_____

Printed Name: _____

Title: _____

Date:_____

ASHLAND PARKS AND RECREATION COMMISSION

By: _____

Printed Name: _____

Title: _____

Date:_____

Amendment No. 1 to Riparian Land Lease Agreement
Appended Signature Page

This signature page adds Ashland Parks and Recreation Commission as a signatory party to the Riparian Land Lease Agreement between the City of Ashland and The Freshwater Trust, affecting tax lot nos. 381E33-400, 381E33-402, 381E33-1900, and 381E33-1500.

ASHLAND PARKS AND RECREATION COMMISSION

By: _____

Printed Name: _____

Title: _____

Date:_____

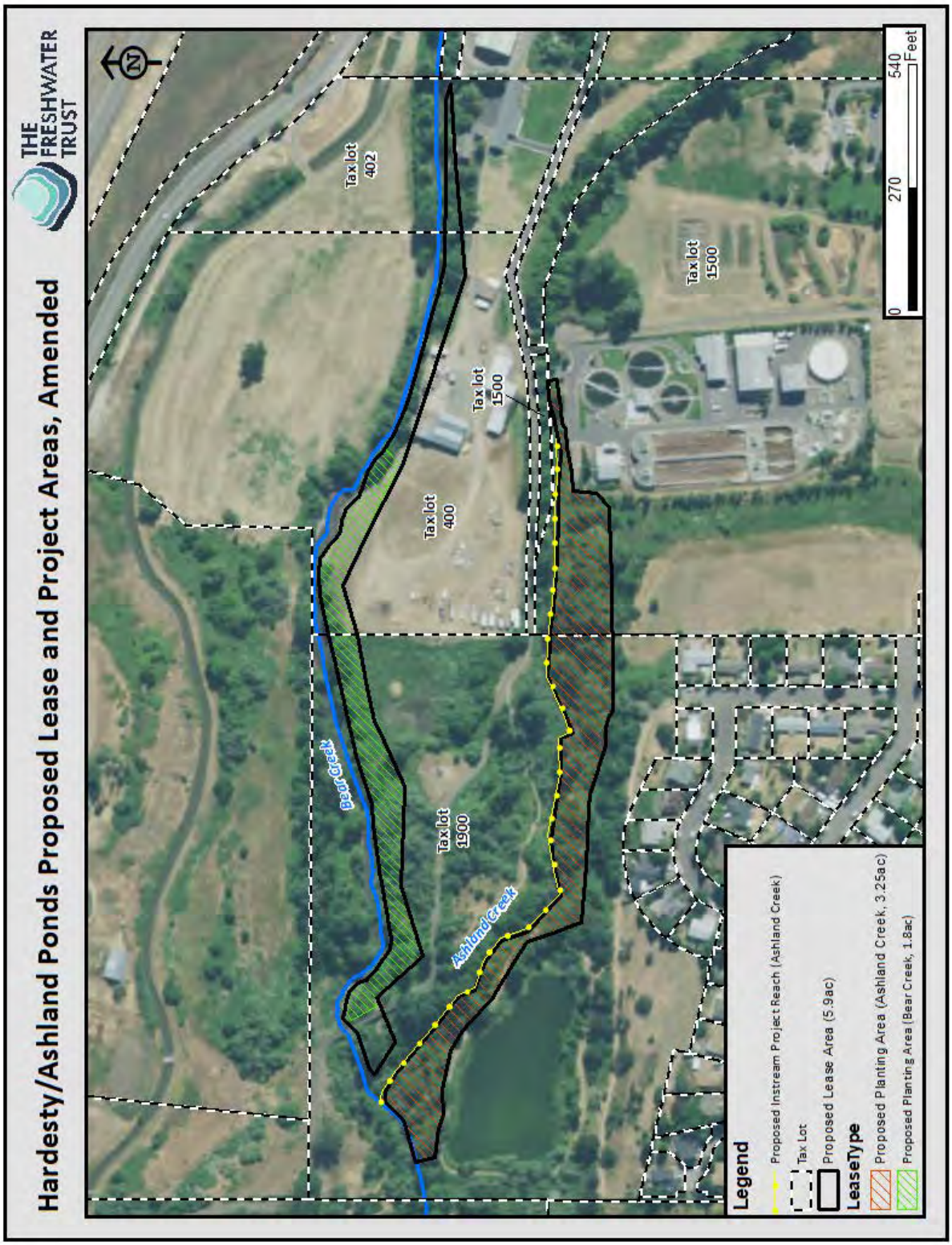
STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2021, by _____ as _____.

_____
NOTARY PUBLIC FOR OREGON

My Commission Expires:_____

Amended Exhibit B – Hardesty/Ashland Ponds Lease and Project Areas



RIPARIAN LAND LEASE AGREEMENT

THIS RIPARIAN LAND LEASE AGREEMENT ("Lease") is made and entered into by and between the City of Ashland, an Oregon municipal corporation ("City"), and The Freshwater Trust, an Oregon nonprofit corporation ("TFT"), collectively referred to herein as the "Parties."

RECITALS

A. City is the owner of that certain real property described in Exhibit A, "Legal Description of Property," which is attached hereto and incorporated herein by this reference (the "Property").

B. TFT wishes to lease portions of the Property along Ashland Creek and Bear Creek (the "Riparian Land") as set forth in Exhibit B, "Identification of Riparian Land," which is attached hereto and incorporated herein by this reference, in order to perform certain stream bank and riparian habitat restoration projects ("Riparian Restoration Activities") more particularly described in Exhibit C, "Riparian Restoration Activities," which is attached hereto and incorporated herein by this reference.

C. City wishes to lease the Riparian Land to TFT in exchange for the consideration and obligations contained in this Lease.

D. City and TFT wish to enter into this Lease to establish the terms and conditions of TFT's leasehold interest and the scope of permitted Riparian Restoration Activities on the Riparian Land.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the obligations, covenants, and agreements set forth herein, the legal sufficiency of which the Parties hereby acknowledge, City and TFT agree as follows:

1. TERM.

1.1. Consideration. For and in consideration of the sum of one United States Dollar ($1.00) and other good and valuable consideration, including the terms and conditions more particularly set forth in this Lease, City grants to TFT access to the Riparian Land for the purposes of restoration of riparian habitat for the benefit of land and aquatic species and the environment, in accordance with the terms and conditions of this Lease.

1.2. Initial Term. The term of the Lease shall be for a period of twenty-one (21) years (the "Initial Term"), commencing on **January 1, 2020** (the "Lease Commencement Date"), and, unless sooner terminated a provided herein, terminating on **December 31, 2040** (the "Lease Termination Date").

1.3. Renewal Option. Provided neither party is in default under this Lease as of the Lease Termination Date, this Lease may be renewed by TFT and City for a successive term of twenty (20) years (the "Renewal Term"). TFT shall provide City with prior written notice of its intent to exercise the Renewal Term option, and, if applicable, the new compensation amount for the Riparian Land for the Renewal Term a minimum of

ninety (90) calendar days prior to the Lease Termination Date ("Renewal Notice"). City shall have thirty (30) calendar days from the date of the Renewal Notice to provide written notice of its acceptance of the Renewal Term.

1.4. Recording Costs. TFT shall pay all fees and costs directly related to the filing and recordation of this Lease in the records of deeds of real property in the county where the Riparian Land is located.

1.5. Permits and Licenses. TFT shall pay all fees and costs for any permits and licenses required by federal, state, or county laws and regulations in order to conduct the Riparian Restoration Activities on the Riparian Land. City shall pay all fees and permit costs and licenses solely required by the City of Ashland.

1.6. Taxes. City shall be solely responsible for the payment of all property and income taxes, assessments, and other fees associated with ownership and leasing of the Riparian Land.

2. USE AND ACCESS.

2.1. Permitted Uses. TFT shall have the right to exclusively use the Riparian Land to conduct, inspect, and maintain the Riparian Restoration Activities for the duration of the Initial Term and any subsequent Renewal Term. The Parties agree that TFT shall be the sole beneficiary of all environmental credits ("Credits") produced through Riparian Restoration Activities. TFT shall provide City with twenty-four (24) hours prior notice by telephone or email before it or any of its contractors or employees access the Riparian Land.

2.2. Access. City shall provide TFT, in writing, with a designated route across City's property to enable TFT to access the Riparian Land for the duration of the Initial Term and any subsequent Renewal Term ("Access Route"). The Access Route must be sufficiently wide and navigable to provide TFT, its contractors, subcontractors, and equipment with reasonably unimpeded access to the Riparian Land.

2.3. City Use Restrictions. City acknowledges that the value, security, and success of Riparian Restoration Activities on the Riparian Land are of the essence to TFT under this Lease. City agrees it shall not:

2.3.1. Prevent, hinder, delay, diminish, or damage Riparian Restoration Activities;

2.3.2. Remove vegetation from the Riparian Land or otherwise take action that could reduce plant viability on the Riparian Land;

2.3.3. Permit trespass by livestock or herbicides upon the Riparian Land;

2.3.4. Construct any buildings, roads, pathways, or other improvements, or dispose of any trash or refuse, within the Riparian Land boundaries;

2.3.5. Damage, destroy or remove any fencing, plant stakes, plant protection devices, flags, markers, irrigation components or systems, or other devices or property placed or installed by TFT, its contractors, or subcontractors on or within the Riparian Land; or

2.3.6. Engage in any use of its land adjacent to the Riparian Land that would negatively impact the Riparian Restoration Activities. Furthermore, if

necessary to protect the viability of Riparian Restoration Activities, City agrees to permit TFT to install temporary protective fencing around Riparian Land.

2.4. TFT Use Restrictions. TFT and its contractors shall not use or occupy the Riparian Land: (i) for any purpose that would violate applicable state or federal law; (ii) to construct or make structural improvements on the Riparian Land for dwelling or occupancy purposes; or (iii) to enable public access to the Riparian Land. Aside from the Access Route(s), TFT will not use or occupy City's property outside of the Riparian Land without City's prior written consent.

3. IRRIGATION.

3.1. Irrigation Water. Should City make water available for irrigation of the Riparian Restoration Activities on the Riparian Land, the water will be provided according to the terms contained in Exhibit D, "Irrigation Terms," which is attached hereto and incorporated herein by this reference.

3.2. No Transfer. The Parties acknowledge that the use of water pursuant to Exhibit D shall not be considered a transfer of water rights from City to TFT.

4. ASSIGNMENT OR TRANSFER.

4.1. Assignment or Transfer by TFT. City consents to a mutually agreed upon written assignment or transfer by TFT of its interest in this Lease to a successor in interest or a wholly owned or controlled subsidiary organization. TFT shall provide City with prior written notice of any such assignment or transfer.

4.2. Assignment or Transfer by City. Should City sell, convey, assign, or transfer (collectively, "transfer") City's interest in its real property and Riparian Land during the Initial Term and any subsequent Renewal Term, City's obligations under this Lease shall inure to and be binding upon all such successors in interest. City shall provide TFT with prior written notice of any such transfer of interest to a successor in interest.

5. SUBORDINATION AND NON-DISTURBANCE IN THE EVENT OF FORECLOSURE.

5.1. TFT agrees that this Lease is subject and subordinate to all existing mortgages, if any, of City on the Riparian Land.

5.2. City agrees to use its best efforts to deliver an agreement or letter to TFT from any existing or future mortgage holders acknowledging TFT's use and leasehold interest in the Riparian Land, and providing that so long as TFT is not in default of this Lease, TFT's interest will not be extinguished upon such holder's foreclosure, power of sale, or deed in lieu of foreclosure ("Non-Disturbance Agreement"). Upon notice to TFT of foreclosure, power of sale, or deed in lieu of foreclosure, TFT agrees to attorn and pay rent to any such purchaser or mortgage holder. City shall provide written notice to TFT of any mortgage for which it is unable to obtain a Non-Disturbance Agreement.

5.3. Should City be unable to obtain a Non-Disturbance Agreement, TFT agrees that City will not be in default under this Lease and all obligations under this Lease will nevertheless remain in full force and effect.

6. WARRANTIES.

6.1. City hereby represents and warrants to TFT, and such warranties shall be applicable and in full force and effect throughout the entire Initial Term and any subsequent Renewal Term, that:

6.1.1. No known actions, proceedings or investigations are pending or threatened against City which would interfere with City's ability to enter into this Lease or consummate the same;

6.1.2. No casualty nor condemnation with respect to the Riparian Land or any part thereof has occurred and no such known condemnation is pending or threatened;

6.1.3. No uncured violations of any law, ordinance, order, or regulation of any governmental authority having jurisdiction of Riparian Land exist requiring any work, repair, construction, alteration or installation on, or in connection with the Riparian Land that would impede the Riparian Restoration Activities;

6.1.4. City has the authority to enter into this Lease, and to consummate the transaction contemplated herein;

6.1.5. No portion of the Riparian Land is currently the subject of any other type of legal proceeding except as described in this Lease; and

6.1.6. City has not entered into any agreement regarding the Riparian Land other than this Lease including, but not limited to, any federal or state Conservation Reserve Program or Conservation Reserve Enhancement Program agreement(s), and that title to the Riparian Land is free and clear of any claims or encumbrances arising by, through, or under City.

7. HAZARDOUS MATERIALS.

7.1. Definition. The term "Hazardous Materials" for purposes of this Section 7 means any chemical, substance, materials, waste, or component which is now or hereafter listed, defined, or regulated as a hazardous or toxic chemical, substance, materials, waste, or component by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a materials safety data sheet.

7.2. Site Preparation Records. At City's request, TFT shall provide City with a written list identifying any Hazardous Materials then used, stored, or maintained upon the Riparian Land in connection with the Riparian Restoration Activities, and such other information as City may reasonably require or as may be required by applicable law.

7.3. TFT Releases. If any Hazardous Materials are used, stored, maintained, released, discharged, or disposed of on or about the Riparian Land by TFT or its employees, contractors, or agents, TFT shall immediately notify City and shall, at TFT's sole cost and expense, clean up, remediate, and remove the Hazardous Materials from the Riparian Land and any other affected property in order to comply with any applicable laws. TFT shall indemnify and hold City harmless from and against any and all

claims, demands, liabilities, losses, damages, penalties and judgments directly arising out a violation of this Section by TFT, its employees, contractors or agents.

7.4. City Releases. City shall not knowingly release, discharge, or dispose of any Hazardous Materials on the Riparian Land in violation of any applicable laws. If the presence of any Hazardous Materials exists in excess of the amount permitted by applicable laws, and to the extent that such presence is caused by City or a third party (other than TFT, its employees, contractors, or agents), or is a pre-existing condition, TFT may (i) elect to immediately terminate this Lease, or (ii) obligate City to promptly take all actions necessary, or take action necessary to cause responsible third parties, to comply with such applicable laws at City's sole cost and expense. City represents and warrants to TFT that, as of the Lease Commencement Date, to the best of City's knowledge, there are no Hazardous Materials situated in or on the Riparian Land in violation of applicable laws.

8. DAMAGE OR DESTRUCTION OF RIPARIAN LAND.

8.1. Mitigation of Damages. Should either Party become aware of any damage or risk of damage to the Riparian Land or Riparian Restoration Activities performed on the Riparian Land, including any release, discharge, or disposal of any Hazardous Materials on the Riparian Land, that Party agrees to immediately notify the other Party within one (1) calendar day to mitigate or prevent such damage. City agrees to take all measures reasonably necessary to promptly mitigate any risk of damage.

8.2. Nuisance or Trespass. In the event that the Riparian Land or Riparian Restoration Activities are subject to damages or destruction resulting from nuisance or trespass, specifically including herbicide drift, City will immediately notify TFT and take all reasonable measures necessary to promptly mitigate damages, abate the nuisance or trespass, and prevent reoccurrence of the same.

8.3. City Damages. Should damage to the Riparian Land or Riparian Restoration Activities be caused by the intentional, reckless, or negligent acts or omissions of the City, its agents, or employees, City agrees to: (i) assist TFT in mitigating damages as requested by TFT, and (ii) to compensate TFT for the reasonable cost incurred by TFT in restoring the project to pre-loss condition.

8.4. Force Majeure. "Force Majeure" is an unforeseeable and unavoidable event or circumstance not within the reasonable control of TFT or City which could not have been brought within control through commercially reasonable efforts, which causes a delay or non-performance of a duty or obligation under this Lease. Neither of the Parties shall be liable for Riparian Land lost, damaged, or otherwise diminished by a Force Majeure event.

9. END OF TERM.

9.1. Surrender of Riparian Land by TFT. TFT shall remove all artificial, non-vegetative markers, equipment, devices, or items placed or installed on the Riparian Land by TFT, its contractors, or subcontractors on or prior to the Lease Termination Date.

9.1.1. City understands that the Riparian Restoration Activities will result in alterations to the vegetative cover, landscape, and plant composition of the

Riparian Land, and except as provided in Section 9.1 above, agrees to accept the Riparian Land in "AS-IS" condition upon termination of the Lease.

9.2. No Holdover. Subject to the Parties' agreement on a Renewal Term, TFT shall not holdover in its possession of the Riparian Land past the Lease Termination Date.

10. TERMINATION.

10.1. This Lease may be terminated at any time prior to the Lease Termination Date by mutual agreement of the Parties in writing.

10.2. TFT may unilaterally terminate this Lease at any time without cause upon not less than thirty (30) days' prior written notice to City.

10.3. City may unilaterally terminate this Lease at any time without cause upon not less than ninety (90) days' prior written notice to TFT.

11. INSURANCE.

11.1. City Insurance. City shall insure and maintain all insurance coverage for its property containing the Riparian Land as is customarily maintained by owners of land of similar size, location, and as appropriate for City's use of the property, and comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than Five Hundred Thousand Dollars ($500,000.00) combined single limit for each occurrence and Five Hundred Thousand Dollars ($500,000.00) in the aggregate. On or before the Lease Commencement Date, City shall furnish to TFT certificates of insurance evidencing such insurance coverage. Renewal certificates will be furnished to TFT at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect.

11.2. TFT Insurance. TFT shall insure and maintain comprehensive general liability insurance for its Riparian Restoration Activities on the Riparian Land in an amount of not less than Two Million Dollars ($2,000,000.00) combined single limit for each occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. On or before the Lease Commencement Date, TFT shall furnish to City certificates of insurance evidencing such insurance coverage. Renewal certificates will be furnished to City within thirty (30) days of the expiration date of such insurance policies showing the above coverage to be in full force and effect.

12. INDEMNIFICATION.

12.1. Indemnification of TFT by City. To the extent permitted under the Oregon Tort Claims Act, City agrees to indemnify and hold harmless TFT, its directors, officers, employees, agents, successors, and assigns from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits or actions arising out of or in any way related to City's breach of this Lease, which breach shall include without limitation, any failure of City's representations and warranties identified under Section 6 ("Warranties") herein to be true or any negligence or misconduct by City

12.2. Indemnification of City by TFT. TFT agrees to indemnify and hold harmless City, and City's agents, employees, successors, and assigns, from and against any and all claims,

demands, penalties, losses, liabilities, expenses, damages, lawsuits, or actions arising out of or resulting from the misconduct or the willful or negligent acts or omissions of TFT, its employees, subcontractors, or for anyone for whose acts it may be liable, for bodily injury, death, or damage to property related to TFT's Riparian Restoration Activities under this Lease.

13. DISPUTE RESOLUTION.

13.1. Mediation. In the event that TFT and City are unable to reconcile a dispute arising under this Lease, the parties agree to first submit the claim to mediation. The mediation process is subject to ORS 36.100 to 36.238 and will be held in Portland, Oregon.

13.2. Costs. The Parties are responsible for their own attorney fees related to mediation, and will equally share the common costs and fees associated with the alternative dispute resolution process.

13.3. Venue. All disputes arising out of the Lease not otherwise settled through mediation will be decided by the Circuit Court of Jackson County, Oregon.

13.4. Attorney Fees. The prevailing party in any dispute outside the alternative dispute resolution process, including any issues related to bankruptcy and the U.S. Bankruptcy Code, will be entitled to recover all attorney fees, paralegal fees, costs, disbursements and other expenses from the non-prevailing party.

14. MISCELLANEOUS.

14.1. Controlling Law and Operation. This Lease shall be governed under, and construed pursuant to, the laws of the State of Oregon or, as applicable, under the laws of the United States. Each of the Parties acknowledges that they have been given the opportunity to obtain counsel, or that they have been represented by counsel of their own choice and that they have read this Lease and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Lease and of its legal effect.

14.2. Severability/Survival. If any of the provisions contained in the Lease are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability and all provisions concerning indemnification shall survive the termination of the Lease.

14.3. Integration. This Lease constitutes the entire agreement between the Parties and supersedes all prior written or oral communications.

14.4. Headings. The paragraph headings are for ease of reference only and shall not be used in construing or interpreting this Lease.

14.5. Modification. This Lease may be modified only by a written document signed by both TFT and City.

14.6. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Lease will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

14.7. Notices. Except where specifically provided otherwise in this Lease whenever any notice, demand or request is required or provided for under this Lease, such notice, demand or request shall be provided in writing to the following addresses or such other addresses as the Parties may indicate in writing, by postage prepaid, certified or registered mail:

To TFT:	The Freshwater Trust Attn: General Counsel 700 SW Taylor St., Ste. 200 Portland, OR 97205
To City:	City of Ashland Attn: Director of Public Works 20 E Main St. Ashland, OR 97520

IN WITNESS WHEREOF the parties have caused this Lease to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

By: _____
City Administrator

_____
Printed Name

_____
Date

THE FRESHWATER TRUST (TFT):

By: _____
Signature

JG WHITWORTH
Printed Name

PRESIDENT
Title

22 JAN 2020
Date

ACKNOWLEDGEMENTS

STATE OF OREGON)
) ss.
County of Jackson)

This instrument was acknowledged before me on January 31, 2020, by Kelly Madding as City Administrator.

OFFICIAL STAMP
ELIZABETH LYNN TAYLOR
NOTARY PUBLIC-OREGON
COMMISSION NO. 980629
MY COMMISSION EXPIRES OCTOBER 29, 2022

Elizabeth Taylor
NOTARY PUBLIC FOR OREGON

My Commission Expires: 10/29/2022

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on January 22, 2020, by Joe Whitworth as President of The Freshwater Trust

NOTARY PUBLIC FOR OREGON

OFFICIAL STAMP
CHRISTOPHER BRIAN THOMAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 952688
MY COMMISSION EXPIRES JULY 21, 2020

My Commission Expires: July 21, 2020

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

For Map No. 381E33 400 and 402:

Real property in the County of Jackson, State of Oregon, described as follows:

PARCEL I:

COMMENCING AT THE NORTHWEST CORNER OF DONATION LAND CLAIM NO. 53 IN TOWNSHIP 38 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE NORTH 89° 26' 55" WEST (RECORD WEST) 356.40 FEET; THENCE SOUTH 00° 19' 02" WEST 589.14 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 82-09128 OF THE OFFICIAL RECORDS OF JACKSON COUNTY, OREGON; THENCE, ALONG SAID NORTH LINE, NORTH 67° 43' 33" WEST 363.60 FEET TO A 5/8 INCH IRON PIN FOR THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID NORTH LINE, NORTH 67° 43' 33" WEST 96.47 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 78° 48' 24" WEST 235.87 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 86° 02' 58" WEST 131.85 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 89° 23' 02" WEST 92.04 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 86° 36' 48" WEST 148.95 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 89° 12' 08" WEST 199.92 FEET, MORE OR LESS TO THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN VOLUME 113, PAGE 595 OF DEED RECORDS OF JACKSON COUNTY, OREGON; THENCE, ALONG SAID WESTERLY LINE, NORTH 00° 02' 32" EAST (RECORD NORTH 00° 28' EAST) 468.94 FEET TO THE SOUTH LINE OF TRACT #14 OF ASHLAND ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, NOW OF RECORD IN JACKSON COUNTY, OREGON; THENCE, ALONG SAID SOUTH LINE, SOUTH 89° 26' 55" EAST (RECORD EAST) 232.30 FEET, MORE OR LESS, TO THE SOUTHWESTCORNER OF THAT TRACT OF LAND DESCRIBED AS TRACT II OF VOLUME 264, PAGE 212, DEED RECORDS, JACKSON COUNTY, OREGON; THENCE, ALONG THE WEST LINE OF SAID TRACT II, NORTH 02° 16' 23" EAST (RECORD NORTH 01° 45' EAST) 280.00 FEET; THENCE NORTH 42° 02' 23" EAST (Record NORTH 41° 30' EAST) 136.00 FEET; THENCE NORTH 16° 31' 23" EAST (RECORD NORTH 16° 00' EAST) 161.59 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAGLE MILL ROAD; THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 76° 37' 28" EAST 176.51 FEET TO CENTERLINE STATION 17+00; THENCE SOUTH 62° 51' 27" EAST 263.65 FEET TO CENTERLINE STATION 29+63.60; THENCE SOUTH 59° 43' 46" EAST 122.93 FEET TO A 5/8 INCH IRON PIN; THENCE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 02' 02" WEST 773.59 FEET TO THE POINT OF BEGINNING.

PARCEL II:

COMMENCING AT THE NORTHWEST CORNER OF DONATION LAND CLAIM NO. 53 IN TOWNSHIP 38 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE NORTH 89° 26' 55" WEST (RECORD WEST) 356.40 FEET; THENCE SOUTH 00° 19' 02" WEST 589.14 FEET (RECORD 589.29 FEET) TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 82-09128 OF THE OFFICIAL RECORDS OF JACKSON COUNTY, OREGON FOR THE POINT OF BEGINNING; THENCE, ALONG SAID NORTH LINE, NORTH 67° 43' 33" WEST 363.60 FEET TO A 5/8 INCH IRON PIN; THENCE, LEAVING SAID NORTH LINE, NORTH 00° 02' 02" EAST 773.59 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAGLE MILL ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 59° 43' 46" EAST 10.71 FEET; THENCE SOUTH 51° 15' 09" EAST 64.88 FEET; THENCE SOUTH 41° 50' 16" EAST 160.92 FEET; THENCE SOUTH 33° 40' 22" EAST 125.69 FEET; THENCE SOUTH 46° 01' 19" EAST 141.94 FEET TO THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN TRACT C OF INSTRUMENT NO. 92-13459 OF THE OFFICIAL RECORDS OF JACKSON COUNTY, OREGON; THENCE, ALONG SAID EAST LINE, SOUTH 00° 19' 02" WEST (RECORD SOUTH 00° 17' WEST) 542.36 FEET TO THE POINT OF BEGINNING.

NOTE: This Legal Description was created prior to January 01, 2008.

For Map No. 381E33 1900:

All that portion of the following described tract, lying North of Quite Village Unit No. 3, to the Ctiy of Ashland, Jackson County, Oregon, to wit:
Beginning at a point 23.945 chains West of the Northwest corner of Donation Land Claim No. 53, Township 38 South, Range 1 East, Willamette Meridian, Jackson County, Oregon, (said point being the Northwest corner of tract described in Volume 109, Page 466, Jackson County, Oregon, Deed Records); thence North 89°36' West, 18.545 chains, to the East line of Donation Land Claim No. 51, said Township and Range; thence South 0°30' West, along said line, 30.60 chains, to Nevada Street; thence East, along said street, 18.565 chains, to the Southwest corner of said tract described in Volume 109, Page 466, said Deed Records; thence North 0°17' East, along the West line thereof, 30.40 chains, to the point of beginning.

For Map No. 381E33 1500:

A parcel of land lying in the SW¼ of Section 33, Township 38 South, Range 1 East, Willamette Meridian, and in the NW¼ of Section 4, Township 39 South, Range 1 East, Willamette Meridian, Jackson County, Oregon, and being a portion of that property described in that deed to T. E. and Ruth E. Fowler, recorded in Book 244, page 143 of Jackson County Record of Deeds; the said parcel being described as follows:

Commencing at a concrete post with 3-inch diameter bronze disc monumenting the Northwest corner of Donation Land Claim No. 53, Township 38 South, Range 1 East of the Willamette Base and Meridian, Jackson County, Oregon; thence South 00° 19' 02" West along the West boundary of Donation Land Claim No. 53, said Township and Range and the West boundary of Donation Land Claim No. 41, Township 39 South, Range 1 East (deed record South 0° 17' West) 1216.95 feet; thence leaving said claim line North 89° 49' 10" West and parallel to the North boundary of Donation Land Claim No. 40, Township 39 South, Range 1 East, 881.13 feet to a 5/8 x 30 inch iron pin with a 1½ inch diameter aluminum cap monumenting the Southeast corner of that tract of land conveyed by Milton C. Lininger, et ux to the City of Ashland, a municipal corporation and recorded in Volume 208, page 584 of the Deed Records of Jackson County, Oregon, said point being the true point of beginning; thence South 09° 56' 03" East (record, per an unrecorded assignment of contract, South 09° 58' East) 133.16 feet to a 5/8 x 24 inch iron pin situated on the Northerly extension of the Easterly boundary of that parcel surveyed and shown on recorded Survey No. 2509; thence South 03° 09' 25" West (deed record South 03° 09' West) 28.03 feet to a found 5/8 inch iron pin as set on recorded Survey No. 2509; thence North 89° 50' 32" West (recorded Survey No. 2509, North 89° 55'West) 621.44 feet to a 5/8 x 24 inch iron pin situated at the Southeast corner of that tract of land conveyed by T.E. Fowler, et ux to Ron Pitts and R. W. Voris and recorded in Volume 594, page 140 of the Deed Records of Jackson County, Oregon, said pin bears South 89° 50' 12" East (deed record South 89° 55' East 100.00 feet) 100.00 feet and North 00° 32' 07" East (deed record North 0° 28' East 615.84 feet) 615.89 feet from a 2-inch iron pipe with a 3/4-inch pipe inside, monumenting the Southeast corner of QUIET VILLAGE, as now recorded; thence North 00° 32' 07" East along the Easterly boundary of the last recited volume and page (deed record North 0° 28' East 50.00 feet) 50.55 feet to a 5/8 x 24 inch iron pin situated at the point of intersection with the Easterly extension of the South right-of-way line of Oxford Street; thence North 89° 27' 53" West (deed record North 89° 55' West: QUIET VILLAGE UNIT NO. 3 plat record, North 89° 32' West) 100.00 feet to a 5/8 x 24 inch iron pin situated at the Northeast corner of Lot 17, Block 1 of QUIET VILLAGE UNIT NO. 3 to the City of Ashland, as now monumented; thence North 00° 32' 07" East

(plat record North 00° 28' East 530.00 feet) 529.85 feet to a found 5/8 inch iron pin situated at the Northeast corner of Quiet Village Unit No. 3, as now monumented; thence continuing on the prolongation of the Easterly boundary of Quiet Village Units 1, 2 and 3 as now monumented North 00° 32' 07" East (plat record North 00° 28' East) 312.81 feet to a 5/8 x 24 inch iron pin situated on the Southerly boundary line of Tract No. 3 as described in that "Contract of Sale" wherein Ruth E. Fowler is designated as seller and Harold C. Hardesty, et ux are designated as buyers, said contract recorded as Instrument No. 69-08305 of the Deed Records of Jackson County, Oregon; thence South 89° 57' 58" East along the Southerly boundary of Tract No. 3 as described in the last recited instrument number (deed record East 160.00 feet) 158.265 feet to a 5/8 x 24 inch iron pin; thence South 73° 41' 58" East (deed record South 73° 44' East 147.67 feet) 147.67 feet to a found 1-3/4 inch iron pipe monumenting the Northwest corner of that tract of land conveyed by T. E. Fowler, et ux to the City of Ashland, a municipal corporation, and recorded in Volume 512, page 58 of the Deed Records of Jackson County, Oregon; thence South 02° 56' 10" East (deed record South 03° 07' East) 710.50 feet to a found 5/8 inch iron pin with a 1½ inch diameter aluminum cap monumenting the Southwest corner of that tract of land conveyed by Milton C. Lininger, et ux to the City of Ashland, a municipal corporation, and recorded in Volume 208, page 584 of the Deed Records of Jackson County, Oregon; thence North 87° 40' 13" East (deed record North 86° 53' East 356½ feet) 355.56 feet to the true point of beginning.

EXHIBIT B – IDENTIFICATION OF RIPARIAN LAND

City is leases to TFT a portion of its properties located on Map Nos. 381E33 400, 381E33 1900, 381E33 1500 and 381E33 402 in Jackson County, Oregon, as described in Exhibit A, as set forth on the following property map boundaries.

(See map on following page.)

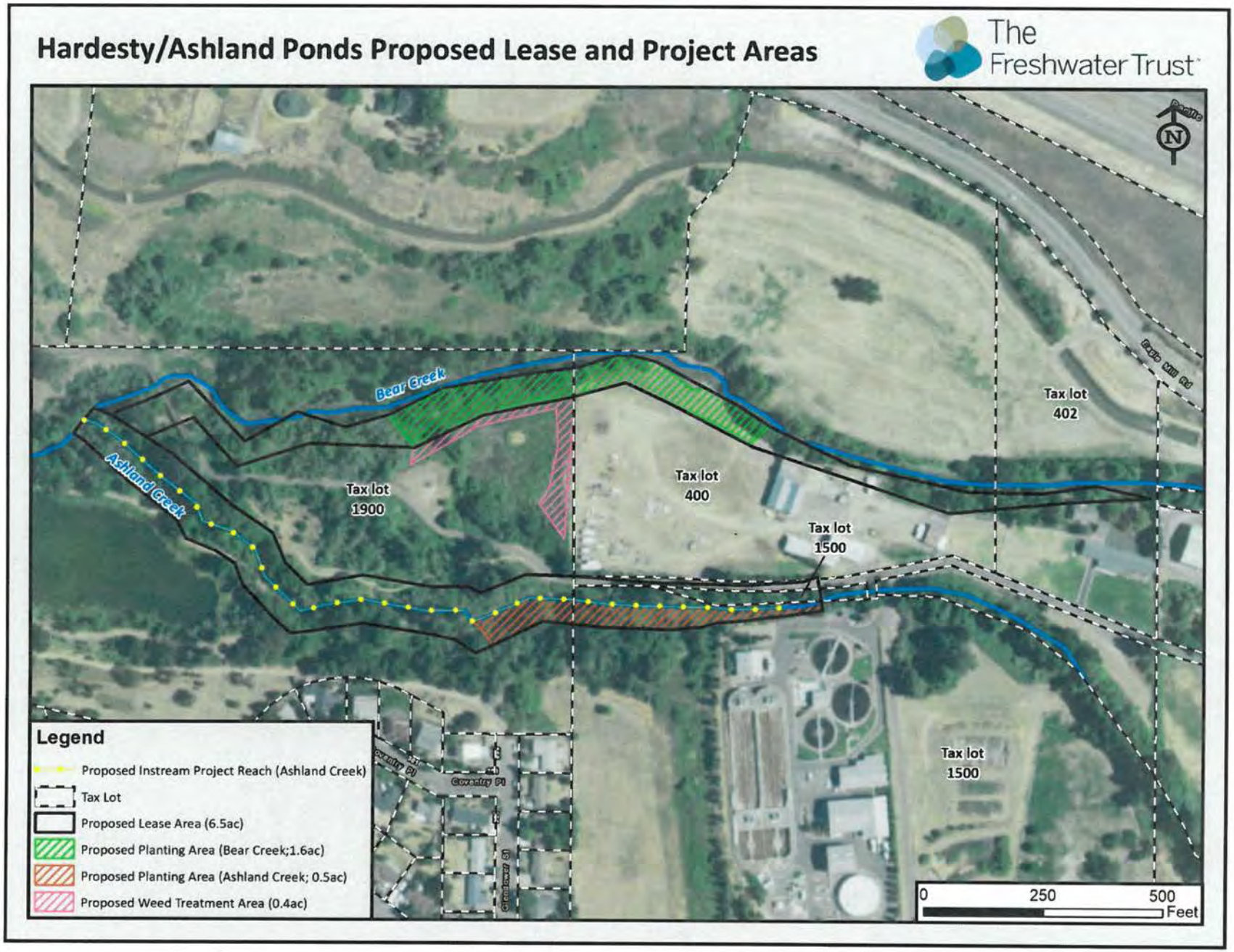

Hardesty/Ashland Ponds Proposed Lease and Project Areas
The Freshwater Trust
Bear Creek
Ashland Creek
Tax lot 1900
Tax lot 400
Tax lot 1500
Tax lot 402
Tax lot 1500
Coventry Pl
Legend
Proposed Instream Project Reach (Ashland Creek)
Tax Lot
Proposed Lease Area (6.5ac)
Proposed Planting Area (Bear Creek;1.6ac)
Proposed Planting Area (Ashland Creek; 0.5ac)
Proposed Weed Treatment Area (0.4ac)
0
250
500
Feet

EXHIBIT C – SCOPE OF RIPARIAN RESTORATION ACTIVITIES

1. **Introduction**. The following provides a basic outline of the actions and activities that may occur on the Riparian Land. The Riparian Restoration Activities include a broad range of stream bank restoration and mitigation actions similar to many forestry, agricultural, and landscaping practices. This Exhibit does not contain, and is not intended to be, an exclusive and exhaustive list of activities that TFT may conduct on the Riparian Land, but a general description of the outline and timeline of work that City may expect on its Riparian Land. As the Riparian Land is unique, each TFT project will be distinctive and tailored to that site. Variations in climate, plant species and site conditions often require modified designs for each project. Accordingly, TFT reserves the right to respond to conditions on the ground with responsible and professional agricultural practices that may or may not be cited below.

2. **Site Planning**. As project manager, TFT will develop a planting plan for the Riparian Land, vet and hire contractor(s) to perform the work of installing and maintaining the plantings, monitor and document the progress of the plantings, develop maintenance recommendations and guide the project through the credit verification and registration process. To the extent possible, TFT will engage local contractor(s) to prepare, plant and maintain the riparian restoration project, and welcomes City recommendations for such contractors.

3. **Scope of Work**. TFT or its contractor(s) may complete all or some of the following work on the Riparian Land:

   3.1. Site Preparation and Invasive Plant Removal: Site preparation will include removal or control of invasive plants within the Riparian Land and preparation of the ground for planting. Such work may involve mowing, scalping, brush hogging, hand digging and herbicide treatments. Invasive plant material will be disposed of in accordance with best management practices for those species.

   3.2. Plant Procurement: Indigenous-derived plant material will be secured whenever available. Local suppliers will be given preferential consideration for supply. TFT will work with contractor(s) to select appropriate species and relative numbers based on conditions observed at nearby reference sites and professional judgment.

   3.3. Plant Location: Planting performed by TFT or its contractor(s) will conform with zone planting guidelines developed by TFT through its planting plan and in accordance with Willamette Partnership planting standards as follows:

Table 1. Performance Criteria for Riparian Plantings

Criteria	Performance criteria			
	Year 5	Year 10	Year 15	Year 20
EITHER: 1) Mean stem density of native shrubs and woody vines[11] *OR* 2) Site average for combined native shrub and woody vine cover	Meets or exceeds 1600 live native woody stems per acre	80% of the native woody stem density identified at the end of the fifth growing season	70% of the native woody stem density identified at the end of the fifth growing season	Same as performance criteria for year 15
	Site average for combined native shrub and woody vine cover ≥ 25%			
% canopy closure or cover	N/A	N/A	≥ 25%	

Native trees/acre	None	(Dry ecoregions)[12] ≥ 50 trees/acre (Wet ecoregions)[13] ≥ 100 trees/acre
Number of native woody species	At least 5 native woody species present	
Invasive woody and herbaceous cover	No greater than 20% cover invasive herbaceous species No greater than 10% cover invasive woody species	
Non-native woody and herbaceous cover	Take and document actions reasonably necessary to evaluate the risk posed to project site by non-native species, where they are problematic (e.g., *Phalaris arundinacea* (Reed canary grass), *Hedera helix* (English ivy), *Ilex aquifolium* (English holly)), taking the steps necessary to control those non-native species such that their presence does not prevent the successful establishment and propagation of native ecosystem characteristics and functions. This includes monitoring and reporting % cover of such species.[14]	

3.4. Plant Protection: To minimize plant losses due to herbivory or damage from routine maintenance tasks (e.g., mowing), tree cages or protection tubes may be utilized as needed.

3.5. Irrigation: Supplementary irrigation may be required for establishment of most plantings. Accordingly, TFT and its contractor(s) may install an irrigation system to meet establishment needs on the Riparian Land for the use of TFT and its contractors. If the City provides irrigation water and a point of diversion for the irrigation system, City's preferences regarding design and location will be taken into account in the implementation of the system. Irrigation will be provided for the purpose of plant establishment only and once plantings are established (expected within 5 years) the irrigation system will be removed by TFT or its contractor(s).

3.6. Plant Protection: To minimize plant losses due to herbivory or damage from routine maintenance tasks (e.g., mowing), tree cages or protection tubes may be utilized as needed.

4. **Project Site Maintenance.** TFT and its contractor(s) will maintain plantings made during the term of this Lease. Maintenance may include irrigation, control of invasive plants, pruning and replacement of failed plantings. Maintenance activities are likely to occur more frequently in the first 2 to 3 years during plant establishment and less frequently in years 5 through 20.

   4.1. Maintenance. Maintenance of the Riparian Land and associated plantings will be the sole responsibility of TFT. City will not have any responsibility for maintenance of the plants on the Riparian Land. Maintenance may include running and maintaining irrigation system, applying herbicide to non-native vegetation, manually removing non-native vegetation, mowing, mulching, fertilizing, adding or modifying plant protections, and replacing plants as needed.

   4.2. Maintenance Schedule. TFT and its contractor(s) will create a maintenance schedule, to be revised annually and reviewed with City. The maintenance schedule will define the maximum number of visits needed per week and will contain information for City regarding types of maintenance activities to be conducted on the Riparian Land and the frequency of their occurrence. Scheduled maintenance tasks will generally occur on the timeline outlined below. Additional maintenance may take place as needed and dictated by routine monitoring reports.

      4.2.1. *Year 1:* Invasive treatment, site clearing and plantings. New plants will be irrigated as needed.

      4.2.2. *Years 1 – 5:* Invasive plants will be managed by mowing the project site as required. Subsequent herbicide applications may be required.

      4.2.3. *Years 5 – 20:* Maintenance will be reduced after sites have achieved free-to-grow conditions. However, if a site sustains damage, corrective actions will be completed as directed by the terms of the Contract and this Exhibit C.

      4.2.4. *In-fill planting:* The planting plan will be used as a guide for in-fill planting to replace failed plants, as well as an assessment on the success/failure of the on-site plants. In-fill planting will target representative stem densities of reference sites.

      4.2.5. Any materials used to minimize maintenance or herbivory (e.g. tree tubes or similar technology) may be removed.

   4.3. Additional Visits. Additional visits to the project site for any other purpose beyond Riparian Restoration Activities or site verification (e.g., third party visits) will be arranged with City in advance at City's discretion.

5. **Remediation.** If the site is not performing to TFT's standards at years 5, 10, 15, and 20 of the Lease, excluding circumstances in which the loss or damage is due to a Force Majeure event, action will be taken to address causes of sub-standard performance.

6. Performance Schedule.

6.1. All site preparation work is targeted for completion by Fall/Winter 2019.

6.2. Initial planting to be installed by the target date of Spring 2020, though in-fill plantings may stretch into Fall/Winter 2020.

6.3. All plant stakes, cages, mulch, and fertilizer to be installed by Fall/Winter 2020.

6.4. First year maintenance will begin once initial planting has been completed (targeted by Fall/Winter 2020) and will generally involve weekly visits to the project site by maintenance contractor through the first growing season (2021). Several visits will be needed by TFT staff as well to verify planting specs, document the work, set up monitoring points and conduct required monitoring. An estimated schedule of maintenance and monitoring visits will be developed annually by TFT and its contractor(s) and provided to the City at the beginning of each growing season (April-May) during the project establishment phase (1-5 years).

6.5. In fill and replacement plantings may be installed in year 2 and 3 as needed to meet the planting standards outlined in section 3. In fill and replacement plantings may be installed during plant dormancy period (November through May).

EXHIBIT D – IRRIGATION TERMS

1. Source of Water and Power

   1.1. TFT and its contractors will be irrigating the Riparian Land with water obtained through City's surface water right. Per City's direction, water will be pulled from the riser closest to the river and TFT will utilize a water meter to monitor impacts to other irrigation needs. TFT will be responsible for maintaining its irrigation system and filtering water for sediment and moss.

2. Application of Water to Riparian Land.

   2.1. TFT will provide City with prior notice in writing of the identity of the individual water applicator(s), if different from the general contractor(s) working on the Riparian Land. TFT or its applicator(s) will also provide City with twenty-four (24) hours' notice by telephone or email prior to entry in order to irrigate the Riparian Land.

   2.2. Irrigation water is to be applied in intervals as required to maintain soil moisture levels sufficient to support and maintain plant health. Because the success of Riparian Restoration Activities are highly dependent upon the timely application of water, Riparian Restoration Activities on Riparian Land shall be monitored for irrigation demand during the period of April to September of years 1 through 3 of the Lease and on an as-needed basis outside of that time frame.

WESTERN MONARCH ADVOCATES

Taking strides to foster future generations of Western Monarchs ~ The migration continues!

Ashland City Council
20 East Main St
Ashland, Oregon 97520

April 27, 2021

Subject: Wastewater Thermal Mitigation Project in Talent

Council Members:

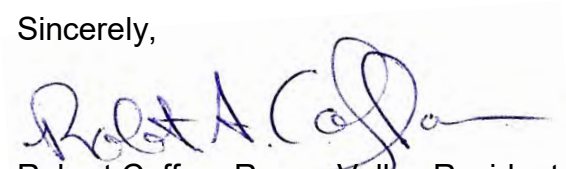
I recently attended a walking tour of the restoration project that you have undertaken along the fire-scorched banks of Bear Creek in Talent as part of your wastewater mitigation. The project itself is impressive- in size, in scope, and innovation. And I was happy to learn how you are factoring in pollinator plants into the mix. But that's not what prompted me to take the time to write…

Prior to retiring and focusing more of my community service time on the plight of our pollinators, I was a hydrologist with my own water resource consulting firm here in the Rogue Valley, a hydrogeology professor at SOU, and one of the initial founders of the Rogue Basin Partnership. I brought up my family in both Phoenix and Medford over the years, and still believe there will soon come a time where I actually *encourage* my two grandsons to go into Bear Creek to splash and swim. I only mention all of this because I can see the incredible benefits that you are helping to instill from many different angles.

Yes, your Talent Project is an efficient way to lower the solar load on the stream and yes, to also meet your permit requirements. But, it's also giving our fire and virus-ravaged corridor a much-needed face lift. The project will help Talent realize the vision for a publicly accessible park space along the front of town where people can see wildlife, kids can catch fish, and local residents can walk safely along their stream amongst a well stewarded riparian forest.

Your decision to reach out and help "fix the system" in areas where it truly needs to be fixed, even if it is not in your own back yard, is exemplary. I support your collective, "big picture" vision.

Sincerely,



Robert Coffan, Rogue Valley Resident
Chair, Western Monarch Advocates
2499 Happy Valley Dr.
Medford, OR 97501
rcoffan@gmail.com

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:
Mike Gardiner
Leslie Eldridge
Rick Landt
Jim Lewis
Julian Bell

Michael A. Black, AICP
Director

541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

PARKS COMMISSIONER STAFF REPORT

Date: May 7, 2021

To: Ashland Parks and Recreation Commissioners

From: Michael Black

Subject: Biennium 21-23 Goals Adoption

Situation

The Parks Commissioners are developing their list of goals for the 21/23 Biennium. The goals have been organized and categorized by staff and potential language for the goals is being presented here for Commissioner review and ranking. The Commissioners will have their collective rankings of the goals presented to them in the May 12, 2021 Parks Commission meeting.

Background

The Commissioners proposed nearly four-dozen goals for the new biennium. The first review of those proposed goals revealed that there were many duplicate or overlapping goals and the number of unique goals was closer to two-dozen. After further discussion and review, the Commission reduced the goals to 15, which are the final goals as presented below.

Assessment

Below, you will find the final 15 goals of the Parks Commissioners. The goals are currently being prioritized by the Parks Commissioners in a separate individual exercise. The results of the individual exercise will be collected and used for the ultimate prioritization of the goals that will be voted on in the May 12, 2021 meeting.

	PROPOSED GOAL		RELATED OBJECTIVES
A.	INVESTIGATE, DEVELOP AND IMPLEMENT A DEDICATED PERMANENT FUNDING SOURCE TO ENSURE THE LONG-TERM FINANCIAL SUSTAINABILITY OF THE ASHLAND PARKS AND RECREATION COMMISSION.	1	*UPDATE MOU WITH THE CITY OF ASHLAND AND IMPLEMENT NEW FEE SCHEDULE*
		2	*WITH THE CITY OF ASHLAND, INVESTIGATE AND IMPLEMENT DEDICATED FUNDING SOURCES DIRECTED TO APRC, SUCH AS FOOD AND BEVERAGE TAX AND TRANSIENT OCCUPANCY TAX*
		3	*SDC FEE EVALUATION*
		4	*EXPLORE THE FEASABILITY OF FORMING AN INDEPENDENT TAXING DISTRICT*
B.	UPDATE THE ASHLAND OPEN SPACE COMPREHENSIVE PLAN	1	*DEVELOP STRATEGIES TO IMPLEMENT THE PLAN AND PURCHASE CRITICAL LANDS AS APPROPRIATE BASED ON NEEDS, AVAILABILITY OF LAND AND ABILITY TO MAINTAIN THE LAND.*
		2	*UPDATE THE OPEN SPACE MASTER PLAN MAP*
C.	EXPLORE THE FEASIBILITY OF AND MAKE DECISION ON ALL TRAILS AND PROPOSALS BY THE ROGUE VALLEY MOUNTAIN BIKE ASSOCIATION.	1	*REVIEW AND DECIDE ON REQUESTED MOUNTAIN BIKE TRAIL IN LITHIA PARK*
		2	*REVIEW PROPOSED TRAILS SUSTAINABILITY PLAN FOR MOUNTAIN BIKING IN ASHLAND*
D.	PERFORM A SYSTEM-WIDE MASTER PLAN FOR ASHLAND PARKS AND RECREATION TO INCLUDE THE FOLLOWING SECTIONS, AT LEAST: (SECTIONS MAY BE COMPLETED TOGETHER OR INDEPENDENTLY)	1	*VISION AND GOALS*
		2	*BICYCLE AND PEDESTRIAN CIRCULATION AND ACCESS TO PARK PROPERTIES*
		3	*PARK SYSTEM MAINTENANCE AND IMPROVEMENTS*
		4	*FLEET EVALUATION RECOMMENDATIONS*
		5	*DESIGN AND MAINTENANCE GUIDELINES*
		6	*REVIEW AND UPDATE OF ALL APRC POLICIES*
E.	INVESTIGATE WAYS TO IMPROVE DIVERSITY, EQUITY AND INCLUSION (DEI) FOR BOTH INTERNAL WORKFORCE AND PUBLIC ACCESS AND SERVICES.	1	*WITH THE HELP OF A QUALIFIED DEI CONSULTANT, GATHER COMMUNITY INPUT, DEFINE AREAS FOR IMPROVEMENT, AND IMPLEMENT ACTION IN ALIGNMENT WITH CITY DEI POLICIES AND INITIATIVES.*
F.	EXPLORE AND IMPLEMENT, AS FUNDS ALLOW, CAPITAL IMPROVEMENTS THAT WOULD REDUCE LONG TERM MAINTENANCE COSTS WITH A GOAL FOR THE IMPROVEMENTS TO PAY FOR THEMSELVES.	1	*REPLACE MAIN IRRIGATION CENTRAL COMPUTER SYSTEM*
		2	*TRANSITION FROM CITY WATER TO IRRIGATION WATERS, WHERE APPLICABLE FOR IRRIGATION PURPOSES*
G.	ENVIRONMENTAL SUSTAINABILITY AND IMPLEMENTATION PLAN	1	*PERFORM GREENHOUSE GAS INVENTORY*
		2	*PERFORM A COMPREHENSICE ENERGY AUDIT*
		3	*OBTAIN A QUOTE TO COVER THE POOL AND DO AN ANALYSIS ON HEATING COSTS WITH AND WITHOUT THE COVER*
H.	COMPLETE THE WORK ON THE LITHIA PARK MASTER PLAN AND PRESENT THE COMPLETED PLAN TO THE COMMISSIONERS FOR ADOPTION.	1	*ADOPT A PRIORITIZED LIST OF DEFERRED MAINTENANCE PROJECTS WITH PROJECTED COSTS, INCLUDING, BUT NOT LIMITED TO: PEDESRIAN PATH ALONG WINBURN WAY; BUTLER PEROZZI FOUNTAIN*
N.	CONTINUE TO WORK WITH THE CITY OF ASHLAND, THE CHAMBER OF COMMERCE AND OTHER ORGANIZATIONS TO PROMOTE AND SUPPORT TOURISM IN OUTDOOR RECREATION	1	*PROMOTE PARKS AND PEDESTRIAN/MOUNTAIN BIKE TRAILS AS A HEALTHY AND SAFE CONTRIBUTOR TO ECONOMIC RECOVERY*
		2	*CLARIFY ROLES AND RESPONSIBILITIES OF APRC IN APPLICATION AND PERMITTING PROCESS FOR NEW TRAILS AND OUTDOOR EVENTS*
		3	*INVESTIGATE LIABILITY INSURANCE REQUIREMENT FOR CITY OF ASHLAND*
		4	*ESTABLISH PROCESS WITH ADJOINING LAND MANAGERS (USFS, BLM, PRIVATE LANDOWNERS) FOR OUTDOOR RECREATION EVENTS OR ACTIVITIES THAT WILL OCCUR ON MULTI-JURISDICTIONAL LANDS*
I.	BUILD EAST MAIN STREET NEIGHBORHOOD PARK INCLUDING THE DOG PARK, BIKE-SKILLS PARK AND PUMP TRACK.		
J.	COMPLETE THE PHASED MASTER PLAN FOR ASHLAND CREEK PARK, INCLUDING THE INSTALLATION OF A BASKETBALL COURT WITH STRIPING FOR MULTIPLE USES, INCLUDING PICKLEBALL.		
K.	CREATE A SMALL POCKET-NEIGHBORHOOD PLAYGROUND/PARK IN THE VICINITY OF OAK KNOLL CLUB HOUSE.		
L.	MITIGATE FIRE VULNERABILITY ON ALL APRC LANDS AND EXPLORE FUNDING TO SUPPORT FIRE SUPPRESSION AND BEST MANAGEMENT PRACTICES.		
M.	IMPROVE PUBLIC AQUATIC RECREATION AND COMPETITIVE OPTIONS IN ASHLAND CONSISTENT WITH THE FINDINGS AND RECOMMENDATIONS OF THE POOL AD HOC COMMITTEE AND ENSURE THE CONTINUOUS OPERATION OF AN ADEQUATE RECREATIONAL POOL IN ASHLAND DURING THE SUMMER MONTHS, AT A MINIMUM UNTIL CONSTRUCTION BEGINS ON A NEW POOL		
O.	WORK WITH LOCAL PARTNERS, INCLUDING THE ASHLAND SCHOOL DISTRICT AND SOUTHERN OREGON UNIVERSITY TO OBTAIN AGREEMENTS FOR MUTUAL USE OF FACILITIES INCLUDING SCHOOL GYMS FOR RECREATION LEAGUES OR OPEN PLAY DURING NON-SCHOOL TIMES AND DURING SMOKE EVENTS.		

Recommendation

I recommend that the Commissioners review the goals again and prepare for a discussion on the prioritization of the goals and for a motion to establish the prioritization for the upcoming biennium.

	PROPOSED GOAL		RELATED OBJECTIVES
A.	INVESTIGATE, DEVELOP AND IMPLEMENT A DEDICATED PERMANENT FUNDING SOURCE TO ENSURE THE LONG-TERM FINANCIAL SUSTAINABILITY OF THE ASHLAND PARKS AND RECREATION COMMISSION.	1	*UPDATE MOU WITH THE CITY OF ASHLAND AND IMPLEMENT NEW FEE SCHEDULE*
		2	*WITH THE CITY OF ASHLAND, INVESTIGATE AND IMPLEMENT DEDICATED FUNDING SOURCES DIRECTED TO APRC, SUCH AS FOOD AND BEVERAGE TAX AND TRANSIENT OCCUPANCY TAX*
		3	*SDC FEE EVALUATION*
		4	*EXPLORE THE FEASABILITY OF FORMING AN INDEPENDENT TAXING DISTRICT*
B.	UPDATE THE ASHLAND OPEN SPACE COMPREHENSIVE PLAN	1	*DEVELOP STRATEGIES TO IMPLEMENT THE PLAN AND PURCHASE CRITICAL LANDS AS APPROPRIATE BASED ON NEEDS, AVAILABILITY OF LAND AND ABILITY TO MAINTAIN THE LAND.*
		2	*UPDATE THE OPEN SPACE MASTER PLAN MAP*
C.	EXPLORE THE FEASIBILITY OF AND MAKE DECISION ON ALL TRAILS AND PROPOSALS BY THE ROGUE VALLEY MOUNTAIN BIKE ASSOCIATION.	1	*REVIEW AND DECIDE ON REQUESTED MOUNTAIN BIKE TRAIL IN LITHIA PARK*
		2	*REVIEW PROPOSED TRAILS SUSTAINABILITY PLAN FOR MOUNTAIN BIKING IN ASHLAND*
D.	PERFORM A SYSTEM-WIDE MASTER PLAN FOR ASHLAND PARKS AND RECREATION TO INCLUDE THE FOLLOWING SECTIONS, AT LEAST: (SECTIONS MAY BE COMPLETED TOGETHER OR INDEPENDENTLY)	1	*VISION AND GOALS*
		2	*BICYCLE AND PEDESTRIAN CIRCULATION AND ACCESS TO PARK PROPERTIES*
		3	*PARK SYSTEM MAINTENANCE AND IMPROVEMENTS*
		4	*FLEET EVALUATION RECOMMENDATIONS*
		5	*DESIGN AND MAINTENANCE GUIDELINES*
		6	*REVIEW AND UPDATE OF ALL APRC POLICIES*
E.	INVESTIGATE WAYS TO IMPROVE DIVERSITY, EQUITY AND INCLUSION (DEI) FOR BOTH INTERNAL WORKFORCE AND PUBLIC ACCESS AND SERVICES.	1	*WITH THE HELP OF A QUALIFIED DEI CONSULTANT, GATHER COMMUNITY INPUT, DEFINE AREAS FOR IMPROVEMENT, AND IMPLEMENT ACTION IN ALIGNMENT WITH CITY DEI POLICIES AND INITIATIVES.*
F.	EXPLORE AND IMPLEMENT, AS FUNDS ALLOW, CAPITAL IMPROVEMENTS THAT WOULD REDUCE LONG TERM MAINTENANCE COSTS WITH A GOAL FOR THE IMPROVEMENTS TO PAY FOR THEMSELVES.	1	*REPLACE MAIN IRRIGATION CENTRAL COMPUTER SYSTEM*
		2	*TRANSITION FROM CITY WATER TO IRRIGATION WATERS, WHERE APPLICABLE FOR IRRIGATION PURPOSES*
G.	ENVIRONMENTAL SUSTAINABILITY AND IMPLEMENTATION PLAN	1	*PERFORM GREENHOUSE GAS INVENTORY*
		2	*PERFORM A COMPREHENSICE ENERGY AUDIT*
		3	*OBTAIN A QUOTE TO COVER THE POOL AND DO AN ANALYSIS ON HEATING COSTS WITH AND WITHOUT THE COVER*
H.	COMPLETE THE WORK ON THE LITHIA PARK MASTER PLAN AND PRESENT THE COMPLETED PLAN TO THE COMMISSIONERS FOR ADOPTION.	1	*ADOPT A PRIORITIZED LIST OF DEFERRED MAINTENANCE PROJECTS WITH PROJECTED COSTS, INCLUDING, BUT NOT LIMITED TO: PEDESRIAN PATH ALONG WINBURN WAY; BUTLER PEROZZI FOUNTAIN*
N.	CONTINUE TO WORK WITH THE CITY OF ASHLAND, THE CHAMBER OF COMMERCE AND OTHER ORGANIZATIONS TO PROMOTE AND SUPPORT TOURISM IN OUTDOOR RECREATION	1	*PROMOTE PARKS AND PEDESTRIAN/MOUNTAIN BIKE TRAILS AS A HEALTHY AND SAFE CONTRIBUTOR TO ECONOMIC RECOVERY*
		2	*CLARIFY ROLES AND RESPONSIBILITIES OF APRC IN APPLICATION AND PERMITTING PROCESS FOR NEW TRAILS AND OUTDOOR EVENTS*
		3	*INVESTIGATE LIABILITY INSURANCE REQUIREMENT FOR CITY OF ASHLAND*
		4	*ESTABLISH PROCESS WITH ADJOINING LAND MANAGERS (USFS, BLM, PRIVATE LANDOWNERS) FOR OUTDOOR RECREATION EVENTS OR ACTIVITIES THAT WILL OCCUR ON MULTI-JURISDICTIONAL LANDS*
I.	BUILD EAST MAIN STREET NEIGHBORHOOD PARK INCLUDING THE DOG PARK, BIKE-SKILLS PARK AND PUMP TRACK.		
J.	COMPLETE THE PHASED MASTER PLAN FOR ASHLAND CREEK PARK, INCLUDING THE INSTALLATION OF A BASKETBALL COURT WITH STRIPING FOR MULTIPLE USES, INCLUDING PICKLEBALL.		
K.	CREATE A SMALL POCKET-NEIGHBORHOOD PLAYGROUND/PARK IN THE VICINITY OF OAK KNOLL CLUB HOUSE.		
L.	MITIGATE FIRE VULNERABILITY ON ALL APRC LANDS AND EXPLORE FUNDING TO SUPPORT FIRE SUPPRESSION AND BEST MANAGEMENT PRACTICES.		
M.	IMPROVE PUBLIC AQUATIC RECREATION AND COMPETITIVE OPTIONS IN ASHLAND CONSISTENT WITH THE FINDINGS AND RECOMMENDATIONS OF THE POOL AD HOC COMMITTEE AND ENSURE THE CONTINUOUS OPERATION OF AN ADEQUATE RECREATIONAL POOL IN ASHLAND DURING THE SUMMER MONTHS, AT A MINIMUM UNTIL CONSTRUCTION BEGINS ON A NEW POOL		
O.	WORK WITH LOCAL PARTNERS, INCLUDING THE ASHLAND SCHOOL DISTRICT AND SOUTHERN OREGON UNIVERSITY TO OBTAIN AGREEMENTS FOR MUTUAL USE OF FACILITIES INCLUDING SCHOOL GYMS FOR RECREATION LEAGUES OR OPEN PLAY DURING NON-SCHOOL TIMES AND DURING SMOKE EVENTS.		

Recommendation

I recommend that the Commissioners review the goals again and prepare for a discussion on the prioritization of the goals and for a motion to establish the prioritization for the upcoming biennium.

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:
Mike Gardiner
Leslie Eldridge
Rick Landt
Jim Lewis
Julian Bell

Michael A. Black, AICP
Director

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PARKS COMMISSIONER STAFF REPORT

Date: May 7, 2021

To: Ashland Parks and Recreation Commissioners

From: Michael Black, APRC Director

Subject: CIP Approval

Situation

Each biennium, the Parks Commissioners approve a Capital Improvement Plan (CIP). That plan includes budgets for each project and the source of the funds intended to use for those projects.

Background

I intend to review the capital information with the Commissioners in detail after the goals discussion and prioritization at the May 12th meeting. This item is intended to provide some information on the Capital Improvement Plan sets the funding strategies to accomplish the goals and objectives of the Ashland Parks and Recreation Commission.

Some of the items in the table below are required and the funds have already been encumbered, or those funds are already dedicated for those purposes. I will go into more detailed about why some of these projects are required and why some funds are already encumbered.

Notes:

“F&B” is the Food and Beverage Tax and the funds represented here are made of up of the current balance of those of funds on hand and the funds that are projected to come in over the coming biennium. This represents 25% of the total Food and Beverage Tax.

“SDC” is System Development Charge and is the money that is collected through the building permit program when new structures are built in town.

“Other Grant/Loan” represents funds that would come from grants, the Ashland Parks Foundation or other donations, as well as bonds.

		FY 2021/22				FY 2022/23				
Description	2021/23 Budget Proposal	F&B	SDC	Other (grant/ loan)	2019-20 Totals	F&B	SDC	Other (grant/ loan)	2022-23 Totals	2022/23 Grand Total
Dept Payments (Calle, Briscoe, Garfield)	374,734	187,687			187,687	187,047			187,047	374,734
Operations Transfer	870,000	435,000			435,000	435,000			435,000	870,000
Real Estate Acquisition (East Main)	191,000		100,000	91,000	191,000				-	191,000
Repair Perozzi Fountain @ Lithia Park	435,000	35,000		75,000	110,000			325,000	325,000	435,000
Japanese Garden	1,250,000			1,250,000	1,250,000				-	1,250,000
Daniel Meyer Pool Rebuild	5,255,000	255,000			255,000			5,000,000	5,000,000	5,255,000
East Main Park Development	941,100	125,000		691,100	816,100			125,000	125,000	941,100
Kestral Park Bridge	550,000			550,000	550,000				-	550,000
Lithia Park Improvements	243,000			243,000	243,000				-	243,000
All Parks Master Plan	150,000	150,000			150,000				-	150,000
Mace Property Trail	25,000	25,000			25,000				-	25,000
Skills Park	225,000				-			225,000	225,000	225,000
Oak Knoll Playground	125,000				-	125,000			125,000	125,000
TID Improvements	100,000	50,000			50,000	50,000			50,000	100,000
Ashland Creek Park Basketball Court	75,000			75,000	75,000				-	75,000
2nd Bear Creek Greenway Pedestrian Bridge Proj	825,000	75,000		75,000	150,000			675,000	675,000	825,000
Beach Creek Restoration	35,000			35,000	35,000				-	35,000
ICC Motorola Control (Irrigation)	200,000				-	200,000			200,000	200,000
Total	11,869,834	1,337,687	100,000	3,085,100	4,522,787	997,047	-	6,350,000	7,347,047	11,869,834

Recommendation

I recommend that the Commissioners review the attached CIP plan and compare that to the goals that are being proposed. We will go into more detail about the resources required to complete the CIP plan at the meeting. Ultimately, we will be asking the Commissioners to vote on the CIP in the upcoming meeting.

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

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PARKS COMMISSIONER STAFF REPORT

TO: Ashland Parks and Recreation Commissioners

FROM: Rachel Dials, Recreation Superintendent
Isleen Glatt; Senior Services Superintendent

DATE: May 5, 2021

SUBJECT: Misc. Fees Adoption (Action)

Situation:
Towards the end of each fiscal year the City of Ashland submits updates and adjustments of fees and charges to the City Council for approval per Resolution. Because the Commission is an elected body and before the City Council reviews the fees in June, staff is requesting review and action from the Parks Commission to the Miscellaneous Fees and Charges for APRC.

Background:
Most of these suggested fee updates were submitted in April 2020 to the Finance Department, but due to the pandemic, the Council chose to not move forward with any changes. Staff is submitting the same changes again to ensure they make it in the 21/22 rate book.

This is also a chance to solidify a formal process that allows for Commission input and approval, prior to City Council approval of APRC fees.

The only changes of fees since 2019-20 are:

Senior Services Division

- "Gentle Yoga for 60+"classes, previously offered for $5/class drop-in or $15/four classes, was be raised $20/four classes or $6/class drop-in, to be able to attract new instructors.
- "Senior Archery" is a new class, with fee set at $10/hour including equipment.
- "Art Class Series for Seniors" is a new class, set $10/class hour plus materials.

Recreation Division

- Allowance for up to an 80/20 split with instructors to keep affordable for

the community for some low-cost programs.
- Other minor edits to the document that were incorrect based on past fee approvals.

All other fees listed in the attachment have been approved previously by the Ashland Parks and Recreation Commission.

APRC staff will also be bringing other fee and charges adjustments to the Commission later, as the Cost Recovery Process for APRC unfolds.

Assessment:
These minor changes to fees do not represent a significant change to the community. Rather, most of these updates are to more accurately reflect current practices.

Recommendation

Review the attached information and approve it during the official business meeting of May 12, 2021

Possible Motion

I move to recommend approval of the APRC fees to City Council for inclusion in the City of Ashland Misc Fees and Charges Booklet for FY 21/22.

Attachments:
- Spreadsheet of adjustments to APRC Fees
- City of Ashland 19/20 Misc Fees and Charges Booklet

ASHLAND PARKS & RECREATION COMMISSION

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PARKS COMMISSIONER STAFF REPORT

Date: May 7, 2021

To: Ashland Parks and Recreation Commissioners

From: Michael Black

Subject: Purchase of Lot 100, a One-Acre Parcel for and Addition to the East Main Park

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Situation

In 2018, the Parks Commissioners and City Council approved the purchase a 5.5 acre parcel at 0 E. Main, known as parcel 391E11CB tax lot 200 of the Jackson County Assessor's Map (*"Lot 200"*). Lot 200 is located between E. Main and Abbott Ave, just east of Clay St. APRC purchased the property at a reduced rate of $1,000,000 from the appraised value $1,780,000 after negotiations with the seller.

After the purchase of Lot 200, the owner of the adjacent property (tax lot 391E11CB – 100, or "Lot 100"), which is a 2.03 acre lot, approached APRC with an offer to sell one-acre of their lot to add to Lot 200. The addition of the one-acre lot is desirable due to its adjacency to the adjoining neighborhood, the additional acreage will also allow additional features at the East Main Park like a community garden and the lot already has a dedicated public pedestrian path that dead ends at the property line.

Background

Ashland Parks and Recreation Commission (*"APRC"*) sold 2.57 acres of undeveloped land at 380 Clay Street, known as parcel 391E11C tax lot 2504 of the Jackson County Assessor's Map (*"Lot 2504"*) to the Housing Authority of Jackson County ("HAJC) to facilitate the purchase of Lot 200 – the 5.5 acres that make up East Main Park.

APRC sold the 2.57 acres of land to HAJC to continue the development of affordable housing in the Ashland community. The sale of Lot 2504 also brought APRC a total of $1,091,504 in cash from the HAJC. The purchase price of the 5.5 acre E. Main St. (Lot 200) was only $1,000,000, which left just over $91,000 in the accounts from the transaction.

The land being proposed for purchase from the owners of Lot 100 is a desirable addition to the East Main Park purchase (Lot 200) for the following reasons:

1. The property provides a connection to the adjacent neighborhood via an existing pedestrian path that connects directly to the land being purchased. This pedestrian connection is located between the existing neighborhood and the proposed land to be purchased. The pedestrian path is already a public path and it dead ends at Lot 100.

2. The size of the park, with the one-acre addition, is more conducive to the overall goals of the park and the desired uses at the park, such as a community garden, bicycle pump track, bicycle skill park and dog park. See the attached concept plan for the East Main Park that was developed with the assistance of the public.
3. With the sale of the YMCA Park to the YMCA, which happened in 2017 (detail below) and Lot 2504 to the HAJC, the residents of Ashland need a new neighborhood park in this area. The size of the former YMCA Park was 6.5 acres. By adding the proposed one-acre to the existing 5.5 acres at East Main Park, we will be replacing the YMCA Park with a park of the exact same size and we will be serving the community to the best of our ability.
4. APRC is committed to providing parks within each neighborhood (1/4 mile radius) in the City of Ashland and the addition of this parcel will allow APRC to address one of the only areas in town that does not currently have a community park with the ¼ mile radius. .
5. The sale of Lot 2504 affords ARPC to purchase the land with 90% of the funds coming from the net proceeds of the sale to HAJC and the additional $9,000 coming from the funds already set aside for the development of the East Main Park. No general fund resources would be used to purchase the one-acre Lot 100.
6. The owners of Lot 100, the property being proposed for purchase, have agreed to sell the land to APRC at a fraction of the actual value so that the land can be used as a park.
7. The neighboring community has shown wide support for the addition of this one-acre parcel to the overall development of the East Main Park.

Assessment

The purchase of the property is supported by funds that are dedicated to replacing the parks that were sold in the area. In addition to the sale of Lot 200 to the HAJC for $1,091,504 in cash, the City and APRC sold the YMCA Park parcel to the YMCA in 2017 for $480,000. At the time it was determined that the park was *"disproportionately used by the YMCA for their growing programs which limits the free play time at the Park to those times the YMCA does not have the facilities reserved."* The City Council approved the sale of the land in June of 2017. The funds are available to purchase the one-acre parcel without affecting the general fund.

Additionally, there is an obvious benefit to the public that would be gained from adding a full acre of land to existing East Main Park. This is evident in the conceptual drawing for the East Main Park and the pedestrian connection that would link the adjoining neighborhood with the new East Main Park.

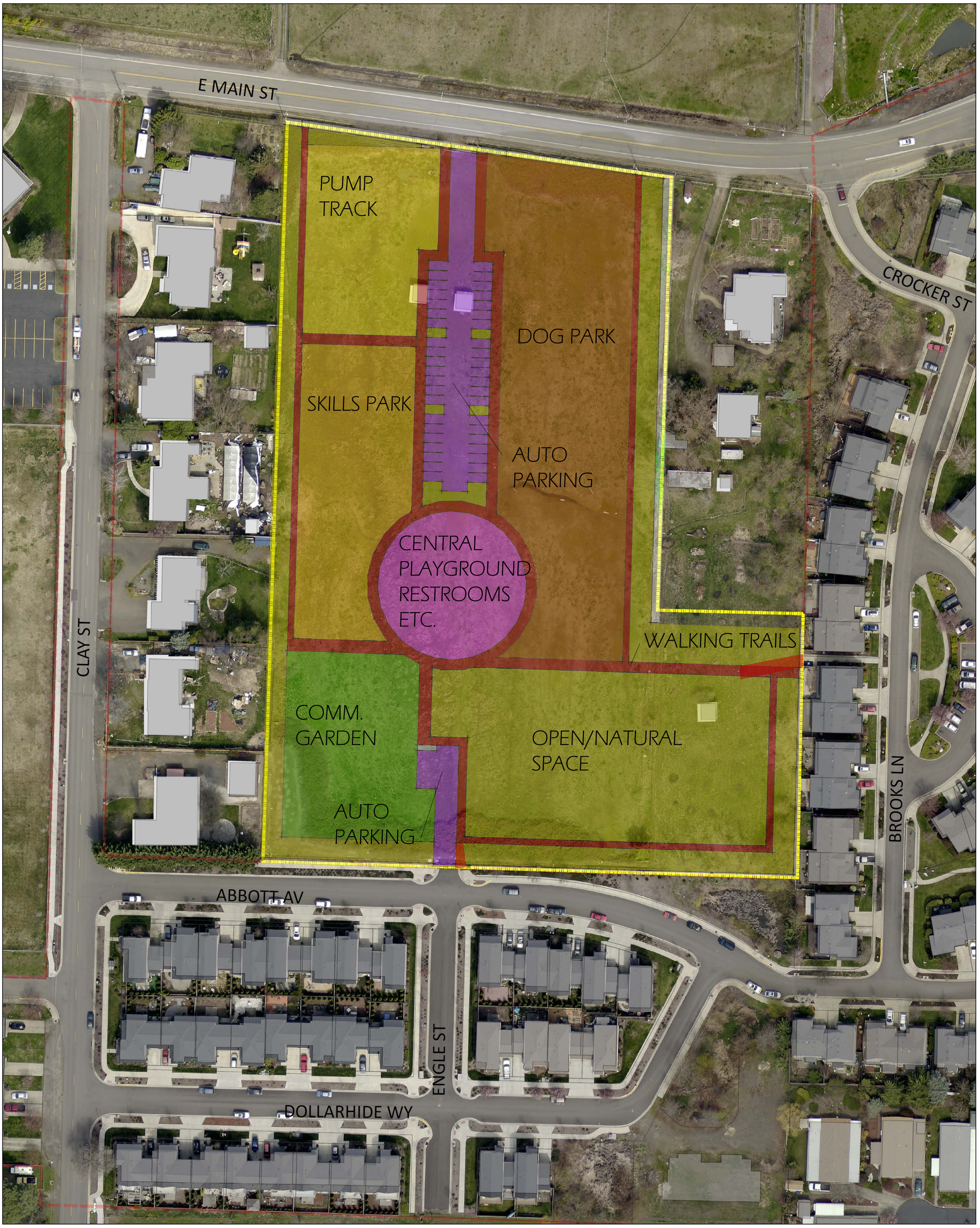
The public participated in the creation of the East Main Park conceptual drawings through a design charette process held by APRC to involve the public in planning the park. The City required the dedication of the pedestrian path from Brooks Lane to the subject parcel at the time Brooks Lane developed, so that connection already exists and would be put to good use if it led to the new East Main Park.

A further point supporting the purchase of the property is the willingness of the sellers to offer it to us at lower than market value. Recent land sales and appraisals would support a much higher price, and APRC would like to take advantage of this opportunity because of all of the very good reasons to add this parcel to the park system, but that is also supported by a very reasonable sale price and funds that area available and are purposed for this very scenario.

Recommendation

Staff is recommending that the Parks Commissioners approve the purchase of Lot 100 as proposed. Possible motion*: I move to approve the acquisition of the lot known as tax lot 100 for the price of $100,000 as presented in the staff report.*

Attachments
E Main Park Use Concept
Council Communication – YMCA Park



East Main Park
Neighborhood Scoping Meeting
October 24, 2019

N

80 40 0 80 Feet

1 In. = 40 Ft.

Council Business Meeting

June 20, 2017

Title:	Conveyance of Real Property – YMCA Park	
From:	Michael A. Black, AICP	Parks Director
	michael.black@ashland.or.us	

Summary:

After a mutually beneficial relationship lasting over thirty-one years, the Ashland YMCA and Ashland Parks and Recreation Commission (APRC) have decided to conclude their partnership at the YMCA Park. Historically, APRC has maintained the fields and facilities at the park at no cost to the YMCA. Although youth programs will continue at the Park through the Ashland YMCA organization, the property will be deeded back to the YMCA and the two agencies will no longer maintain their historic relationship of landlord and tenant.

YMCA Park is located adjacent to the Ashland YMCA facility on Tolman Creek Road and encompasses 6.56 acres, including a parking lot, soccer fields, playground and multi-purpose building. In 1986 the YMCA and APRC entered into an agreement resulting in a deed of 6.56 acres of land to APRC at no cost. According to the agreement, APRC agreed to build out and maintain the facility over time at no cost to the YMCA so long as they implemented and managed a soccer program for Ashland youth at the Park.

During the thirty-one year partnership, the YMCA has used the property to accomplish a youth soccer program, among other programs and events that have benefited thousands of Ashland's youth and families. At this time, however, it is clear that the Park is disproportionately used by the YMCA for their growing programs which limits the "free play" time at the Park to those times the YMCA does not have the facilities reserved.

APRC has agreed to deed the land back to the YMCA for the cash consideration of the depreciated value of the existing improvements (parking lot, restrooms, playground and fields). Additionally, the YMCA has committed to continue to offer soccer and other youth programs on the fields for an indefinite amount of time. APRC will use the funds that are collected from the conveyance of the property to build a new facility in the immediate area that will replace the playground, picnicking areas and restrooms in a new neighborhood park.

The Oregon Revised Statutes allow the City to convey real property whenever the "public interest may be furthered":

> *"(1) . . . a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of their interest in the property to a governmental body or private individual or corporation. The consideration for the c or lease may be cash or real property, or both." ORS 271.310(1).*

Actions, Options, or Potential Motions:

The Ashland Parks Commissioners have voted to convey the 6.56 acres of land that makes up the YMCA Park back to the YMCA with consideration for the values associated with the capital improvements on the site. The City Council may choose to either approve the Commissioner's decision or reject it.

Potential motion:

I move that the City Council approves the recommendation of the Park Commissioners to convey 6.56 acres of land which comprises the YMCA Park to the Ashland YMCA for cash and other considerations listed in the staff report.

Staff Recommendation:

Staff recommends that the City Council affirm the decision of the Ashland Parks Commissioners to convey the YMCA Park property back the YMCA with the following conditions:

1. YMCA will pay APRC $480,000 cash at the time of the sale for the 2017 Depreciated Replacement Cost Estimate, according to the 2017 Appraisal
2. YMCA will guarantee that the full site will be used for youth sports for the next ten years with a penalty of $270,000 if YMCA sells any of the land or quits providing youth sports at the Property
3. YMCA will grant a pedestrian and bicycle easement through the Property while APRC owns adjacent property, or until a public right of way from Tolman to Clay Street is constructed adjacent to the Property
4. YMCA will allow citizens of Ashland to use the playground facility for active play, while not already in use by the YMCA, until APRC builds a new park, with a playground, within a quarter mile of the existing park or for two years – whichever is less.

Resource Requirements:

The resources used to improve the property in the 1980s were dedicated assets from the Parks fund. No resources are required for the conveyance of this property. In fact, the YMCA will pay the Ashland Parks and Recreation Commission $480,000 in cash at conveyance and the following fiscal benefits will also be realized with the conveyance of the property:

1. YMCA will continue to provide soccer and youth sports for at least ten years. APRC will no longer be responsible for the cost associated with the field maintenance to provide this recreational service to the citizens of Ashland during that time.
2. APRC will be able to remove itself from the perpetual deed and its associated fiscal requirements conclusively.
3. APRC will save the deferred maintenance costs required at the YMCA Park.
4. The proceeds from the sale of the land will go directly to the replacement of restroom facilities, playground and other amenities within a new park close to the YMCA park, ensuring that citizens do not "lose" a park facility through the sale of this land

Policies, Plans and Goals Supported:

The action requested in this Council Communication is supported by the following APRC goals:

Negotiate with the Ashland YMCA to rid APRC of the restrictive deed that currently governs the use of APRC's "YMCA Park."

Background and Additional Information:

The Property was first purchased by the Ashland YMCA from Devex, Inc. in 1980. In 1986, the YMCA and the Ashland Parks and Recreation Commission reached an agreement of conveyance of the unimproved land to APRC at no cost with the following conditions:

1. Within two years, APRC will complete all improvements including:

    a. Irrigation
    b. Fill, level and plant grass playing fields
    c. Build multi-purpose building (restrooms, concessions and shelter)
    d. Develop paved parking area

2. YMCA will have the first right to all property except parking lot, with the right to exclusive use during the times requested by YMCA , in perpetuity
3. APRC and public can use the park when YMCA is not
4. APRC will not charge YMCA any fees or costs for the use of the fields and appurtenant facilities, in perpetuity
5. *"APRC shall maintain the park and the playing fields suitable for soccer so long as the YMCA maintains a soccer program."* (quoted from deed of 1986)

In late 2016, an appraisal was contracted for the property with Brown, Chudleigh, Schuler, Myers and Associates out of Medford, OR. The appraiser evaluated the land based on its current value considering the deed restrictions cited above.

The appraised values of the land are as follows (from 2017 Brown, Chudleigh, Schuler, Myers and Associates appraisal):

a. "As Is" Market Land Value (February 10, 2017): **$0 (ZERO DOLLARS)**
b. Depreciated Replacement Cost Estimate of Site Improvements (February 10, 2017): **$480,000.00**

From the 2017 Appraisal:

"It is our opinion that with the onerous deed restriction, which constitutes a substantial burden to a buyer, no well-informed or well advised buyer would purchase a property that cannot be developed to its highest and best use. Therefore, since the definition of market value cannot be

met, in our opinion, the market value of the fee simple interest in the subject land would be zero."

– 2017 Brown, Chudleigh, Schuler, Myers and Associates Appraisal, Page iii

In addition, the cost of maintenance of the park is estimated at between $35,000 and $50,000 for the full 6.56 acres. Utility costs are lower than some parks due to the fact that the main water source on the property is from a well shared with the YMCA. The cost of maintenance is something that is incumbent upon Ashland Parks to provide as long as the restrictive deed is in place. Aside from routine maintenance, all other major maintenance and replacement at the park is also the responsibility of Ashland Parks.

The Ashland YMCA does not wish to relinquish the water rights to the well and the cities water rights to the well will be conveyed to the YMCA with the sale.

Park Replacement:

APRC owns property in the vicinity of the YMCA Park and, in keeping with the goal of providing parks within walking distance of our citizens, we will develop a new park to replace the YMCA Park that will be open to the public as a neighborhood park. The timeline for replacement is estimated at two-years and during that time, the YMCA has agreed to allow the public to continue to access some of the facilities at the YMCA Park.

Attachments:

1. YMCA Park Map
2. 1986 YMCA Park Restrictive Deed
3. 2017 Brown, Chudleigh, Schuler, Myers and Associates Appraisal