

IMPORTANT: Any citizen may orally address the Parks Commission on non-agenda items during the Public Forum. Any citizen may submit written comments to the Commission on any item on the Agenda, unless it is the subject of a public hearing and the record is closed. Time permitting, the Presiding Officer may allow oral testimony. If you wish to speak, please out the Speaker Request Form located near the entrance to the Council Chambers. The chair will recognize you and inform you as to the amount of time allotted to you, if any. The time granted will be dependent to some extent on the nature of the item under discussion, the number of people who wish to speak, and the length of the agenda.



AGENDA FOR REGULAR MEETING

ASHLAND PARKS & RECREATION COMMISSION

February 27, 2017

Council Chambers, 1175 E. Main Street

7:00 p.m.

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
 - a. Regular Meeting—January 23, 2017
 - b. Senior Center Subcommittee Meeting—January 24, 2017
 - c. Trail Master Plan Update Committee Meeting—January 25, 2017
- III. PUBLIC PARTICIPATION
 - a. Open Forum
- IV. ADDITIONS OR DELETIONS TO THE AGENDA
- V. UNFINISHED BUSINESS
- VI. NEW BUSINESS
 - a. Joint Powers Agreement Amendment Discussion (Action)
 - b. Calle Seating Agreements and Fee Designation (Action)
- VII. SUBCOMMITTEE AND STAFF REPORTS
 - a. Quarterly Budget Update (Information)
 - b. Joint Commission / Council Meeting Update (Information)
- VIII. ITEMS FROM COMMISSIONERS
- IX. UPCOMING MEETING DATES
 - a. Study Session—March 20, 2017
 - The Grove, 1195 E. Main—5:30 p.m.
 - b. Regular Meeting—March 27, 2017
 - Council Chambers, 1175 E. Main—7:00 p.m.
 - c. Joint Parks Commission / Council Meeting—May 1, 2017
 - Council Chambers, 1175 E. Main—5:30 p.m.
- X. ADJOURNMENT

City of Ashland
ASHLAND PARKS AND RECREATION COMMISSION
REGULAR MEETING
MINUTES
January 23, 2017

Present: Commissioners Gardiner, Landt, Lewis, Miller; Director Black; Superintendent Dials; Interim Superintendent McFarland; Executive Assistant Dyssegard; Assistant Manuel

Absent: Commissioner Heller; City Council Liaison Mayor Stromberg

CALL TO ORDER

Chair Gardiner called the meeting to order at 7:00 p.m. at Council Chambers, 1175 E. Main Street

APPROVAL OF MINUTES

Regular Session—December 19, 2016

Motion: Landt moved to approve the December 19, 2016, Regular Meeting Minutes as amended:

Page 6 Paragraph One Original: "Landt suggested that rather than establishing market rates and increases based upon the Consumer Price Index, using an aggregate of local restaurant revenue data might reflect actual economic impacts on the ground. Once established, fees could be adjusted annually based on that assessment."

Amended as:

"Landt suggested that rather than establishing annual increases based on the Consumer Price Index, the Commissioners could use an aggregate of local increases (or decreases) based on an aggregate of local revenue as extracted from meals tax records."

Lewis seconded the motion.

The vote was all yes

PUBLIC PARTICIPATION

- *Open Forum*

Rick Burns of 77 California Street #12 Ashland was called forward.

Burns presented a written request to consider the establishment of "Book Barns" in APRC Parks. He stated that neighborhood libraries throughout Ashland were maintained by community members and the system seemed to work well. Additional libraries throughout the parks system would provide a community service at no or low cost.

Burns noted that the book shelters could be constructed by local artists or volunteers as part of a competition. He outlined a program that would facilitate the construction and placement of the book barns, creating an avenue for creators of the shelters to receive recognition. The shelters themselves would house books that could be shared or swapped, available to all comers.

Gardiner suggested that Burns contact Director Black to discuss the matter further.

ADDITIONS AND DELETIONS

There were none.

ELECTION OF OFFICERS

Gardiner explained that each calendar year, new Parks Commission officers were chosen.

Motion: Lewis moved to nominate Michael Gardiner as the 2017 Ashland Parks and Recreation Commission Chair. Landt seconded.

The vote was all yes.

Motion: Miller moved to nominate Rick Landt as the 2017 Ashland Parks and Recreation Commission Vice-Chair. Lewis seconded.

The vote was all yes.

Gardiner stated that he looked forward to working with the Commissioners and promoting APRC goals and objectives. Landt noted appreciation of the staff and the Commissioners, highlighting the work to be addressed.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

- **2017 Subcommittee Assignments (Action)**

Gardiner reviewed the 2016 Subcommittee assignments and recommended that Commissioner Heller fill assignments formerly held by Commissioner Shaw [whose term expired December 31, 2016]. He suggested that Heller serve as the Public Arts Commission liaison from Parks, a role currently held by Commissioner Lewis. After some discussion, Gardiner proposed that Heller additionally serve on the Bee City USA Subcommittee. He noted that Heller would find the associations helpful in getting acquainted with the APRC organization.

Gardiner stated that the majority of Subcommittee assignments held by Commissioners Landt, Lewis, Miller and himself would most likely remain the same. In addition, he reviewed a discussion with Landt regarding the need for connectivity between the Real Estate Subcommittee and the Trail Master Plan Update Committee. He suggested that he, Gardiner, serve on the Real Estate Subcommittee as he was already slated for the Trail Master Plan Update Committee.

Landt noted discussion regarding combining the Trail Master Plan Update Committee with the Real Estate Subcommittee and/or creating an Open Space Acquisition Update Subcommittee. He expressed a concern about overlapping priorities.

There followed considerable discussion about the need for connectivity between the Real Estate Subcommittee, the Trail Master Plan Update Committee and a possible Open Space Acquisition Update Subcommittee. Landt commented that 2015-17 APRC goals called for an Open Space update and a Lithia Park Master Plan. Lewis emphasized three important categories: a Real Estate Acquisition Committee, a Trail Master Plan Update Committee and a Lithia Park Master Plan. He stated that all three were significant and he advocated for good communication between the groups, with more rather than two Commissioners participating. He relayed an interest in real estate acquisitions.

Black noted that APRC goals linked trails and open spaces together but when the actual Trail Master Plan Update Committee formed, it focused on trails only. He highlighted the need to integrate a focus on evaluating current open spaces and recommendations that would provide an updated Open Space Plan. Black stated that currently the Real Estate Subcommittee used the Open Space Plan as a guide; therefore, there was already considerable overlap.

Black stated that an Open Space Plan update would be intensive, requiring more attention than if combined with a trails update. He also expressed a concern about the timing if a separate subcommittee were organized for that purpose, noting the large projects already in place and the need for a public process for each topic.

There followed further discussion about overlapping subcommittee priorities and processes and the importance of involvement by more than two Commissioners in the three critical areas. Possible solutions to conflicts and timing issues were considered.

Black suggested that the Real Estate Subcommittee look at the process of updating the 2002 Open Space Plan to ascertain the structure and timing. He stated that because of the public process, the update would function more like a master plan and could require the assistance of a professional consultant.

It was agreed that the Real Estate Subcommittee would look into preparing for an updated Open Space Plan process and how the process would go. A new ad hoc committee would be established for that purpose when appropriate. In the meantime, the title of the Real Estate Subcommittee was changed to "Real Estate / Open Space Subcommittee." Gardiner indicated that while he would like to be on the Real Estate / Open Space Subcommittee, he was willing to shift positions if necessary when the new committee was created.

Gardiner summarized the changes beginning with Heller's assignments to *Bee City USA Subcommittee*, the *Public Arts Commission*, the *Sign, Plaques, & Memorials Subcommittee* and the *Dogs Subcommittee*.

Miller will serve on the *Dogs Subcommittee*, the *Ashland Parks Foundation*, *Forest Lands Commission* and the *Lithia Park Master Plan Committee*.

Lewis will work with the *Golf Course Subcommittee*, the *Guidelines for Park Design and Maintenance Standards Subcommittee*, the *Signs, Plaques and Memorials Subcommittee*, the *Senior Center Subcommittee* and the *Trails Master Plan Update Committee*.

Landt's assignments will include the *Guidelines for Park Design and Maintenance Standards Subcommittee*, *Lithia Park Master Plan Committee* and the *Real Estate / Open Space Subcommittee*.

Gardiner himself will represent the *Golf Course Subcommittee*, the *Joint Powers Committee*, the *Real Estate / Open Space Subcommittee*, the *Senior Center Subcommittee* and the *Trail Master Plan Update Committee*.

SUBCOMMITTEE AND STAFF REPORTS

- ***Forest Lands Commission Update (Information)***

McFarland introduced Frank Bettlejewski, Chair of the Ashland Forest Lands Commission. He stated that Bettlejewski would report on the proposed Ashland Pond and Ashland Creek Restoration project.

Bettlejewski highlighted the 2016 Ashland Forest Lands Plan, stating that it had been approved by the City Council in May 2016. The plan document describes a revitalized riparian management system that is proposed for the Ashland Pond parcel – a unit of land in the Ashland Watershed. He noted that the area had the potential for fish habitat improvements that would include stream shading through plantings, repairing off-channel rearing habitat designed to attract the steelhead and Coho salmon, and improvements to stabilize stream banks. Plans also call for placing instream infrastructure and reconnecting Ashland Creek with its flood plain.

Bettlejewski explained that one of the goals would provide a solution for directing the water flow during a high water event so that small off-channels were created. Controlling the water flow would prevent fish from washing into Ashland Pond, where they would become trapped. Re-contouring the site would also allow fish to get out of the higher flows. Boulders or wood strategically placed in the streambeds would strengthen the habitat.

Heavy equipment would be needed to re-contour the area. Care would be taken to minimize the movement of invasive species and excavate unwanted vegetation. Other possibilities for the site included multiple plantings and creating a Ponderosa Pine corridor that would assist wildfire management. There was also a potential for several Monarch butterfly way stations.

Bettlejewski stated that the Oregon Department of Fish and Wildlife had shown an interest in the project by providing assistance with funding, guidance through the permit process and obtainment of grants. The Forest Lands Commission would be asked to support the project as well and approve the proposal to treat the entire Ashland Pond site as one large project.

Revitalization of the area would become a multi-year project with multiple facets. Once completed, community outreach would introduce riparian management.

Betlejewski called for APRC support to pursue the project, highlighting the preliminary first steps to secure funding, apply for grants and other tasks that would move the project forward.

Discussion among Commissioners

Lewis commented that a similar project had been proposed by Public Works several years prior. He stated that Public Works was looking at the potential for temperature reduction of wastewater effluent. Plans called for a side-channel to be used for that purpose. Infrastructure would include tree shading along Bear Creek as well as Ashland Creek.

Lewis noted that the project was intended to address the temperature in a natural way and enhance riparian management in the area. Consideration was given to construct a fish ladder at the pond area so fish had a way to come and go.

Lewis recommended researching the project because of its many similarities and because the project had engaged the Oregon Department of Fish and Wildlife, Lomakatsi and other significant players with vested interests.

Landt noted that in his memory of the project, APRC declined to approve the plan because re-contouring the upstream side of the pond would require a major reconstruction to accomplish what was needed.

There followed further discussion regarding the Public Works project. Lewis commented that he remembered that DEQ was concerned about the project because the existing wetlands could not be incorporated into cooling ponds. Black stated that Public Works approached APRC about acquiring some of the surrounding parkland. He indicated that to his knowledge, the project had not moved forward.

Betlejewski reiterated his request for direction to proceed with the riparian restoration idea as proposed.

Additional discussion focused on the purview of the Forest Lands Commission in riparian management. Betlejewski explained that a general approach to forest management included aquatic habitat, water quality, sedimentation and more. He stated that the Forest Lands Commission had created areas of riparian management along Bear Creek and Ashland Creek as well as at Ashland Pond. In each area, a preliminary plan was identified for specific improvements.

McFarland relayed the challenges involving high water events when stream and pond water combine. He stated that Ashland Creek was steeply channelized in the Ashland Pond area and fish were corralled in the ponds without an exit. In an effort to forestall that, sandbags were used to direct the stream away from the ponds.

McFarland noted that APRC has the water rights in that area. One suggestion for preventing fish from entering the ponds would be to place a screened underground pipe where the channeled waters tend to overflow. Landt suggested that other options be pursued as well, given that while the pipe might solve the problem in the short term, it could become problematic in the long term, requiring ongoing maintenance.

Lewis pointed to Ashland Creek Park where a portion was set aside as a riparian area. It was understood that side channels in the creek might be created during high water events.

Betlejewski noted that planning for specific projects would be dependent upon funding. Black agreed, stating that support for the general idea was needed to facilitate planning. Once permission to move forward was received, ideas would be generated depending upon available funding and other elements.

Black commented that the project should be taken into consideration when the new CIP (Capital Improvement Plan) was developed. If the project received funding, for example, in the form of a grant, then matching funds would need to be identified and built into the CIP and earmarked in the corresponding budget.

Lewis suggested that more information be obtained about the similarities with the Public Works initiative. He stated that the extensive effort by Public Works had engaged the State in various capacities and there might be a potential for collaboration.

- ***Joint Commission/Council Meeting Discussion (Information)***

Black proposed a joint meeting with the Ashland City Council, noting that updating the Council would be appropriate at this time. He explained that there had been progress toward an indoor community pool with support from the Ashland School District and others. In addition, once the development of the 2017-2019 biennial goals was complete, APRC could discuss the priorities with Council. Black noted that outlining the strategic plan would provide background for the APRC budget toward funding the plan.

After a brief discussion, it was agreed that the Ashland City Council would be invited to participate in a joint session. March 20 or March 27, 2017 were identified as potential dates for the meeting.

ITEMS FROM COMMISSIONERS

- ***Monthly Daily Tidings Article Assignments (Information)***

Gardiner announced that APRC Director Black wrote and submitted the second article for APRC's monthly *Daily Tidings* column entitled "Park Views." The topic was Garfield Park improvements, currently underway.

It was agreed that Commissioner Miller would prepare the February article on the topic of the 2016 Forest Management Plan. Miller and Landt would team up for the March article about the Lithia Park Master Plan. Various topics of interest were identified for additional future articles.

- ***State of the City***

Black highlighted an invitation to a "State of the City" event to be held on Tuesday, January 31, 2017. He encouraged the Commissioners to attend. He noted that Nature Center volunteer Lyn Levin would be the recipient of the annual Ragland Award for exceptional volunteer service.

- ***Eclipse of the Sun***

Landt noted that a total eclipse of the sun would occur on August 21, 2017, and best observed in northern Oregon. He asked the Commissioners to consider changing the date of the scheduled August 21 Study Session so Commissioners could view the event.

- ***Greenway Extension***

Gardiner relayed that the Greenway Foundation Board would be focusing on extending the Greenway from Ashland's Dog Park to North Mountain Park. He stated that he and Director Black were participating in the project, as the extension would be a valuable addition to the Ashland trails system.

Lewis asked whether the Nevada Street Bridge would be a part of the planned extension. Black noted that it was one of several options available.

- ***Tree Plantings***

Landt asked about placement of a Dawn Redwood tree in Ashland Creek Park, stating that it was a non-native species. Black stated his intention to research the question.

- ***Lithia Park Update***

McFarland reported on the ad hoc Million Women's March that was conducted over the weekend. He stated that the event attracted large numbers of people. McFarland characterized damage to the Lithia Park grounds as light, with few trouble spots. He said some re-seeding of the lawn in the bandshell area would be needed.

- **Graffiti**

Black stated that there had been some vandalism in the parks, along with associated graffiti. He stated that APRC staff was tasked with removing the graffiti as soon as possible – if not on the same day, then shortly thereafter. He encouraged the Commissioners to email or call if graffiti was sighted.

UPCOMING MEETING DATES, TIMES & LOCATIONS

- Study Session, February 13, 2017—The Grove, 1195 E. Main Street—5:30 p.m.
- Goal Setting Session, February 14, 2017—The Grove, 1195 E. Main Street—9:00 a.m.
- Regular Meeting, February 27, 2017—Council Chambers, 1175 E. Main Street—7:00 p.m.

ADJOURNMENT INTO EXECUTIVE SESSION

By consensus, Gardiner adjourned into executive session at 8:20 p.m.

Executive Session: Real Estate Discussion and Disposition, ORS 192.660 (2)(e)

ADJOURNMENT OUT OF EXECUTIVE SESSION

By consensus, Gardiner adjourned out of executive session at 8:50 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:50 p.m.

Respectfully submitted,

Betsy Manuel, Assistant

The Minutes are not a verbatim record. The narrative has been condensed and paraphrased to reflect the discussions and decisions made. Ashland Parks and Recreation Commission Study Sessions and Regular meetings are being digitally recorded and are available upon request.

City of Ashland
PARKS AND RECREATION COMMISSION
SENIOR PROGRAM SUBCOMMITTEE
MEETING MINUTES
January 24, 2017

Present: Commissioners Gardiner and Lewis; Director Black; Superintendent Dials; Senior Program Manager Dodson; Administrative Assistant Harshman; Senior Center Advisory Board Members and Senior Program Volunteers and Participants

Absent: None

CALL TO ORDER

Chair Gardiner called the meeting to order at 1:00 p.m. in the Siskiyou Room of the Community Development Building, 51 Winburn Way.

ADDITIONS OR DELETIONS TO THE AGENDA

Gardiner said the meeting might not follow the arrangement provided in the meeting agenda.

DISCUSSION

Gardiner said he expressed interest in 2016 about creating a Senior Program Subcommittee with a goal toward reviewing offerings provided by the Senior Program for the benefit of the Ashland community. Through the years he'd attended both national and Oregon-based parks and recreation conferences to seek out ideas for meeting the needs of community members, both for seniors and others. He referenced the 2016 Ashland Parks and Recreation Commission (APRC) performance audit that highlighted current and future offerings as well as any possible gaps in services. The Senior Program Subcommittee was then formed based on APRC goals and recommendations generated by the audit and the Commissioners' request for a subcommittee.

Following upon the 2007 Council resolution transferring Senior Program management from the City to Parks, Gardiner said the Commission sensed resistance from Senior Program staff about APRC management. Post-transfer, the Senior Program became a direct report of the Recreation Superintendent, who reports to the APRC Director, who reports to the Ashland Parks and Recreation Commission who report back to the Ashland community.

Gardiner said he reviewed the notebook compiled by Senior Program staff and volunteers prior to the January 24 meeting. He referenced the advisory board's December 23, 2016, meeting minutes in which the board expressed interest in meeting with Acting City Administrator John Karns about transferring the Senior Program from Parks back to the City. Gardiner asked Dodson about her plans to notify APRC staff and the Commissioners about her intention to hold that discussion.

Senior Program Manager Dodson said the meeting with Karns was neither scheduled nor held. She expressed that the Senior Program was different from a recreation program, a feeling held by many over the years; it was more of a social service safety program. When the transfer first occurred from the City to Parks in 2007, it was generally considered by Dodson to be a transfer based on the financial needs of the City, with the Parks budget more tolerant of an additional program requiring subsidies [Senior Program activities are provided to participants regardless of their ability to pay]. Dodson said the proposed transfer back to the City was not intended to be hurtful.

Director Black said the \$207,000 cost of running the Senior Program in the current fiscal year was generated from the City's General Fund. As for cost recovery, Black said it was used to measure program revenues versus costs. All APRC programs had cost recovery levels as approved by the Parks Commission based on community values. Cost recovery was a tool used by APRC and subsidized programs were not considered negative.

Dodson said that aside from Gardiner's one visit to the Senior Center for a meeting, she had not seen Parks Commissioners at the Senior Center while every City Council member had visited. Gardiner reiterated that Dodson was supposed to directly report to APRC management and communicate with them.

Black asked those in attendance to work through the issues rather than setting them aside. He said the Senior Program Advisory Board made a direct request for Dodson to look into transferring the Senior Program back to the City. If that was still of interest, a discussion was necessary. Black said he was shocked about the December 23 board meeting minutes; he wondered why the matter hadn't been brought up by Dodson in earlier one-on-one meetings, especially the one just the day before.

Black asked who read and approved the Senior Program board meeting minutes. He said all meeting minutes needed to be reviewed and approved by the Parks Commissioners. Dodson replied that her minutes were sent to her board. She said the first set of minutes was created just recently, in November 2016, at the request of APRC; before that they had not been taken.

Black said some of the Senior Program offerings came from Public Works; however, most of them were recreation-based. If the Senior Program became part of the City again, APRC would hopefully still be able to collaborate with them about recreational offerings. He said a meeting could be set up to explore the transfer option.

Lewis asked if the transfer was a unanimous consensus of the advisory board. Dodson said it was just a discussion, not a vote. Senior Advisory Board member David Chapman said the board had been reviewing the historical structure of the Senior Program; nothing nefarious was intended by the discussion.

Dodson agreed that many of the programs offered by the Senior Program were generated and supported by the City; at times it was a balancing act to report to APRC while working so closely with the City. She said a number of City Council goals were met by the Senior Program. She wondered if it could be both a City program and an APRC program. Black said APRC was not requesting reimbursements from the City for some Senior Program offerings.

Gardiner asked whether there was any value in continuing the discussion. He said APRC tried to align its goals with City Council goals. Everyone aligned together through the system to meet the goals of the City; therefore, the goals of the Ashland Parks and Recreation Commission were not different from the City's goals. Commissioners used the same guidelines for programs and services as the City. With the Senior Program currently under APRC, its goals needed to align with City / Parks Commissioner goals. Ideally all programs and services within APRC would collaborate, communicate and align together.

Dodson said she had found it difficult to straddle both City and APRC goals. Gardiner said Dodson needed to work in conjunction with APRC to meet her objectives and bill the City back for programs offered to the City. Black said Dodson's feeling of straddling indicated that she didn't feel at home with APRC or with the City. It would be best to determine where the Senior Program fit in terms of meeting community needs. He said the straddling needed to stop: the Senior Program needed to become one program under APRC or the City.

Lewis said Council had to be brought up to speed on this matter. With new councilors coming on board, there was even more reason for the Senior Program to notify them about the topic.

City Councilor Seffinger said Council had expressed interest in creating an ad hoc committee around senior issues.

Lewis said the APRC performance audit was one reason the current meeting was taking place. Audit results included a suggested expansion of the scope of community programs, not just for seniors. He said increasing

efficiencies between the City and Parks with regard to seniors was a worthy goal. The Senior Program included recreational programs, meals and other offerings but how could efficiencies be increased, with more offerings provided? He recognized that Dodson brought people with her to the current meeting to show the level of support she received from her staff, board members and the community. He said Council needed to be completely involved in this matter.

Black said this was the first discussion about the potential transfer. He suggested having a meeting with the Acting City Administrator, the Finance Director, Dodson, himself and others about the proposed transfer. He said that whatever entity was in charge of the Senior Center, the Senior Center needed to be completely on board with the decision.

Gardiner said it was not the Senior Advisory Board that would make the decision about a transfer; it was a City and Parks matter. He had hoped to discuss the recommendations from the performance audit at the current meeting; however, given how the meeting was unfolding, there was no value in discussing them at this time. In the future, once this matter was resolved, performance audit recommendations could be discussed. Gardiner said that as a senior himself and someone who enjoyed recreating, he had been inspired by his attendance at the national and state-wide recreation conferences (seeing all that was possible for seniors). However, if Dodson was not interested in aligning with APRC, there was no value in continuing with the proposed meeting agenda. Black said this was an identity issue: was Dodson best suited for the City or Parks? He felt the meeting was having a positive outcome; it created an opportunity to explore a best fit for the Senior Program.

Gardiner said that today, the Senior Program was part of APRC; that needed to be acknowledged as the current reality. Given the present reality, APRC had the power to influence Senior Program offerings.

Chapman said this would not be resolved for at least a year due to the current lack of a permanent City of Ashland Finance Director or Administrator.

Senior Program participant Mike Hersh (a Meals on Wheels volunteer for the past 15 years) said seniors as a group were very different from other groups. They were disproportionately mentally and physically handicapped. Parks and recreation systems typically lacked an understanding about senior populations. The Ashland Senior Program provided tender loving care to people with no other options for receiving it. Dodson and her staff also provided valuable lifelines to community members requesting information about senior resources. In terms of recreation programs, the Tai Chi class offered at the Senior Program generally consisted of many participants with physical limitations. The Senior Program generally reduced the painful processes associated with the end of life.

Recreation Superintendent Dials said the Ashland Senior Program was a great program. It was also extremely valuable to look around the state to evaluate how other senior centers operated; there were many excellent programs to review and emulate in Oregon.

Dodson shared a general daily schedule at the center: a meal served, cards played, friendships forged, all under the Senior Program umbrella.

Lewis asked why meeting minutes had not been written prior to November 2016. Dodson shared the history of the Senior Program being transferred from the City to Parks. She said her long-time policy board was later made into an advisory body. She said it served as a sounding board for her.

Black said any officially appointed subcommittee, committee or advisory board needed to report back to the Parks Commissioners; this board had not been officially appointed. After that was completed, meeting minutes would need to be taken and sent to the Parks Commissioners for approval.

Gardiner said Parks Commissioners were not remiss in not visiting the Senior Center or attending meetings; information generally flowed in the opposite direction, toward the managing organization.

Lewis said it was his duty as a Parks Commissioner (of the past 16 years, with a new four-year term just begun) to participate in subcommittees about topics he would not normally discuss (e.g., Lewis serves on the Golf Subcommittee but does not golf). He agreed with Gardiner that the Senior Program should communicate with the Parks Commissioners and report to them under the current reporting structure. He said that to read Senior Program minutes about matters unknown to Parks Commissioners was unsettling. He acknowledged Dodson's binder of information and said the Senior Program seemed to be in line with other senior centers around the state in terms of performance, funding and staffing.

Senior Program supporter Jackie Bachman talked about the value of Commissioners visiting the center. She said the Program made approximately 1,100 contacts each month with members of the public.

Gardiner said if the Program needed more space but didn't request it directly from the Parks Commissioners, they wouldn't be aware of that need.

Black said this was an opportunity for Dodson to interact with the Commissioners. Dodson said she was confused about the structure; she would prefer to go to her direct supervisor for whatever she needed; she would not go directly to the Commissioners. Gardiner said that was the proper chain of communication and staff would bring matters of concern to the Commissioners. Black reminded Dodson that she reported to the Commissioners about the Senior Program at a regular business meeting in 2016.

Dodson said her binder of information about the Senior Program was a helpful document that could be a resource now and in the future.

Chapman said most of the Senior Program Advisory Board meetings were informational; no decisions were made.

Hersh said that when larger companies purchased smaller companies, they chose the best manager for the smaller businesses and retained them as employees as long as their performances were adequate; they did not micromanage the small operational decisions of the manager. He lauded the work of Dodson at the Senior Program.

Black said this had been a good meeting because, though uncomfortable at times, it resulted in matters being laid out on the table.

PREVIEW SUBCOMMITTEE GOALS - none

NEW BUSINESS - None

- a. Performance Audit and APRC Goals
 - i. Review APRC Goals related to the Senior Program
 - ii. Review 2016 Performance Audit Recommendations

- b. Senior Center Advisory Board
 - i. Review board creation and makeup
 - ii. Review board mission and bylaws

- iii. Program Mission

- iv. Program Org Chart

- v. History of Senior Program and Involvement in the Community

- vi. Volunteers at the Senior Center

vii. Cost Recovery Review

viii. Ashland Parks Foundation Funds Dedicated to the Senior Program

SET FUTURE MEETING DATES - None

ADJOURNMENT

There being no further business, the meeting adjourned at 2:25 p.m.

Respectfully submitted,

Susan Dyssegard, Executive Assistant
Ashland Parks and Recreation Commission

City of Ashland
PARKS AND RECREATION COMMISSION
TRAIL MASTER PLAN UPDATE COMMITTEE
MEETING MINUTES
January 25, 2017

PRESENT: **Parks Commissioners:** Mike Gardiner and Jim Lewis
 Additional Committee Members: Luke Brandy, David Chapman, Torsten Heycke, Stephen Jensen and Jim McGinnis
 City and APRC Staff: GIS Analyst Lea Richards, Forestry Resource Division Fire Chief Chris Chambers, APRC Director Michael Black, APRC Interim Parks Superintendent Jeff McFarland and APRC Executive Assistant Susan Dyssegard

ABSENT: None

I. CALL TO ORDER

Mike Gardiner called the meeting to order at 12:45 p.m. in the Otte-Peterson Room of The Grove, 1195 E. Main Street in Ashland.

II. INTRODUCTIONS

The group introduced themselves and identified current agency associations and past involvement with the 2006 Trail Master Plan Committee and the Ashland trails system.

III. NEW BUSINESS

a. Overview of 2006 Trail Master Plan & Brief Discussion

McFarland reviewed the 2006 plan and talked about trail routes and their associated creek corridors. He acknowledged the work of GIS Analyst Lea Richards in creating maps for the original document and her ongoing map updates. McFarland asked committee members to review the existing document and consider potential changes such as:

- a. New chapters
- b. Visionary insights
- c. Future climate change affects

McFarland said he hoped the document could be updated within a six-month period.

Discussion

Lewis said some landowners along the TID previously resisted allowing easements. He talked about the community's enjoyment of the Ashland trails system, his excitement about looking for future possible connections and the visionary, long-range nature of the Trail Master Plan document.

Richards suggested including a City Planner in the project. If a planner could not be identified initially, she offered to create a GIS layer that could be handed over to Planning.

Black said Ashland Parks and Recreation Commission (APRC) had funds on hand for purchasing property. He said a contracted realtor had been tasked with seeking properties for APRC. He

reported on the recent APRC purchase of the Hitt Road property, a parcel not identified on the City's Open Space Acquisition Plan but still valuable.

Lewis spoke about Ashland Woodland and Trails Association's (AWTA) four-year process in creating a watershed master trail plan. He suggested referring to that plan to identify helpful tie-ins.

It was stated that the Forest Lands Commission recently underwent a four-year update process for its Ashland Forest Lands Plan, relying heavily on the 2006 Trail Master Plan and the AWTA plan.

For the Trail Master Plan update, Jensen suggested a chapter on trails outside City limits (not included in the 2006 version).

Richards said the City's 2012 Transportation Plan could serve as a good resource for the project.

McFarland talked about two required approvals for the Trail Master Plan Update upon completion: Ashland Parks and Recreation Commission and Ashland City Council.

Black said the plan updates would be handled in-house due to the project's small budget. He expressed that the group would create a good product.

Heycke spoke about AWTA's challenging efforts to obtain easements along Bear Creek and the TID. He said AWTA preferred watershed trail building as opposed to the creek corridors because of challenges with private property owners, among other reasons.

b. Selection of Committee Chair and Vice Chair

The group discussed selecting a Chair and Vice Chair.

Chapman moved to appoint himself as **Chair** of the Trail Master Plan Update Committee; McGinnis seconded the motion.

Discussion: Heycke stated that the chairmanship of the original document was a big job that proved overwhelming. Lewis said the updated document would be a smaller undertaking.

Vote: All yes

Gardiner moved to appoint Stephen Jensen as **Vice Chair** of the Trail Master Plan Update Committee; Jensen seconded the motion.

Discussion: None

Vote: All yes

IV. ASSIGNMENT FOR NEXT MEETING

a. Review 2006 Trail Master Plan and Suggest Updates

McFarland asked the committee to study the 2006 document and bring back suggested updates.

V. SET NEXT MEETING DATE AND LOCATION

The group discussed meeting twice per month throughout the term of the project, preferably on Friday mornings from 10 -11:30. The next meeting date and location was tentatively set for Friday, February 10, at 10:00 a.m. in the Siskiyou Room of the Community Development Building, 51 Winburn Way [later cancelled].

Final Discussion

McGinnis said he no longer served on the Transportation Commission. He asked if it would be helpful to include someone from that commission in the Trail Master Plan update process. He said his employment with the Forest Service would provide "cross-pollination" during the project.

Brandy spoke about his work with the BLM and said they were currently building new trails, including the pedestrian-only Jack-Ash Trail connecting Jacksonville to Ashland and the Applegate Ridge Trail from south of Grants Pass to the Jacksonville Woodlands.

VI. ADJOURNMENT

There being no further business, the meeting was adjourned at 1:47 p.m.

Respectfully submitted,

Susan Dyssegard, Executive Assistant
Ashland Parks and Recreation Commission

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Mike Gardiner
Joel Heller
Rick Landt
Jim Lewis
Matt Miller



Michael A. Black, AICP
Director

541.488.5340
AshlandParksandRec.org

MEMORANDUM

TO : Ashland Parks and Recreation Commissioners

FROM : Michael Black, Director

DATE : February 21, 2017

SUBJECT : 2017 Joint Powers Agreement Approval

Background & Information

The Joint Powers Agreement was last approved in 2008 by the following agencies:

1. APRC
2. City of Talent
3. City of Medford
4. City of Central Point
5. City of Phoenix
6. Jackson County

APRC maintains 2.0 miles of the developed Bear Creek Greenway, from mile marker 8.0 to 10.0. The level of maintenance provided by our agency is considered routine maintenance, such as keeping the trail clear of debris, vegetation and damage. Staff performs weekly inspections and removes debris and vegetation as required. The cost to maintain the trail is reported to be \$4,000-\$6,000 per mile annually for routine maintenance. The current JPA assumes a \$4,000 per mile cost. Other minor maintenance costs are generally covered for our 2-mile section are covered in our operations budget through staff time and minor amounts of materials.

Additionally, the drafters of the agreement suggest that each participant contribute an extra \$2,880 per mile per year to cover larger maintenance cost that are currently being provided by the agencies. The extra funds being paid to Jackson County will cover the costs of hiring a community justice crew to take actions such as clearing large amounts of debris and vegetation and to assist with labor on large projects. By dispatching a community justice crew to cover these larger maintenance project, APRC should be relieved of some of the labor that has been required in the past.

Larger maintenance projects are also required to be accomplished yearly to ensure pavement is kept in good order and is passable for pedestrians and bicyclists. These projects are funded through a combination of funding sources including grants and contributions from the partnering agencies.

The purpose of the Bear Creek Greenway Management Plan is to provide the background and framework for the agreement and to addresses the following items (from page 4 of the agreement):

1. **Jurisdiction boundaries:** designates each city’s and the county’s responsibility for segments of trail
2. **Routine maintenance:** designates desired level of service and analyzes opportunities for collaborating on routine maintenance efforts
3. **Major/facility wide maintenance:** identifies specific projects that are needed to keep the pavement and bridges in good repair
4. **Facility wide improvements:** identifies projects that are facility-wide in nature (i.e. signage, amenities, etc.)
5. **Staffing:** identifies staff needs
6. **Funding:** identifies funding levels for each jurisdiction based on total need identified, using a formula based on population and lane miles
7. **Operations:** identifies special event standards and permitting, proposes changes to ordinance
8. **Implementation:** provides a framework for the Joint Powers Committee

These elements provide a roadmap for the Greenway during the next five years that will guide maintenance, management and investments based on current needs, as well as identify roles and responsibilities for the jurisdictions.

Changes from the 2008 Agreement

The staff of Jackson County Parks drafted the agreement and presented the document to all of the signers prior to this meeting. According to the drafters, *“instead of rewriting an entirely new agreement, we opted to go the efficient and simpler route of processing an amendment to the original Joint Powers Agreement. So, the original agreement will be in full force and effect, in the amended form. The main thing the amendment does is replace the old funding tables (exhibits) with the new ones referenced in the new management plan, along with a few other administrative changes the JPC recommended.”*

The proposed funding table is found below.

Jurisdiction	% Trail Miles	% of Pop.	Annual Major Maintenance Fund Contribution	Annual BCG JPC Staffing Contribution	Total Annual Bear Creek Greenway Joint Powers Contribution
Ashland	10	10.60	\$10,538	\$ 3,120	\$13,658
Talent	10	3.26	\$3,931	\$ 3,120	\$7,051
Phoenix	7.5	2.38	\$2,893	\$ 3,120	\$6,013
Medford	35	40.33	\$39,797	\$ 3,120	\$42,917
Central Point	11.25	9.08	\$9,298	\$ 3,120	\$12,418
Jackson County	26.25	34.35	\$33,544	\$ 50,400	\$83,944
Total	100	100	\$100,000	\$ 66,000	\$166,000

It appears that the total contribution from APRC will be \$13,658 per year, which is increased from \$11,931

Actions Requested and Recommendations

Approve the attached amendment to the Joint Powers Agreement with an annual contribution of \$13,658.

Attachments

1. JPA 2017 Management Plan Final Amendment
2. JPA Amendment 1 Final
3. JPA Signed Agreement

Bear Creek Greenway Management Plan 2017-2022

Table of Contents:

Bear Creek Greenway Background

Purpose and Need of Management Plan

Jurisdiction Boundaries

Routine Maintenance

Routine Maintenance Tasks

Options to Accomplish Routine Maintenance

Cost Estimates

Staff Recommendation

Major/Facility-wide Maintenance

Inspections & Trail Counters

Bridge & Pavement Preservation Projects

Pavement Repair Projects

Unanticipated Repair Fund

Facility-wide Improvements

Lighting Feasibility Study

Staffing

JPC Staff

Community Engagement & Volunteer Coordinator

Operations

Greenway Ordinance

Greenway Special Event Standards & Procedures

General Greenway Permits

Expenditures & Funding

Management & Oversight: Joint Powers Committee

Conclusion

Bear Creek Greenway Background

The Bear Creek Greenway is a currently 20-mile paved, multi-use trail that connects the cities of Ashland, Talent, Phoenix, Medford and Central Point. The Greenway is continuous from the Ashland Dog Park to the Dean Creek Frontage Road near the Seven Oaks Interchange on I-5, north of Central Point. The trail provides a separated route from cars, with only two at-grade road crossings. The trail parallels I-5, Highway 99 and Bear Creek and provides Rogue Valley residents and visitors to the area a close-in spot for bird watching and wildlife viewing, as well as exercise and general recreation.

There are benches along the trail as well as several city parks along the route that provide parking, restrooms, drinking water, and picnic tables. The Cities and County share responsibility for routine maintenance of the trail and work jointly to accomplish major maintenance and management of the Bear Creek Greenway.

The long-term goal is to extend the trail south through Ashland and on to Emigrant Lake, and to extend north to the tunnel at Kirtland Road, which provides the “golden spike” connection with the proposed 30-mile Rogue River Greenway trail, connecting to Gold Hill, Rogue River and Grants Pass.

The Bear Creek Greenway is the spine of the non-motorized transportation system in the Bear Creek Valley, providing people with an option to take trips by bike instead of by car. It provides our largest regional urban park through our most populated areas in Southern Oregon, providing a close to home place to connect with nature. It enhances the livability of the region and is often cited as an important amenity considered by people relocating to our area. An annual average of 250 trips per day are taken at any given point along the trail, making the trail as busy as many local streets and roads.

It truly is a gem that deserves the best continued care and investment possible.

Purpose & Need

The Bear Creek Greenway trail and the associated properties along the corridor represent over four decades worth of investment and labor and provide a tremendous asset to the Rogue Valley. Protecting this investment and providing the best possible maintenance and management of the resource is in the best interest of the health of our residents, our communities, and our watershed.

That being said, budgets and staff resources are limited, and investments need to be made strategically and implemented efficiently. In that light, the jurisdictions that manage the trail joined forces in 2008 and signed the Bear Creek Greenway Joint Powers Agreement (JPA), with the mission “to jointly provide for the consistent financial support, management, promotion and maintenance of the greenway.” The JPA created a mechanism and set aside funding for staffing and major maintenance, and delineated responsibility boundaries for routine maintenance.

The concept for the JPA and the management and funding model was identified in the “Bear Creek Greenway Management Plan: 2005-2010,” completed December of 2006 by the Rogue Valley Council of Governments. The plan also loosely identifies some management goals but doesn’t specify projects or programs.

Like its predecessor, the Bear Creek Greenway Management Plan: 2017-2022 is intended to provide the background and framework for the Bear Creek Greenway Joint Powers Agreement. As such, this plan addresses the following:

- Jurisdiction boundaries: designates each city’s and the county’s responsibility for segments of trail
- Routine maintenance: designates desired level of service and analyzes opportunities for collaborating on routine maintenance efforts
- Major/facility wide maintenance: identifies specific projects that are needed to keep the pavement and bridges in good repair
- Facility wide improvements: identifies projects that are facility-wide in nature (i.e. signage, amenities, etc.)
- Staffing: identifies staff needs
- Funding: identifies funding levels for each jurisdiction based on total need identified, using a formula based on population and lane miles
- Operations: identifies special event standards and permitting, proposes changes to ordinance
- Implementation: provides a framework for the Joint Powers Committee

These elements provide a roadmap for the Greenway during the next five years that will guide maintenance, management and investments based on current needs, as well as identify roles and responsibilities for the jurisdictions.

Jurisdiction Boundaries

Under the Joint Powers Agreement, each city maintains the portions of the Bear Creek Greenway within their Urban Growth Boundaries (UGB) and the County maintains the areas outside of any UGB, with the exception of the City of Ashland, which maintains a portion of the trail parallel to their UGB.

It should be noted that trail corridor maintenance responsibility is based on jurisdiction boundaries not on property ownership. Issues outside of the 30' wide trail corridor are the responsibility of the property owner. Jurisdictions responsible for routine maintenance may want to complete projects outside of the 30' corridor and should check property ownership and consult with the property owner before doing so.

For this 2016 update, boundaries have been clearly identified and trail segment lengths measured, resulting in minor changes to the mileage. In addition, UGB's have been expanded in two areas resulting in changes to the Bear Creek Greenway jurisdiction boundary:

- Phoenix UGB expansion north of Fern Valley
- Central Point expansion north to the Blackwell Road/Highway 140 area

These revised boundaries add separate, discontinuous sections of management for Jackson County and Central Point, and also result in a very short segment for Jackson County north of Phoenix. If the current system of maintenance is retained, in areas such as these, jurisdictions should consider trading miles and/or compensating each other for work in their section to gain efficiencies.

2016 Bear Creek Greenway Management Responsibility Extents

Note: Total Central Point trail mileage=2.25; total Jackson County trail mileage=5.25.

Jurisdiction	Description	Approximate Mile Marker	Mileage (20 total)
Ashland	Dog Park to South Valley View	8.0-10.0	2.0
Jackson County	South Valley View to Welcome to Talent sign	10.0-11.5	1.5
Talent	Welcome to Talent sign to Suncrest Road	11.5-13.5	2.0
Jackson County	Suncrest Road to Anderson Creek (+1/8 th of a mile)	13.5-15.25	1.75
Phoenix	Anderson Creek to .25-miles north of Fern Valley	15.25-16.75	1.5
Jackson County	.25-miles north of Fern Valley to Glenwood Road	16.75-17.25	.5
Medford	Glenwood Road to Table Rock Road	17.25-24.25	7.0
Central Point	Table Rock Road to Pine Street	24.25-25.5	1.25
Jackson County	Pine Street to Upton Road	25.5-27.0	1.5
Central Point	Upton Road to Dean Creek Road	27.0-28.0	1.0

Routine Maintenance

Routine maintenance refers to the day-to-day activities by staff, contractors/community justice crews, and volunteers to keep the trail clear and free of debris, vegetation and damage. It is a critical element of both real and perceived safety of trail users, and can help foster positive community perceptions of the trail; people are less likely to vandalize and far more likely to utilize a well-maintained trail.

The Bear Creek Greenway is not realizing its full potential for use and community support because there is a common perception, especially in certain areas, that the trail is not safe. In order for the trail to realize its full potential of serving the region as a transportation and recreation corridor, it is critically important that maintenance issues are addressed in a timely fashion. Currently, maintenance activities are not happening consistently- vegetation often grows onto the path, litter is sometimes left for weeks at a time before being removed, and vandalism and graffiti are not addressed in a timely fashion. Trail managers recognize that the level of service on the trail is not consistently as good as it could be.

As previously discussed, the current agreement gives each jurisdiction responsibility for routine maintenance and operations based on urban growth boundaries, effectively creating nine separate segments of trail (10 with the revised UGB extents). The jurisdictions have varying capacities to accomplish the variety of routine maintenance tasks and current level of service is variable between and even within jurisdictions. There is desire by the jurisdictions as well as by trail users for better consistency of level of maintenance along the entire trail.

It should also be noted that trail corridor maintenance responsibility is based on jurisdiction boundaries not on property ownership, but issues outside of the 30' wide trail corridor are typically seen as the responsibility of the property owner, not the maintenance jurisdiction.

The first task in the planning effort was to list the maintenance activities and goals for addressing complaints and/or issues on the trail. Knowing the desired level of maintenance, staff then considered alternative concepts for accomplishing the regular, routine maintenance on the trail and analyzed the costs for current activities and the proposed concepts. At the end of this section, a staff recommendation is given for consideration.

Routine Maintenance Tasks

The following *Regular Routine Maintenance Tasks* table was developed with jurisdiction staff from the county and the cities and gives a summary of regular, routine maintenance activities. The right-hand column depicts suggested guidelines not regulatory standards. This approach reflects the desire to have consistent goals and standards while allowing for flexibility to respect the varying demands and limitations of resources of jurisdictions.

Routine Maintenance Tasks

Regular Routine Maintenance Tasks	Minimum frequency/timeline to address
Routine inspections/address minor issues (vegetation, debris, litter, graffiti, reporting illegal camping, fill brochure holders, etc.)	Weekly
Remove “ladder fuel” type vegetation w/i 10x10x10 trail footprint (10’ from each side of the trail and 10’ tall)	As needed/within 10 business days of report
Remove puncturevine/goathead (w/i 30’ trail/shoulder footprint)	As needed/within 10 business days of report
Remove litter	As needed/ASAP
Sweep/blow trail surface	As needed/within 10 business days of report
Refill brochure holders at kiosks (brochures provided by Bear Creek Greenway Foundation)	As needed/weekly
Non-Predictable Routine Maintenance Tasks	Frequency/timeline to address
Repair/remove graffiti	As needed/ within 1 week or as otherwise required
Remove dumping sites	As needed/Address within 1 week if possible
Repair vandalism, including to signage, benches, fencing, and other amenities	As needed/Address within 1 week if possible
Remove blocking vegetation	As needed/within 48 hours
Address drainage issues, wash-outs, flood damage, etc. These items can, and often do, fall into the category of major maintenance	As needed/Signs & cones placed within 48 hours; trail passable within 48 hours of water receding; repair shoulder rock, etc. within 10 business days
Routine Maintenance Tasks Conducted Periodically by Individual Jurisdictions	<i>NOT included in options for regular, routine maintenance</i>
<i>Spray pre-emergent on shoulders & puncturevine/invasives as needed</i>	<i>Utilized in the spring and as needed at other times by some jurisdictions</i>
<i>Assess & remove hazard trees</i>	<i>Annually</i>

Cost Estimates per Mile

Routine maintenance costs for multi-use paths vary widely based on method of staffing or contracting, level of service, and various other factors. Cost estimates from trail systems around the country range anywhere from \$2,000-\$40,000 per mile. The five cities and the County reported that they currently

spend an average of \$4,000-\$6,000 per mile annually for routine maintenance of the Bear Creek Greenway.

Options to Accomplish Regular Routine Maintenance

The current system where each jurisdiction maintains the sections within their UGB's creates inconsistencies between (and sometimes within) jurisdiction segments, and there is a lack of efficiency in maintaining short segments separately instead of addressing the trail as a whole. For those reasons, three options have been identified and analyzed for completing regular routine maintenance work on the trail.

When analyzing the three options, the assumptions were:

- Maintenance activities are limited to the 30' trail corridor- the 10' trail and 10' on either side. Larger-scale mowing or other vegetation work outside of that corridor is not considered.
- The cities will continue to mow lawn areas within the 30' footprint through manicured parks.
- The duties taken on jointly in Options B & C are assumed to be limited to the Regular Routine Maintenance Tasks and minor Non-Predictable Routine Maintenance Tasks that don't require a lot of time to address. The remaining maintenance work (non-predictable tasks, spraying if applicable, and hazard tree removal) would still be the responsibility of the maintenance jurisdiction.
- Any additional presence more frequent than identified would be completed by the responsible jurisdiction.
- Work would need to be funded separately by each jurisdiction or through major maintenance funds to bring the trail up to a baseline standard that could be maintained in the times and with the resources identified.

Option A- Remain the same (Jurisdictions responsible for all maintenance)

The first alternative considered is to continue with the current model of each jurisdiction maintaining the area for which they are responsible. As previously mentioned, this model presents some challenges in the way of consistency between and sometimes even within jurisdictions and is inefficient.

Option B- Community Justice Crew

Option B would be to hire Community Justice (CJ) crews to perform a portion of or all of the regular routine maintenance along the entire trail. Per previous experience and discussions with Community Justice Managers, once established, the CJ crew could perform the routine maintenance tasks to the desired level of service on the entire trail in an average of 12 days per month. CJ Crews cost \$400 per day, the total annual cost would equal \$57,600 or \$2,880 per mile. This level of service would allow for biweekly inspections and work on the trail. Increasing the level of service to

a weekly presence could be accomplished by adding 4 more days to the month, for 16 total days per month, with a cost of \$76,800 or \$3,840 per mile. Jackson County would be responsible for monitoring the CJ Crew work and for payment to the program, and would invoice each of the other participating jurisdictions annually.

Option C- Full-time Greenway Park Worker

A full-time, regular, benefited Bear Creek Greenway Worker could be an option for accomplishing the routine maintenance duties on the trail. This person could also be a “Ranger” and have code enforcement abilities and serve as an enforcement/patrol presence. There would be times when additional workers would be needed to accomplish tasks like weed-eating, addressing puncturevine, addressing large trash issues, and major flood repair, but the person could likely complete many of the routine tasks on their own. The ranger could potentially coordinate the volunteer program.

Costs with benefits for a full time park ranger are estimated at \$65,000 annually for staffing plus \$20,000 for overhead for a total of \$85,000 annually or \$4,250 per mile. Rough estimates of additional crew work needed are approximately five days per quarter or 20 days annually for an additional \$8,000 or \$400 per mile. These crews could also conceivably be parks staff or volunteers.

Regular Routine Maintenance Options

Note: jurisdiction cost estimate includes all activities on the trail, not just those identified as regular, routine maintenance, while the costs for the CJ Crew and Greenway Worker only include costs for the items listed in the table as Regular Routine Maintenance Tasks.

Option	Approximate Annual Costs (per mile)	Benefits	Drawbacks
Jurisdiction (current)	\$4,000-\$6,000**	Jurisdiction ownership	Inconsistent Not cost-effective Several points of contact
CJ Crew	\$2,880/mile \$3,840/mile for weekly presence	Consistent and cost effective	Not as likely to foster staff ownership
Greenway Worker/Ranger	\$4,250 Plus \$400- extra help	Consistent One point of contact	More expensive than other options

Cost Implications

The table below shows what each jurisdiction would contribute for a maintenance program based on jurisdiction mileage. "Current Costs" are estimated based on \$4,000 per mile, which is the lowest of the average reported costs of the jurisdictions, and provides the best comparison to the other options since the work will only encompass the regular, routine maintenance tasks.

Routine Maintenance Option Costs for Each Jurisdiction

Jurisdiction (Cost per trail mile)	Mileage	Current Costs (\$4,000)	CJ Crew- Recommended (\$2,880)	Worker/Ranger (\$4,650)
Ashland	2.0	\$8,000	\$5,760	\$9,300
Jackson County	5.25	\$21,000	\$15,120	\$24,413
Talent	2.0	\$8,000	\$5,760	\$9,300
Phoenix	1.5	\$6,000	\$4,320	\$6,975
Medford	7.0	\$28,000	\$20,160	\$32,550
Central Point	2.25	\$9,000	\$6,480	\$10,463

Recommendation

Staff and the Joint Powers Committee recommends a two year pilot program utilizing the Community Justice Crew "bi-weekly presence" option. This option is the least costly and it would help address the inconsistent level of service and be more efficient. The jurisdictions would be able to utilize their staff who are currently working on the Greenway for other activities and possibly save funds.

Jackson County JPC Staff will coordinate and manage the effort including invoicing the cities annually and providing monthly payments to the Community Justice program, as well as scheduling and monitoring the CJ Crew work. The County will develop a scope of work based on the regular routine maintenance tasks and CJ Crew leaders will monitor approximate time spent in each jurisdiction segment of trail and log it on all invoices.

To measure success, staff will conduct site visits and take photos and/or videos of the trail before the pilot begins in July of 2017 and at six month intervals. CJ Crew time commitment per each jurisdiction's segment(s) will be calculated at six month intervals as well, and surveys of jurisdiction staff and stakeholders will be conducted. A survey conducted by SOU students in November of 2016 could be replicated in 2017 or 2018 to gauge trail user satisfaction.

It is important to note that all of the jurisdictions do not need to participate in the pilot for it to be viable, but increased participation will result in better opportunities to monitor level of service and changes in efficiency and consistency throughout the entire 20-mile trail.

Major/Facility-wide Maintenance

Major maintenance typically refers to large-ticket projects that are mostly related to keeping the pavement and bridges in good repair, and which are most likely to be accomplished through contractors. These projects generate from root or water damage to the pavement, pavement reaching its life expectancy, and/or natural disasters such as flooding or earthquakes. Costs for repairs can't entirely be anticipated for natural disasters, but can often be anticipated and budgeted for in cases of pavement failure due to age and root damage. Major maintenance costs also include the costs for assessment of the trail condition and ongoing costs for trail counters.

Much has been accomplished in regards to major maintenance and paving in the eight years since the Joint Powers Agreement was signed. Three sections of trail, nearly seven miles, were entirely reconstructed. A root test-plot project that included several repair options for root-heaved trail was installed, signage including map kiosks and directional signs have been installed, five trail counters are monitoring the use on the trail, and many other small repair projects have been completed.

Looking forward, work will continue to be required to keep the trail itself in a state of good repair. This section of the plan discusses pending projects for 2016/2017 which have already been approved for funding by the JPC but have not been completed yet including fog sealing, shouldering, grant match, bridge inspections and repairs, and trail counter licenses and batteries. It also identifies the major maintenance projects proposed on the Bear Creek Greenway for the 2017-2022 timeframe (highlighted in bold text). Cost estimates are based on the best information available and do not take inflation into account.

Inspections and Trail Counters

Part of the major maintenance program is inspection of the trail and bridges. The entire trail should be inspected annually to assess pavement condition by the Joint Powers staff or another qualified party, and all of the creek crossings should be inspected annually by County Bridge Crews or other qualified individuals. These inspections identify any immediate safety hazards that need to be addressed.

A more thorough inspection of the bridges by a certified bridge engineer should occur every five years, and staff should continue to consult with county and city experts to assess the 20-miles of pavement every five years. These inspections identify pavement maintenance needs on the trail.

Major maintenance funds include bridge inspection costs, which includes clearing around the bridges to allow access, and assumes staff continues the pavement inspections and reports.

Funds also include trail counter costs- the five trail counters transmit data via cell phone service, which is \$2,100 annually, and need new batteries every other year (\$500 total cost).

Bridge Inspections & Brushing: \$14,000

\$2,000 annually (4 years) for County Crews and CJ Crew brushing work

\$6,000 every 5 years for engineer inspection

Trail Counter Batteries & Transmission: \$11,500

\$500 every other year for batteries

\$2,100 annually for license/data transmission

2016/2017 Trail Counter License & Batteries: \$2,600

Total 5 Year Costs for Inspections & Counters: \$25,500

Bridge Preservation Projects

All of the bridges along the Bear Creek Greenway were inspected by an engineer in the summer of 2015 and several issues were identified, the most significant issues are joint replacements for two bridges in order to smooth the transition between the trail and the bridge structure. The JPC has committed \$5,000 to complete this work which will occur in 2016/2017.

The next structural bridge inspections scheduled for 2020 and/or any significant hydrological events may determine or result in additional bridge repair needs, and \$10,000 will be set aside for bridge maintenance for the next five years.

2016/2017 Bridge Inspections & Repairs: \$7,000

Bridge work (contingency fund): \$10,000

Pavement Preservation Projects

Maintaining the asphalt on the trail includes fog sealing to protect the investment and prolong the life of the asphalt. Fog sealing and shouldering the trail as a whole as opposed to splitting it into jurisdictional boundaries is more efficient and cost effective, therefore these items should be coordinated for the trail and considered major maintenance.

Fog sealing is scheduled to take place in 2016/2017 as soon as weather permits on the newest sections of trail: South Valley View to Suncrest, Barnett to Biddle Loops, and Pine Street to the Dean Creek frontage road, totaling nearly 10 miles of trail, using a system recently adopted by the City of Medford Public Works. The Suncrest to Barnett section should be fog sealed using the County or similar materials and method. The remaining sections (Dog Park to Valley View and Biddle to Pine) will not be fog sealed in 2016 because there are other projects recommended.

Approximately \$40,000 of funds will be expended for the fog sealing effort in 2017 under the current agreement. The fog seal will not need to be reapplied until 2022, following the schedule of sealing every 6-8 years, so no costs are anticipated for the 2017-2022 timeline.

\$60,000 has been approved by the Joint Powers Committee for shouldering work to be completed on the trail in 2016/2017. The work will address portions of trail with a 2" or greater drop, and the trail will likely need to be touched up in about 5 years, \$10,000 is dedicated to that effort.

2016/2017 Shouldering: \$60,000

2017-2022 Shouldering touch up: \$10,000

Bridge contingency & Pavement Preservation Projects Total: \$20,000

Pavement Repair Projects

The 2-mile segment from the Biddle Road Loops to Pine Street is now the oldest section of trail (built in 1996). It has very significant transverse cracking (which is not a safety issue, but is of concern) and also has some sections of longitudinal cracking (a significant safety issue), one significant slumped area and several areas of root heaves. The proposed repair for this section is to replace the longitudinal cracking and root heave issues with concrete, and to crack seal and slurry seal the remainder of the trail segment.

Biddle to Pine Street: \$110,000

The slightly newer 2-mile segment of trail from the Ashland Dog Park to South Valley View Road (built in 1998) has similar issues that should be addressed, specifically the areas with longitudinal cracking and root heaves.

Ashland Dog Park to South Valley View: \$180,000

There are many sections of trail that are damaged by root heaving, which will continue to be a maintenance issue. Staff has identified and mapped several “spot repair” pavement needs on the Bear Creek Greenway and tiered them into short term (0-5 years) and long term (5-10 years) categories based on height and location of heaves on the pavement, taller bumps on shady curves on the trail being the most urgent to repair. The repair type is suggested based on the information learned from the root repair test plot project and other efforts since.

Staff identified 10-15 short-term repair plots totaling roughly 1,300’ that need to be repaired in the next five years, and several that should be ground away with the pavement grinder. Funds to complete the \$165,000 project have been secured through the 2016 Recreational Trails Program utilizing \$75,000 of JPA funds for match, and \$10,000 should be committed towards grinding the remaining root heave issues not addressed by the RTP project.

Root Repair- remove & replace: \$165,000 (FUNDED w/ 2016 RTP Grant- JPC Match \$75,000 out of current JPA agreement)

Root Repair- grind: \$10,000

Long term

When the Bear Creek Greenway Management Plan is updated in 2022, there will likely be additional root heaves on the trail that will need to be considered for repair. In addition, the 6.5-miles of trail between Suncrest Road and Barnett Road was constructed in the mid-2000’s and will not likely need any major investment until 2025 or later but should be monitored, especially the transverse cracking in the ~.25-mile section just north of East Glenwood Road.

The newest sections (including the segments that were reconstructed in 2012) will not likely need major investment until 2035 or later. Spot issues will continue to arise and should be addressed as necessary.

Total Pavement Repair= \$300,000

Unanticipated Costs: Repairs due to Natural Disasters or Unforeseen Issues

It is important to maintain a contingency fund to complete repairs on the trail that are needed as a result of natural disasters like floods and earthquakes. It should be noted that most costs to repair damage from a major event will likely be covered by FEMA, so this fund could be used as match for FEMA or for smaller event repairs.

Unanticipated Repair fund for Flood, Fire, Earthquake: \$30,000

Major Maintenance 5-year costs:

Inspections & Trail Counters	\$25,500
Pavement & Bridge Preservation	\$20,000
Pavement Repair	\$300,000
Unanticipated Repair Fund	\$30,000
Total	\$375,000 (rounded)

Facility-wide improvements

Considering the trail and the public land corridor as a whole rather than individual sections is important for elements such as signage and amenities, as well as for planning efforts like the RVCOG Greenway Vegetation Management Study, underway as of fall 2016. The JPC has discussed several ideas throughout the years and decided that the JPC funded vegetation management study and a proposed lighting study are the most important facility-wide considerations over the next five year horizon.

Lighting Feasibility Study

Along with improving routine maintenance, incorporating lighting on at least some sections of the trail has been identified by trail managers and trail users as a desired safety amenity. There are a lot of discussions and review that needs to take place in consideration of incorporating lighting including environmental and community concerns as well as costs of installation, power, and ongoing maintenance and operations. There are many options for type of lights and power sources and requests have also been made to trail managers to incorporate charging stations for electric wheelchairs.

The JPC agreed that further analysis is needed and a lighting feasibility study should be completed. The study will incorporate public input and will analyze opportunities and constraints in consideration of lighting on the Bear Creek Greenway.

2016/2017 Vegetation Management Plan: \$20,000

Lighting Feasibility Study: \$15,000

Other facility-wide improvements have been discussed but no further action has been proposed through this Management Plan effort. These items, including amenities (benches, trash receptacles, fountains, bike racks, bike fix-it stations, playgrounds, par courses/exercise areas, emergency phones, etc.), a parallel soft surface trail, and bike rental/bike share could be considered in future planning efforts.

Safety & Homelessness

There was also conversation around safety concerns and managing homelessness on the Bear Creek Greenway Corridor. Both of these issues warrant further discussion but were not in the purview of this particular plan. It is vital that conversations with trail managers, law enforcement and the community continue about how best to address the safety concerns. One model to consider is the Sunriver Police Department Bicycle Patrol, which consists of eight seasonal employees and eight community volunteers who patrol the trails of Sunriver to “ensure that Sunriver residents and many thousands of visitors enjoy their experience and exercise proper safety while riding, walking or running on the Sunriver pathways.” Trail managers and law enforcement should discuss this model for the Greenway.

Staffing

Jackson County, per the Joint Powers Agreement, currently provides 24 hours per week of staffing for the Bear Creek Greenway. Work includes several critical elements of greenway maintenance and operations management, as well as planning for trail extensions and improving the connections from communities to the trail. Jackson County will continue this work at this level of service in the future and also add work not previously identified in the JPA.

JPC staff duties per the JPA include:

- Coordinate JPC meetings- minimum quarterly schedule
- Update the Management Plan and Funding Table every 5 years
- Coordinate annual bridge inspections by County crews and 5 year inspections by certified engineers
- Conduct annual pavement assessment & make recommendations for annual priority schedule for major maintenance projects
- Coordinate annual/as needed meetings with maintenance staff
- Coordinate annual/as needed meetings with police, fire & EMS
- Coordinate annual/as needed meetings with natural resources stakeholders
- *Coordinate JPC grant applications***
- *Coordinate JPC projects***

***Costs for staff time for these items can be recovered per the agreement*

Additional tasks provided by County staff:

- Serve as central clearinghouse for trail questions & issues
 - Outreach to the public for trail closures, projects, etc.
 - Consultation and review special event permits for the BCG
- Coordinate the management and maintenance of the five trail counters
- Identify and support potential expansion projects: monitor funding programs, advocate for the Bear Creek/Rogue River Greenways and projects that connect to them
 - Liaison with Bear Creek and Rogue River Greenway Foundations

JPC Staffing Costs & Contributions

Under the 2008 agreement, the County provides an employee that staffs the Greenway for 24 hours per week and contributes \$42,000 for labor costs and absorbs the overhead costs (\$18,700) and each city contributes \$2,600 annually toward the staff member. Total contributions for labor (not including overhead) are currently \$55,000. Costs for labor for the position dedicated to the JPC have increased 20% and are now an estimated \$66,000 annually for 24 hours/week. Cost increases are reflected in the revised annual contributions below.

Staffing Costs: \$3,120 per City; County= \$50,400 + Overhead (these are separate from the formula funds)

Community Engagement & Volunteer Coordinator

There is currently a lot of interest in the Adopt-a-Greenway and Greenway Host programs, but staff capacity to manage these programs is limited. To capitalize on the opportunities, Jackson County will hire a volunteer coordinator to recruit and manage volunteers and foster a robust Greenway Volunteer

program. The coordinator position will also help with existing events and develop other programs and events that focus on the Greenway and potentially raise revenue through events to offset the cost of the position. The coordinator will also help with regular, routine maintenance on the trail—the efforts of the volunteers may offset some of the maintenance costs for each jurisdiction.

This position has a great deal of potential to improve the community connection with the Bear Creek Greenway and help overcome the safety perception problems with the trail.

Costs with benefits for a half-time volunteer coordinator are an estimated \$25,000 for salary/benefits and \$15,000 for overhead (vehicle, computer, supplies) annually.

Community Engagement & Volunteer Coordinator tasks include:

- Recruiting, screening, training and managing volunteers (individuals and groups)
- Developing outreach materials including brochures and presentations, and updating the www.jacksoncounty.org/bearcreekgreenway website and Facebook page
- Tabling at events, especially related to the Bear Creek Greenway- providing participants information about the trail and about volunteering
- Hosting rides, walks, and other events on the trail

.5- FTE Community Engagement & Volunteer Coordinator: \$40,000/year=\$200,000

Operations

Ordinance Revision

There are several elements of the Bear Creek Greenway Ordinance that have been identified as needing clarification and/or updating. Jurisdiction staff should work together to discuss the following concerns and make revisions to the ordinance as necessary. It should be noted that each jurisdiction will need to go through their own individual process to update the ordinance and it is critical that the ordinance is consistent along the entire trail.

- (1) Motorized vehicles: the current ordinance prohibits use of any motorized vehicles and doesn't give exception for motorized wheelchairs/mobility devices or electric-assist bicycles, both of which should be allowed on the trail (and be subject to the speed limit and other regulations). Consideration should be given to a permitting system to allow event organizers and others to use motorized vehicles on the trail, including education about proper driving on the trail.
- (2) Trail closure at night: under the current ordinance, the trail closes between 10pm and 6am. Many of the signs say "sunrise to sunset," and regardless, many commuters use the trail outside of those hours. This may be something to revisit.
- (3) Alcohol is currently prohibited within the Greenway with no permitting option, and is often requested for special events.
- (4) Consideration may be given to incorporate other trails/trail extensions under the ordinance (i.e. Rogue River Greenway).
- (5) Concessions: the current ordinance allows for concessions (fixed or mobile) and advertising if specifically permitted by the Greenway Authority or other appropriate local government authority. This doesn't necessarily need to be revisited but a system to alert the other jurisdictions should be put into place.

Event Standards & Procedures

As more and more event organizers look to the Bear Creek Greenway to host events it is important to implement a system where criteria and requirements are consistent and which incorporates all impacted jurisdictions into the review. The event demands on the trail are also an opportunity to recover some of the costs associated with events, there are significant impacts to the trail both from a maintenance standpoint and to other trail users on the trail during events, as well as staff time commitments to reviewing special event permits. Lastly, it is important to have a clearinghouse of events to avoid double-booking and over scheduling the trail.

Jackson County, through the Community Engagement & Volunteer Coordinator and JPC Staff, will be the clearinghouse of events and take in the applications for events on the Bear Creek Greenway. Event organizers anticipating 50 or more participants or charging registration fees will fill out an application and submit it to Jackson County Parks. Once the application is deemed complete, the County will notify any impacted jurisdictions and give them at least a week to comment. The County will then respond to the organizer with any additional criteria and issue the appropriate permit or agreement (based on event size and impact to the trail).

It's important to note that jurisdictions with street or park impacts will still have separate permitting processes and associated fees. Events on just one jurisdiction's section of trail may be processed exclusively by that jurisdiction's staff, but County staff should be notified in order to put the event on the BCG Event Calendar.

Fees to cover staff time for processing events will be incorporated based on the descriptions below. The guidelines are recommended as a starting point, with staff having the discretion to apply the permit criteria based on impacts to the trail and staff time needed. Note that any proposal for fees collected by Jackson County will need to go through Board of Commissioner Review and any proceeds from the fees would go towards the Bear Creek Greenway. Jurisdictions reviewing permits on their segments of trail are encouraged to require similar permits including charging the appropriate fees.

- Small events:
 - Less than 100 participants
 - Less than 5 miles on the trail
 - Permit is signed application
 - \$50 application fee
- Medium events:
 - 100-300 participants
 - Between 5-10 miles on the trail
 - Permit is signed application or agreement (staff discretion based on impact)
 - \$100 application fee
- Large events:
 - 300+ participants
 - 10+ miles on the trail
 - Permit is signed agreement
 - Fees minimum \$250, maximum \$500; \$75 late fee

Applications must be submitted at least 30 days prior to the proposed event (60 days for large events) and Jackson County will review applications within 15 business days. Applications will be accepted up to one year in advance. Only one event should occur on any section of trail per day (multiple events can take place, but they have to occur at different areas of the trail), and events will be considered "reserved" when the permit or agreement is signed and fees have been paid. A master calendar will be kept by Jackson County on the Greenway website.

See the attached Bear Creek Greenway Special Event Permit Application.

Bear Creek Greenway Concession Permits

As previously mentioned, permits can be used for various activities on the Bear Creek Greenway including concessions, motor vehicle use, etc. Communication between jurisdictions is recommended whenever a special permit is issued on the trail, and consideration may be given for developing a Bear Creek Greenway-specific permit.

Funding

Total Expenditures

The total expenditures for all costs except routine maintenance and JPC staffing under this plan are estimated \$610,000. Staff anticipates a beginning fund balance of \$110,000 which leaves approximately \$500,000, or \$100,000 annually to fully fund the plan as proposed. This does not include the work mentioned previously which is already funded for the 2016/2017 timeframe (\$205,000 for fog seal, shouldering, trail counters, RTP grant match, bridge inspections and repair, and the Vegetation Management Plan). The beginning fund balance of \$110,000 is accurate assuming the work is completed by July 1, 2017.

Grant funds could be pursued and/or fundraising could occur through the new Community Outreach Coordinator for several elements of the Management Plan, thus reducing the money needed to implement the plan. Any unused portion after five years could be refunded to the jurisdictions or used as a starting fund balance for the 2023 plan.

2017-2022 Expenditures

Major Maintenance	\$ 375,000.00
Facility Wide Improvements	\$ 15,000.00
Volunteer Coordinator	\$ 200,000.00
Contingency	\$ 20,000.00
Total	\$ 610,000.00
Beginning fund balance	\$ 110,000.00
Total Needed	\$ 500,000.00
Annual	\$ 100,000.00

Major Maintenance Contributions

The current JPA divides the responsibility for funding the \$67,000 annual major maintenance contribution using a formula based on lane miles of trail and population. Staff updated the lane miles and population data, the following table shows contributions weighted 90% based on population and 10% based on lane miles of trail.

Jurisdiction	% Trail Miles	% of Pop.	Annual Major Maintenance Fund Contribution	Annual BCG JPC Staffing Contribution	Total Annual Bear Creek Greenway Joint Powers Contribution
Ashland	10	10.60	\$10,538	\$ 3,120	\$13,658
Talent	10	3.26	\$3,931	\$ 3,120	\$7,051
Phoenix	7.5	2.38	\$2,893	\$ 3,120	\$6,013
Medford	35	40.33	\$39,797	\$ 3,120	\$42,917
Central Point	11.25	9.08	\$9,298	\$ 3,120	\$12,418
Jackson County	26.25	34.35	\$33,544	\$ 50,400	\$83,944
Total	100	100	\$100,000	\$ 66,000	\$166,000

Management & Oversight

The Bear Creek Greenway Joint Powers Committee plays a critical role of oversight of the funds and projects supported through the Joint Powers Agreement and this Management Plan. Historically, the JPC has met approximately quarterly and has been comprised of a combination of jurisdiction staff and elected officials. The JPC Bylaws were based on the JPA and were adopted shortly after JPC formation in 2008.

This new Management Plan is much more prescriptive and should reduce the need for regular meetings, but it's important that the JPC stay engaged on the efforts. JPC Staff will coordinate an annual meeting and provide an annual report, and the JPC will review and approve an annual work plan for the next year. The JPC will also be convened as needed to make decisions about changing scope or budget of projects and/or to review revisions to the projects or programs in this Management Plan. New information and ideas should always be considered and changing direction from the Plan should be considered when appropriate and prudent. Because sometimes decisions are needed to be made in a timely fashion, email voting and conference calls should be an option for Joint Powers Committee decisions and meetings.

In order to eliminate the need for JPC approval on already approved projects, JPC staff will move forward with any work listed within this Management Plan scope as long as it is within 10% of the budget. Any project that significantly changes in scope or budget will be brought back to the JPC before proceeding.

Committee membership will include one voting member and one alternate from each jurisdiction- ideally one staff member and one elected or appointed official (i.e. a Parks and Recreation Commissioner or City Counselor). It's important that both elected officials and staff are engaged.

A Bear Creek Greenway Technical Working Group comprised of staff from each jurisdiction will meet approximately bimonthly to discuss greenway management. JPC staff will coordinate the meetings including scheduling time and location, building an agenda, and making sure notes are taken and sent out.

Conclusion

This Management Plan will help provide a road map for continued joint management and maintenance of the Bear Creek Greenway. The proposed plan will bring a new and greatly improved level of service to greenway maintenance through projects that will improve the trail itself and also to greenway management through the new Community Outreach & Volunteer Coordinator position. A survey through SOU is underway as of November of 2016 and if at all possible a follow up survey should be conducted in 3-4 years to measure success of the plan. Survey results and JPC input will be pertinent information to frame the next Bear Creek Greenway Management Plan- 2022-2027.

**AMENDMENT NO. 1
TO INTERGOVERNMENTAL AGREEMENT
FOR THE MANAGEMENT OF THE BEAR CREEK GREENWAY
CORRIDOR DATED FEBRUARY 14, 2008**

This FIRST AMENDMENT to the Intergovernmental Agreement for the Management of the Bear Creek Greenway Corridor (the “Agreement”), is hereby made and entered into by and between Jackson County, a political subdivision of the State of Oregon, hereinafter referred to as “County,” and the Cities of Ashland, Central Point, Medford, Phoenix and Talent, hereinafter collectively referred to as the “Cities.” County and Cities are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, in 2008 the Parties executed the Agreement to guide major maintenance of the Bear Creek Greenway Corridor; and

WHEREAS, the original Agreement incorporated by reference the Bear Creek Greenway Management Plan, 2005–2010; and

WHEREAS, the Bear Creek Greenway Management Plan has been updated by the Parties to reflect current priorities and maintenance strategies and is intended to serve as the guiding document for management and operations of the Greenway.

THEREFORE

For consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1.) Exhibit A and B shall be deleted in their entirety and replaced with the attached Exhibit A, The Bear Creek Greenway Management Plan 2017-2022.**
- 2.) Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:**

Each Party shall designate an elected or appointed official as the primary representative of their individual jurisdiction to the JPC and a staff member as the alternate representative. Each Party shall provide written notification to all other Parties of these designations and any subsequent changes to these designations. The JPC will meet annually at a minimum, and more frequently if needed. The JPC shall provide proper notice of said meetings to the public in accordance with applicable law and comply with all other provisions of public meetings law.

3.) Section 4 of the Agreement shall be deleted in its entirety and replaced with the following:

Each Party shall pay its annual obligation for implementation of the Plan as shown in the Annual Major Maintenance Fund Contribution column on the Funding Table in the attached Exhibit A, page 20. Funds will be handled as a separate and distinct set of accounts within Jackson County's Trails Fund, which is established within the Jackson County budget. Jackson County shall issue an annual invoice for all payments due pursuant to Exhibit A no later than July 31st of each year. Payments shall be made to Jackson County annually upon receipt of invoice, on or before August 31st of each year. Jackson County will have fiduciary responsibility for these funds. Expenditures from the JPC funds will be made in accordance with the Plan or by a vote pursuant to Section 3 of this Agreement.

4.) Section 5 of the Agreement shall be deleted in its entirety and replaced with the following:

Each Party shall be responsible for routine maintenance on the Greenway as described in Exhibit A within their boundaries as identified in Exhibit A. In addition to the routine maintenance described in Exhibit A, Parties agree to a two-year pilot program utilizing Jackson County Community Justice crews to assist with routine maintenance, including each jurisdiction's costs identified for "CJ Crew" in the table in Exhibit A, page 10. Before the end of the two-year pilot program, the JPC shall decide whether to continue the program.

5.) Section 7 of the Agreement shall be deleted in its entirety and replaced with the following:

At five (5) year intervals Exhibit A will be examined and revised by JPC representatives as necessary and approved by a two-thirds majority vote of JPC representatives. Upon such approval, an amendment to the JPA to replace Exhibit A shall be prepared and forwarded to the Parties for approval by their governing bodies.

6.) Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

County shall provide JPC staff support and shall be compensated by the Cities as described in Exhibit A.

7.) Section 10 of the Agreement shall be deleted in its entirety and replaced with the following:

Exhibit A provides the framework for the maintenance and operations and the associated costs for the Greenway, and designates annual obligations for each of the Parties. The annual work plan shall be based on Exhibit A, and any deviations from projects listed in the Exhibit A or changes to the budget or scope of individual projects greater than 10% must be approved by the JPC.

8.) Section 13 of the Agreement shall be deleted in its entirety.

This Amendment is effective the date on which this Amendment is fully executed by the Parties and fully approved as required by applicable statutes and rules.

CITY OF ASHLAND:

By: _____
Date

Title: _____

CITY OF CENTRAL POINT:

By: _____
Date

Title: _____

CITY OF MEDFORD:

By: _____
Date

Title: _____

CITY OF PHOENIX:

By: _____
Date

Title: _____

CITY OF TALENT:

By: _____
Date

Title: _____

JACKSON COUNTY:

By: _____
Date

Title: _____

**INTERGOVERNMENTAL AGREEMENT
FOR THE JOINT MANAGEMENT OF
THE BEAR CREEK GREENWAY CORRIDOR**

This Intergovernmental Agreement, hereinafter referred to as "Agreement", is made and entered into this ____ day of _____, 200__, by and between Jackson County, acting by and through its Board of Commissioners, hereinafter referred to as "County", and the cities of Ashland; Central Point; Medford; Phoenix; and Talent, acting by and through their respective elected officials, hereinafter referred to as "Cities."

STATUTORY AUTHORITY

- A. By the authority granted in ORS 190.010 County and Cities may enter into cooperative Agreements for the performance of any or all functions and activities that Parties to the Agreement have authority to perform. By signature on this Agreement, Cities certify that they meet the criteria of ORS 190.010 to participate in this cooperative Agreement.
- B. By the authority granted in 190.010 County and Cities agree to form an advisory body, to be known as the Bear Creek Greenway Joint Powers Committee (JPC).

RECITALS

- A. WHEREAS, the Bear Creek Greenway is near completion; and
- B. WHEREAS, it is the desire of the County and the Cities of Ashland; Central Point; Medford; Phoenix; and Talent, to promote and maintain the Bear Creek Greenway as a whole unit from Nevada Street in Ashland to Pine Street in Central Point; and
- C. WHEREAS, effective, consistent management to promote and maintain the Bear Creek Greenway requires the coordinated participation, operation, and financial support of the County, and the Cities of Ashland; Central Point; Medford; Phoenix; and Talent; and
- D. WHEREAS, the County and the Cities of Ashland; Central Point; Medford; Phoenix; and Talent, hereinafter referred to collectively as the "Parties", desire that an Intergovernmental Agreement be entered into in order to provide for the promotion and maintenance of the Bear Creek Greenway, hereinafter referred to as the "Greenway".

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. The Parties enter into this Agreement to jointly provide for the consistent financial support, management, promotion and maintenance of the Greenway. The Advisory Committee formed by this agreement shall be called the Bear Creek Greenway Joint Powers Committee (JPC).
- 2. The governing body of each of the Parties shall select an elected official or designee to serve as a representative on the JPC. Each governing body shall provide to JPC staff official notification of the appointment; such notification shall be retained in the files of JPC. The JPC shall elect, by a majority of the members present, a chair and a vice chair on a yearly basis. The first JPC meeting will be held within thirty (30) days after the Joint Powers Agreement is adopted by all parties. The JPC shall establish a quarterly meeting schedule, or a more frequent meeting schedule if necessary, and provide proper notice of said meetings to the public in accordance with the instructions of the chair and applicable law. Staff support will be provided in accordance with Exhibit A, Table II, column B.
- 3. No decision can be made by JPC unless a quorum is present. A majority of the JPC constitutes a quorum for the transaction of JPC business. All decisions made by JPC shall be made per simple majority of members present vote, unless otherwise provided herein.

4. Each Party shall pay its annual obligation for major maintenance and staffing of JPC as shown in Exhibit A, Table II, Column C, to the Bear Creek Greenway Trail Major Maintenance Fund, which will be handled as a separate and distinct set of accounts within Jackson County's Bear Creek Capital Project Fund.. Initial payments shall be made to Jackson County within six (6) months of the signing of this Joint Powers Agreement or no later than August 15, 2008. Subsequent annual payments shall be made to Jackson County on or before August 1 of each of the following years. The Jackson County Bear Creek Capital Project Fund is established within the Jackson County budget. Jackson County will have fiduciary responsibility for these Funds. Expenditures from these Funds will only be made by approval of the JPC by a two-thirds majority vote of the JPC representatives.
5. Each jurisdiction will be responsible for regular annual funding for operation and maintenance of the trail within their respective city limits or boundaries approved by JPC as shown in Exhibit A, Table I, Column D. Each year the jurisdictions shall strive to appropriate at least the same amount. Regular, routine maintenance is described in the Bear Creek Greenway Management Plan, which is herein incorporated in its entirety by reference, and footnote 2 of Exhibit A.
6. If any Party expends funds for major maintenance without JPC approval or authority, the Party shall defend, indemnify, and hold harmless the Parties and their officers, employees, and agents from all claims and resulting damages, judgments, penalties, attorney fees, litigation expenses, arbitration expenses, and other expenses and liabilities that arise from unapproved or unauthorized act or acts.
7. At three (3) year intervals, the Bear Creek Greenway Management Plan and the Funding Table (Exhibit A) will be examined and revised by JPC representatives as necessary and approved by a two-thirds majority vote of JPC representatives. Any revisions shall be forwarded to Jackson County and to the Cities (to the Parties) for approval by their respective governing bodies. That approval shall be communicated to JPC in writing and maintained in JPC files maintained by JPC staff; the staff is described in paragraph 8, below.
8. For the initial three (3) year period, Jackson County will provide JPC staff support. Jackson County shall be reimbursed for the cost of the position from the Bear Creek Greenway Trail Major Maintenance Fund and the Jackson County Pedestrian/Trails Fund as reflected in Exhibit A, Table II. Subsequent funding for staff support will be negotiated among the member jurisdictions and approved by a two-thirds majority vote of JPC.
9. The JPC shall, on an annual basis, establish a priority schedule for major maintenance projects.
10. For the purposes of this Agreement, operational guidelines, capital improvement projects and major and ordinary maintenance activities are described in the Bear Creek Greenway Management Plan, 2005-2010.
11. Any of the parties to this Agreement, with approval of JPC by majority vote of all representatives, may act as a project administrator to hire contractors to perform major maintenance and capital improvements for projects identified on a JPC priority list. Project Administrators are required to follow all public contracting rules and regulations. Up to five percent (5%) of project costs will be reimbursed to the project administrator. Project costs include preliminary engineering (PE), construction engineering (CE), and construction costs. A report of actual project costs will be presented to the JPC.
12. This Agreement shall be of perpetual duration unless any Party gives written notice to each other Party of its election to withdraw at least one hundred and eighty (180) days prior to the due day of an annual payment as described in paragraph 4, above. If any of the parties withdraws from the Agreement, a majority of the remaining JPC members will review the Agreement and submit recommended revisions to Exhibit A; those recommended revisions shall be forwarded to each governmental body for approval. The remaining JPC members may also decide to recommend disbanding the JPC and terminating this Agreement.

13. Cash payments to the Major Maintenance Fund are shown in Exhibit A. Table II, Column C attached.
14. Notwithstanding any other provision of this Agreement to the contrary, in the event insufficient funds are appropriated for the payments under this Agreement and the member has no other lawfully available funds, then the member may terminate this Agreement at the end of its current fiscal year, with no further liability or penalty to JPC. The member shall deliver written notice to JPC of such termination no later than thirty (30) days from the determination of non-appropriation.
15. Each Party to this Agreement shall maintain self insurance or insurance coverage.
16. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 *et seq.*, and Article XI, Section 7 of the Oregon Constitution, each Party to this Agreement shall hold each other harmless from and against liability for damage to life, person, or property arising solely from the negligence of any one or combination of Parties, their respective officers, divisions, agents, employees, and members in providing services to any Party under this Agreement.
17. This Agreement may not be amended, changed or modified in any way, except by written Agreement signed by all Parties hereto.
18. This Agreement contains the entire Agreement between the Parties hereto and supersedes any and all prior express and/or implied statements, negotiations and/or Agreements between the Parties, either oral or written.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement.

Each Party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to execute this Agreement.

CITY OF ASHLAND

M. Agnew 1/31/08
By: Date

CITY OF CENTRAL POINT

Frank Wallin 2/14/08
By: Date

CITY OF MEDFORD

[Signature]
By: Date

CITY OF PHOENIX

[Signature] 1/8/08
By: Date

CITY OF TALENT

Betty Wheeler 1/16/08
By: Date

JACKSON COUNTY

[Signature] 12/12/07
By: **DANNY JORDAN** Date
County Administrator

APPROVED:

[Signature]
Allie O'Connor
Assistant County Counsel

Exhibit A. Bear Creek Greenway Funding Table

I. Estimated Jurisdiction Maintenance			
	Population of Greenway users (2005 PSU estimates)	Estimated mileage	D Estimated cost to maintain section of trail within each jurisdiction ..o
Jackson Co.	(1) 59,975	6.0	\$39,600
Medford	70,860	6.9	\$45,540
Phoenix	4,660	1.6	\$10,560
Central Point	15,645	1.5	\$9,900
Ashland	20,880	1.9	\$12,540
Talent	6,255	2.0	\$13,200
Totals	178,275	19.9	\$131,340

(1) The Jackson County population excludes Butte Falls, Eagle Point, Gold Hill, Jacksonville, Rogue River, and Shady Cove because residents of these cities are less likely to use the Greenway. Residents of these cities and other rural residents might use the Greenway occasionally, but less often than urban residents.

(2) Estimated cost is \$6,600 per mile for regular, routine maintenance, which includes activities such as mowing vegetation, leaf blowing, clearing of graffiti, shoulder repair, sweeping, lighting, signs, pavement marking, restroom maintenance, bollards, bike racks, crack sealing, etc. It does not include asphalt replacement or other major maintenance. This cost is borne entirely by the jurisdictions, and may vary.

II. Contributions for Joint Powers Major Maintenance and Staff					
	A	B	C (A+B)	E (C+D)	
Population of Greenway users (2005 PSU estimates)	Amount to contribute to major maintenance fund (3)	Amount to contribute to staff the Joint Powers(4)	Total amount for major maintenance and staff	Total amount to budget for (standard + major maintenance + staff)	
Jackson Co.	\$22,851	\$42,000	\$64,851	\$104,451	
Medford	\$28,381	\$2,600	\$30,981	\$76,521	
Phoenix	\$0	\$2,600	\$2,600	\$13,160	
Central Point	\$6,437	\$2,600	\$9,037	\$18,937	
Ashland	\$9,331	\$2,600	\$11,931	\$24,471	
Talent	\$0	\$2,600	\$2,600	\$15,800	
Totals	\$67,000	\$55,000	\$122,000	\$253,340	

(3) Major maintenance includes asphalt repair or replacement costs based on actual costs from 2005, funding for the Pavement Management Program, which evaluates the condition of the entire Greenway trail, and other projects prioritized by the Joint Powers Committee. How much each jurisdiction is asked to contribute is based on the number of miles they will maintain within their UGB, their population, and other factors as reflected on Exhibit B.

(4) The County will provide an employee for staffing the Greenway for 24 hours per week. The County will pay \$42,000 for labor and absorb the overhead cost for housing the employee (estimated at \$18,700 per year). The total labor cost for staffing is \$55,000. The 5 cities will each pay \$2,600 of the remaining \$13,000 labor. Costs will be re-evaluated, and may be adjusted as necessary, on three (3) year intervals.

Exhibit B. Calculations

	A	B	C	D	E (D-C)	F	G	H (E-G)
	Population of Greenway users (2005 PSU estimates)	Estimated mileage	Cost to maintain Gwy within jurisdiction (\$6,600 x estimated mileage)	Predicted maintenance cost based on population (jurisdiction population x cost per user)	Amount to contribute to major maintenance fund (predicted maint. by pop. minus maintenance cost per mile)	Percent of mileage within each jurisdiction calculated without Talent and Phoenix	Amount to subtract if Talent and Phoenix pay \$0 (vs. receiving payment). Split \$11,617 by % of mileage each city is responsible for.	Amount to contribute to major maintenance fund with Talent and Phoenix paying \$0
Jackson County	59,975	6.0	\$39,600	\$66,725	\$27,125	36.8%	-\$4,275	\$22,851
Mcdford	70,860	6.9	\$45,540	\$78,835	\$33,295	42.3%	-\$4,914	\$28,381
Phoenix	4,660	1.6	\$10,560	\$5,184	-\$5,376	NA	\$0	\$0
Central Point	15,645	1.5	\$9,900	\$17,406	\$7,506	9.2%	-\$1,069	\$6,437
Ashland	20,880	1.9	\$12,540	\$23,230	\$10,690	11.7%	-\$1,359	\$9,331
Talent	6,255	2.0	\$13,200	\$6,959	-\$6,241	NA	\$0	\$0
Totals	178,275	19.9	\$131,340	\$198,340	\$67,000	100.0%	-\$11,617	\$67,000
Amount for major maintenance Fund =								
Total needed for maintenance =								
\$198,340								
Maintenance cost per user (total maintenance cost/total population)								
\$1.11								
Amount for Major Maintenance Fund								
Annual Needs	Pavement Management Program - 1st year	Asphalt Repair at \$14.67 per sq. ft. (3,000 sq. ft./year)	Resurfacing (approximately 1 section per year)	Annual Amount Needed	First year			
1st year	\$7,900	\$44,000	\$20,000	\$71,900				
2nd year every 3rd year	(not needed annually) \$2,500	\$44,000 \$44,000	\$20,000 \$20,000	\$64,000 \$66,500	2nd year 3rd year			
Estimated amount needed (rounded average)				\$67,467	Average			
				\$67,000				

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Mike Gardiner
Joel Heller
Rick Landt
Jim Lewis
Matt Miller



Michael A. Black, AICP
Director

541.488.5340
AshlandParksandRec.org

MEMORANDUM

TO : Ashland Parks and Recreation Commissioners

FROM : Rachel Dials, Recreation Superintendent

DATE : February 21, 2017

SUBJECT : 2017 Calle Guanajuato Seating Agreements & Fee Designation (Action)

Background & Information

The following applicants have submitted requests for Commercial Space on the Calle Guanajuato for the 2017 season:

Square Footage Requests (all 7-day requests unless noted)

- Sesame 588 sf
- Ex Nihilo 210.5 sf (5 days)
- Little Tokyo 330 sf (7 days) and 143 sf (5 days)
- Louie's 577.5 sf
- Salame 270 sf
- Greenleaf 345.75 sf
- Mix Sweet Shop 98 sf
- Lithia Artisans Market 2300 sf (2 days)

Each year, restaurants adjacent to the Calle Guanajuato and the Lithia Artisans Market have the ability to request seating. Currently, restaurants are charged \$7 per square foot and the Lithia Artisans Market \$5 per square foot for the determined season upon approval by the Parks and Recreation Commissioners. Staff, restaurant owners and the manager of the Lithia Artisans Market work together to address any issues or concerns to avoid conflicts before submitting requests to the Parks Commissioners.

Staff has included in the packet a draft of the boundary map of the Calle Guanajuato that shows where restaurants and artisans will be located for the 2017 season.

History of fee increases on the Calle Guanajuato. At the study session on Monday, February 13, discussion was held and references made to the history of fee increases for Calle square footage. Below is a timeline of when fees were increased from \$3.60 per square foot to the current \$7.00 per square foot.

2010 Season: Fee went from \$3.60 to \$4.00 per sf

2012 Season: Fee approved for increase by \$1.00 per year until reaching \$7.00: \$5.00 per sf.

2013 Season: Fee increased to \$6.00 per sf

2014 Season: Fee increased to \$7.00 per sf (current fee)

Business License Information. Staff checked with the City of Ashland regarding the LLC known as Salame and learned that no new license has been filed with the City of Ashland. Under the current adopted policy it states that: “A permit for a restaurant or concession shall be nontransferable between restaurateurs and shall be valid exclusively for one season in a single calendar year.” Since it does not appear that Salame has changed ownership, the restaurant will keep their seniority on the space as detailed in the adopted policy.

Lithia Artisans Market Space. The Lithia Artisans Market requested more space across the creek near the amphitheater and the sculpture garden. Staff checked with the Planning Department and we could work with Planning to add and amend the current Conditional Use Permit. It would gain the Artisans approximately two 8 x 8 spaces. If the Commissioners are amenable to the additional space, staff will work with Planning to gain approval and add the area to the map for approval.

Cost Recovery

The 2015/16 Cost Recovery spreadsheet is attached which shows all of the related costs and associated revenue for the Calle. Shown is a recovery rate of 97% in 15/16. Costs of the Calle vary and include staff time, supplies and maintenance of the Calle, a portion of the staff time for cleaning the recycling center as well as a portion of the staff time related to cleaning and maintaining the Calle restrooms. Staff time for maintenance and management of the Calle is also included.

Staff is recommending that the commercial use agreements for the Calle Guanajuato cover at least the cost of operating the facility. The rental of space on the Calle Guanajuato is for commercial operations, different from other programs or facilities offered by APRC and should not be operated in a manner that requires subsidization from the public.

Based upon the previous year’s data, the cost of running the operation is \$6.59/sf of rented space if all costs are evenly split between all rented spaces. This figure is found by dividing the total cost of operation by the square footage rented out last year ($\$27,082.81/4,110.75 = \6.59). Costs to APRC include cleaning, maintenance, management of contracts and facility expenses such as a portion of the recycle center and the Calle restrooms.

Last year (2016), APRC rented 4,110.75 sf of space on the Calle – restaurant: 1,810.75 sf; and, artisan: 2,300 sf. Since the cost of managing the rental space and contracts is determined to be \$6.59/sf, the expenses will rise if rented square footage increases. In 2017, it is proposed that APRC rent 4,862.75 sf of Calle space to the various commercial operations, which is an increase of 752 square footage from the 2016 season. The following is the anticipated cost to manage 4,862.75 sf of space on the Calle:

$$4,862.75 \text{ sf} \times \$6.59 = \$32,046$$

APRC rents space on the Calle in three increments of time per week: a) 2 days; b) 5 days; and 7 days. Because of this tiered approach to the rental space, there should be three distinct fees based on the time of use and impact on the space. In 2017, the following space allocation has been requested:

1. Weekends: 2,300 sf
2. 5 days/week: 353.5 sf
3. 7 days/week: 2,209.25 sf

In order to fairly distribute the costs of management among the contracts, staff is recommending the following breakdown on pricing:

1. Weekends: \$5.50/sf
2. 5 days/week: \$5.00/sf
3. 7 days/week: \$8.00/sf

Based on the above charges, the collection rates per rental category would be:

1. Artisans: \$12,650.00
2. 5 Days/Week Restaurants: \$1,767.50
3. 7 Days/Week Restaurants: \$17,674.00
4. Total: \$32,091.50

Actions Requested and Recommendations

1. **Determine the “season of operation” for the contracts. Staff recommends March 13-November 12, 2017.** In 2016 the commission approved a season spanning March 14 through November 13 and staff recommends a similar arrangement for the 2017 season.
2. **Approve or deny the eight seating agreements for the Calle Guanajuato.** Staff recommends approval of all eight seating agreements as proposed with the potential of the Artisans Market to expand by two booths on the other side of the creek if the CUP can be amended.
3. **Approve the Boundary Map for the 2017 Calle Guanajuato season.** Staff recommends approval of the boundary map.

Staff has created a boundary map that includes placement of Artisans and Restaurants for the 2017 season. It also includes the suggested additions for the Artisans as well as a map legend. The boundary map depicts spaces that are restaurants, spaces that are used by the Artisans and also spaces that can be shared by both parties.

4. **Determine a square footage fee rate for the 2017 Season.** Staff recommends cost recovery of 100% of the anticipated costs for the Calle Guanajuato.

Staff recommends that the 100% cost recovery be achieved by accepting the anticipated costs of managing the Calle Guanajuato of \$32,046 or \$6.59/sf, and adopting the following rates:

- a) Weekends: \$5.50/sf
- b) 5 days/week: \$5.00/sf
- c) 7 days/week: \$8.00/sf

Attachments

- 2017 Request for Commercial Space and Site plans for all eight applicants
- Draft Boundary Map (will be distributed as soon as available)
- Draft Contract for Lithia Artisans Market
- Draft Contract for Restaurants
- 15/16 Cost Recovery Spreadsheet



**Ashland Parks and
Recreation Commission**

COMMISSION POLICY

TITLE CALLE GUANAJUATO CONDITIONAL COMMERCIAL USE POLICY	PAGE 1 of 7	POLICY No. 101
EFFECTIVE DATE	REVISED DATE	N/A

APPROVED BY COMMISSIONER ACTION

December 19, 2016; Agenda Item: VI.(a.) Calle Guanajuato Amended Policy Approval

The Charter of the City of Ashland, **Article XIX – “Park Commission,”** gives the Ashland Parks and Recreation Commissioners the “*power to formulate and adopt rules and regulations for their government.*” This authority allows Commissioners to adopt rules and policies through a public process in order to provide organization, aide in decision making and to provide consistent regulation for park and facility uses in order to achieve the goals of the Ashland Parks and Recreation Commission (“APRC”) and protect people, the environment and assets and to ensure fair and equal use of parks by all users.

PURPOSE

The Calle Guanajuato is an asset of the APRC that provides, among other public benefits, space for restaurant seating and concessions adjacent to Ashland Creek and within proximity to local restaurants, Ashland Shakespeare Festival, Downtown Ashland and Lithia Park. Permitted commercial activity on the Calle Guanajuato shall be limited to the uses specifically designated in this policy.

Permits may only be issued for concessions by the Lithia Artisans Market and for adjacent restaurants. Permitted sites on the Calle Guanajuato are restricted by the physical limitation of the space, and the potential that the demand for space may be greater than the space available. The APRC has created the Calle Guanajuato Commercial Use Policy (the “*Policy*”) to regulate the allocation of physical space to qualifying permittees, as described herein. Permits may be awarded on an annual basis as described herein.

CALLE GUANAJUATO SEATING POLICY OBJECTIVES

The purpose of the Policy is to assist the APRC in the pursuit of the following equally-important objectives:

- I. To provide a process for the review and approval of applications for concessionaires of the Lithia Artisans Market and restaurateurs of adjacent businesses;

TITLE : CALLE GUANAJUATO COMMERCIAL USE POLICY	Page 2 of 7	POLICY No. 101
---	--------------------	-----------------------

- II. To ensure that adequate access is achieved through the Calle Guanajuato for pedestrians and emergency vehicles;
- III. To attempt to achieve cost recovery for APRC; and,
- IV. Maintain an appealing extension of Lithia Park into downtown

GENERAL PROVISIONS

Application Process

- I. Any Calle Restaurant desiring a designated site on the Calle Guanajuato must file annually a non-refundable application with APRC staff prior to the stated deadline.
- II. The application process and criteria for submittal shall be as follows:
 - a. Prior to the beginning of the application review process, each applicant seeking a designated site on the Calle must file an application with APRC staff. The application must be submitted prior to the 2nd Friday of January of each calendar year, stating the intent of the applicant to:
 - i. Seek a permit for the same designated site as the previous year; and/or,
 - ii. Seek a permit for a designated site location that differs from the applicant’s site for the previous year.
- III. The application material shall include the following:
 - a. A clear identification of the requested designated site as delineated in the official boundary map;
 - b. A simple site plan showing how restaurant equipment and/or concession stands will be organized within the boundary of the designated site;
 - c. A statement detailing how each of the specific approval criteria of the Policy will be met; and,
 - d. An application fee as adopted in the “Fees and Charges Schedule” of APRC.
- IV. Application review requirements:
 - a. Absent a timely-submitted application, APRC will not hold a previously permitted site and seniority shall be forfeited for that site.
 - b. Notwithstanding the Cancellation section of this ordinance, no late applications will be accepted.

TITLE : CALLE GUANAJUATO COMMERCIAL USE POLICY	Page 3 of 7	POLICY No. 101
---	-------------	-----------------------

- c. Incomplete applications, or those that do not substantially meet the criteria, will be returned to the applicant without processing.
- d. Permit approvals for each season will be issued no later than February 28th of each year.
- e. The official boundary map of the Calle Guanajuato will delineate the designated site for all concession and restaurant space.
- f. A permit for a restaurant or concession shall be nontransferable between restaurateurs and shall be valid exclusively for one season in a single calendar year.
- g. No qualifying Calle Restaurant may hold or be issued more than one permit.

CONDITIONAL USE REVIEW CRITERIA

In considering applications, staff shall review the applicant’s compliance with applicable City ordinances and regulations as well as the following criteria:

- I. Restaurant proximity shall constitute a major determining factor for a designated site on the Calle Guanajuato. Applicants that meet the adjacency standard for a designated site shall have preference during review over those who do not.
- II. When two or more applicants make requests for the same site or overlapping designated sites, restaurant seniority, as defined in the definitions of this policy, shall take precedence in determining which applicant receives priority consideration.
- III. Designated sites shall be used for their permitted use only (either restaurant or concession space). In the event that a site designated for restaurant use remains unused after permit issuance, the site may be made available to the Lithia Artisans Market.
- IV. The applicant must be in good standing with APRC and the City, with no active enforcement actions.
- V. The applicant must demonstrate through a simple site plan that they have the ability to carry out the requested operations without violating the public walkway or open space through the Calle Guanajuato.
- VI. **Accessory Regulations:**
 - a. **FIRE AND LIFE SAFETY.** Concessionaire shall comply with any and all fire and life safety guidelines, recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to the following:

- i. Maintain all required fire and emergency access areas;
- ii. Ensure that permitted restaurant equipment does not encroach upon or obstruct public walkways or open space areas while maintaining a clear eight (8) foot pathway for emergency vehicles as approved by the City of Ashland Fire Marshal;
- iii. Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
- iv. Have available and maintain such fire extinguishers as determined by the Fire Marshal;
- v. Strict adherence to the APRC prohibition on smoking. Smoking is not permitted on the Calle Guanajuato under any circumstances; and
- vi. No use of any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Ashland Fire Marshal. [For purposes of this License "Hazardous Substance" or "Hazardous Material" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.]

PERMIT/CONTRACT AWARD PROCESS

- I. A permittee who meets all of the approval criteria for a conditional commercial use permit will be required to enter into a contract with APRC for the use of the permitted site and will be required to provide the information required for the execution of the contract, as provided by APRC staff:
- II. Contract will be awarded by the Commissioners by the 28th of February each year.

RESTAURANT AND CONCESSION FEE SCHEDULE

- I. The Commissioners shall review and may adjust the seasonal square foot rental rate on the Calle prior to February 28th each year.
- II. Payment for approved permits must be made in full by the second Friday of May each season, unless otherwise stated by the Commissioners during fee schedule and operating season review.
 - a. If fees are not received as described above, the permit shall be revoked.

OPERATING SEASON

Due to various considerations, the season of operation for the Calle Guanajuato may vary from year to year. If the Commissioners do not approve a particular period of operation prior to February 28th, the default season of operation shall be from Memorial Day to Labor Day.

TITLE : CALLE GUANAJUATO COMMERCIAL USE POLICY	Page 5 of 7	POLICY No. 101
---	-------------	-----------------------

RESTAURANT CANCELLATION/REVOICATION.

- I. A permit issued for restaurant use may be canceled at the request of the restaurant owner. In such a case, if the season has not begun, the site permit fee will be refunded if already paid. If the season has already begun, the fee will be pro-rated for the time used.
- II. Should a restaurant abandon, or cancel, a permitted site, the site shall become available immediately, and a time frame for new applications will be delineated by APRC staff. The designated site shall then be awarded consistent with the criteria of the competitive process under Application Review contained in the Policy.
- III. APRC reserves the right to revoke any restaurant’s permit for a designated site at any time if that individual restaurant does not conform to applicable law, including but not limited to the rules and regulations established by the Ashland Parks and Recreation Commission, the City of Ashland, Jackson County Health Department and the Oregon Liquor Control Commission.
 - a. If an application is revoked prior to the start of the season, permit fees shall be refunded.

SITE SHARING

- I. Restaurant applicants who receive a permit for a designated site have the ability to share their space with another restaurant that meets the criteria of this policy.
- II. A restaurateur who shares space may do so without forfeiting seniority.
- III. Site location sharing may take place at any point during the year; however, only one applicant may hold a permit for a particular designated site and that applicant shall be sole beneficiary of any seniority for the season.
- IV. Applicants must note on their applications if they are planning to share the site with another restaurateur.
 - a. Applicant or permittee shall not sub-lease a designated site without APRC staff approval.

TITLE : CALLE GUANAJUATO COMMERCIAL USE POLICY	Page 6 of 7	POLICY No. 101
---	-------------	-----------------------

DEFINITIONS

- I. **Adjacency:** is contiguous ground floor access onto the Calle Guanajuato from a Calle restaurant with direct access the Calle Guanajuato.
- II. **Applicant:** a person or entity seeking license from APRC for a concession or restaurant permit.
- III. **Boundary Map:** is the most current map that delineates areas for both restaurant seating and concession operations.
- IV. **Business License:** a certificate issued by the city authorizing the holder to conduct specified business activity within the City of Ashland.
- V. **Calle Guanajuato:** the improved surface area directly behind the plaza businesses and adjacent to Ashland Creek being bounded by the flood wall on the west side, the back of the Calle businesses to the east, Winburn Way to the south and North Main Street to the north.
- VI. **Calle Restaurant:** a restaurant business operated all, or in part, out of a building abutting the Calle Guanajuato.
- VII. **Concession:** any licensed retail sales operation on the Calle Guanajuato conducting sales using a temporary table, stand, cart, or similar equipment.
- VIII. **Concessionaire:** a licensed retail operation on the Calle Guanajuato.
- IX. **Employee:** all persons, including proprietors, working on the premises of a Calle business.
- X. **Owner of Record:** the person, or entity, in which legal or equitable title rests for private properties directly adjacent to the Calle Guanajuato.
- XI. **Public Walkway:** the 8 foot meandering brick walkway through the Calle Guanajuato.
- XII. **Restaurant Equipment:** includes but is not limited to any materials, merchandise, tools, carts, tables, chairs, podiums, or other items owned by, in possession of or associated with a restaurant.
- XIII. **Restaurant:** a commercial establishment where food and beverages are prepared, served, and consumed primarily within a principal building which abuts the Calle Guanajuato.
- XIV. **Restaurateur:** a licensed restaurant operation on the Calle Guanajuato.
- XV. **Season:** is the term of use for concession and restaurant operation at the Calle Guanajuato each year. Exact operating dates for each season will approved annually during the review period of permits.

TITLE : CALLE GUANAJUATO COMMERCIAL USE POLICY	Page 7 of 7	POLICY No. 101
---	-------------	-----------------------

- XVI. **Restaurant Seniority:** shall be established for application review when a restaurateur has been granted a permit to a specific designated site for the calendar year immediately before the current calendar year. Seniority shall be forfeited when occupancy of the site has been abandoned by the applicant for any reason for at least one complete season or any part thereof.

- XVII. **Designated Site:** is the useable space or area on Calle Guanajuato which has been allocated for individual concession or restaurant use by the Ashland Parks and Recreation Commission.

Approved: _____ Date: _____
Mike Gardiner, APRC Chair

Approved, as to form: _____ Date: _____
Dave Lohman, City Attorney

**Exhibit B
Proposal Documents**

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO**

Ex Nihil
NAME OF APPLICANT Kevin Broadie WK PHONE 541 905 1092
MESSAGE PHONE 541 905 1092 EMAIL ADDRESS saltworksvenues@gmail.com
NAME OF AUTHORIZED REPRESENTATIVE Kevin Broadie
WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone
MAILING ADDRESS
14 Calle Guanajuato Way
CITY Ashland STATE OR ZIP 97520

- PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.
- ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?
(Circle One) YES NO
- WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO
- IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO
IF YES, WITH WHOM? _____

*This request is for 5 days per week
M-Friday
Arms SAT/Sun*

OLCC working on liquor license

Signature of Applicant _____ Date Signed 1/10/17

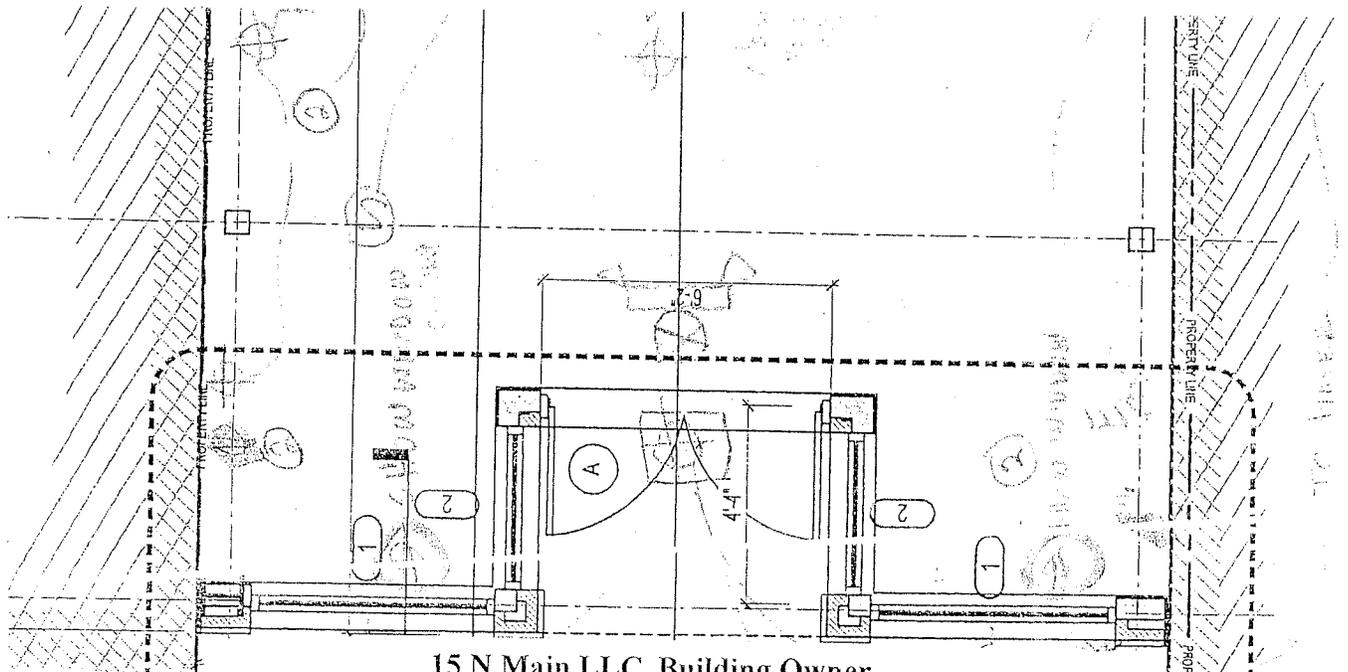
This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Signed Commercial Use Contract

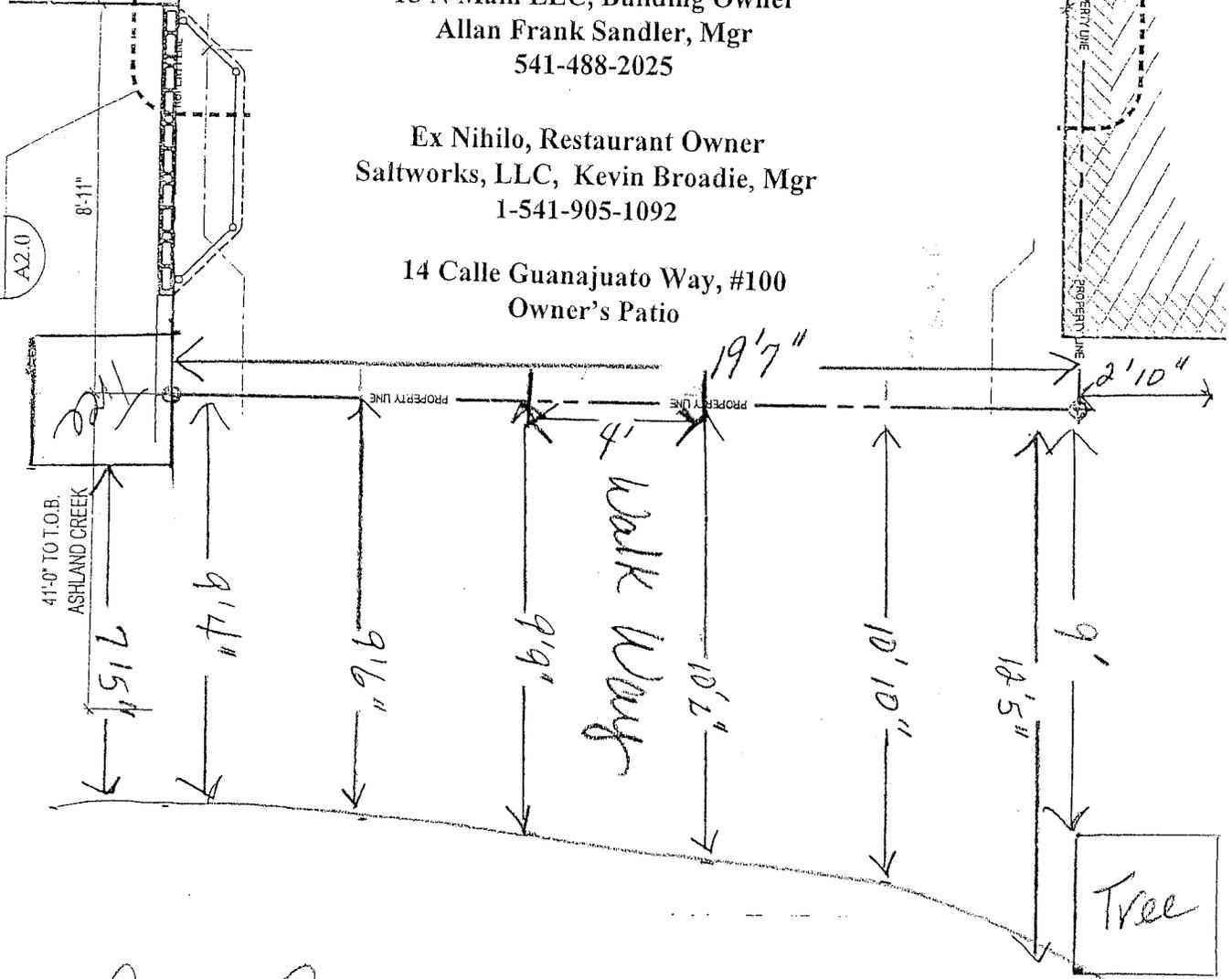




15 N Main LLC, Building Owner
 Allan Frank Sandler, Mgr
 541-488-2025

Ex Nihilo, Restaurant Owner
 Saltworks, LLC, Kevin Broadie, Mgr
 1-541-905-1092

14 Calle Guanajuato Way, #100
 Owner's Patio



1/2" = 1'

Calle Guanajuato Walk Way

**Exhibit B
Proposal Documents**

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT Greenleaf Restaurant WK PHONE 541-482-2808
MESSAGE PHONE 541-941-1428 EMAIL ADDRESS daniel@greenleafrestaurant.com
NAME OF AUTHORIZED REPRESENTATIVE Daniel Greenblatt
WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone
MAILING ADDRESS
49 North Main St.
CITY Ashland STATE OR ZIP 97520

- PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.
- ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?
(Circle One) YES NO
- WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO
- IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO

IF YES, WITH WHOM? _____

[Signature]
Signature of Applicant

12-21-16
Date Signed

This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Signed Commercial Use Contract

TOPOGRAPHIC SURVEY

FOR
 DEPARTMENT OF PARKS and RECREATION
 CITY OF ASHLAND
 340 SOUTH PIONEER STREET
 ASHLAND, OREGON 97520

LEGEND

- FOUND CITY OF ASHLAND BRASS CUP CENTER LINE MONUMENT
- * FOUND SURVEY MONUMENT PER PLAZA CONDOMINIUM
- () RECORD DATA PER PLAZA CONDOMINIUM
- RIGHT OF WAY LINE
- ==== CONCRETE CURB
- ===== BUILDING LINE
- TP □ TELEPHONE PEDISTAL
- TV □ CABLE TELEVISION (AM) BOX
- dl □ GAS METER
- dl □ ELECTRIC METER
- EW □ ELECTRIC JUNCTION BOX
- CONDUIT (ELECTRIC UNDERGROUND)
- SIZE AS INDICATED
- dl □ GAS METER
- RD □ ROOF DRAIN
- dl □ WATER METER
- WV □ WATER VALVE
- YX FRI HYDRANT
- O.C.P. CLEAN OUT
- BOLLARD
- ASPHALT CURB
- CONCRETE STEP
- CONCRETE STAIR WELL
- OR AS INDICATED
- METAL GATE
- CATCH BASIN
- HAND RAIL
- FENCE AS NOTED
- TREE AS NOTED

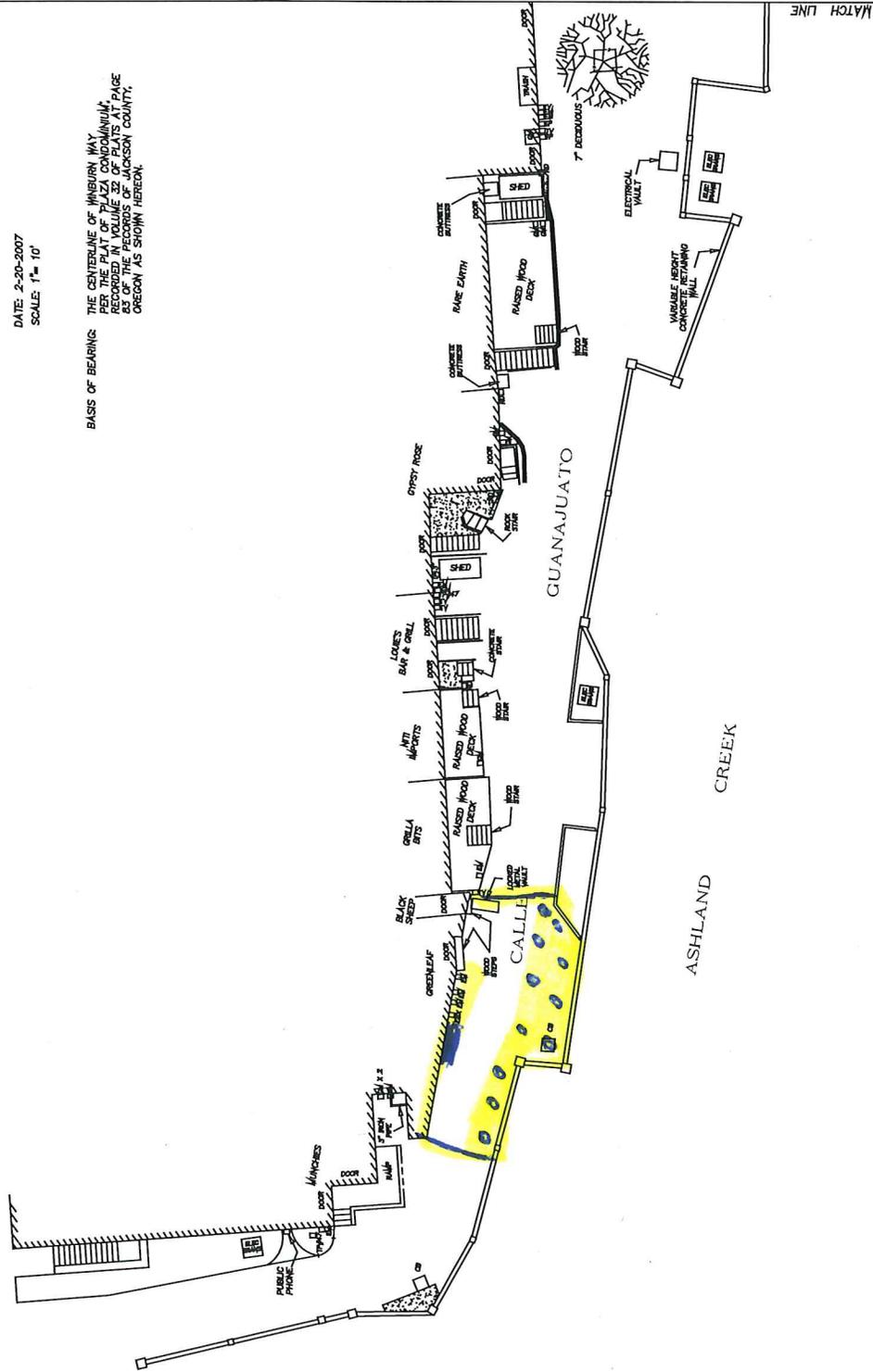


NOT TO SCALE

DATE: 2-20-2007

SCALE: 1" = 10'

BASIS OF BEARINGS: THE CENTERLINE OF WASHINGTON WAY PER THE PLAT OF PLAZA CONDOMINIUM, RECORDED IN VOLUME 33 OF PLATS AT PAGE 23 OF THE RECORDS OF JACKSON COUNTY, OREGON AS SHOWN HEREON.



TERRASURVEY, INC.
 PROFESSIONAL LAND SURVEYORS
 1000 W. BROADWAY
 ASHLAND, OREGON 97520
 (503) 835-6424
 terrassurvey@comcast.net

Greenleaf Restaurant

**Exhibit B
Proposal Documents**

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT Lithia Artisans WK PHONE 541 301 9811
Market of Ashland (LAMA)
MESSAGE PHONE same EMAIL ADDRESS marcusantoniou@gmail.com
NAME OF AUTHORIZED REPRESENTATIVE Marcus Scott

WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone

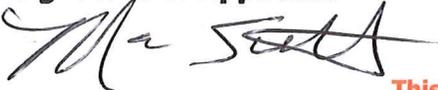
MAILING ADDRESS

PO Box 3585
CITY Ashland STATE ORE. ZIP 97520

- PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.
- ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?
(Circle One) YES NO
- WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO
- IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO

IF YES, WITH WHOM? ? (I believe we will be sharing space w/ Louies & New Sandler building)

Signature of Applicant



Date Signed

1/13/17

This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Signed Commercial Use Contract

Here is the site-plan for Calle Guanzajuato space allocation for the Lithia Artisans Market of Ashland (LAMA). This is the exact same space usage as the 2016 season. No changes.

2300 square feet total.

Key:  = umbrella booth
 = 8x8 canopy booth.

LITHIA ARTISANS MARKET

Very interested in this space.

The space at the back of Mr. Sandler's building.

LITHIA PARI



In 2016, this space was shared w/ Louies Restaurant. Artisan Market on weekends, Restaurant weekdays. If LAMA doesn't need space we communicate that with managers of Louies.

We would be interested in these spaces if commercial. Although, we aren't interested in trading this spots for space on Calle Guanzajuato.

Granite Street Stairway and Sculpture Garden

1
2
3
4
5
6
7
THE VILLAGE

**Exhibit B
Proposal Documents**

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO**

Lime Tology

NAME OF APPLICANT Annie Lee WK PHONE _____

MESSAGE PHONE 541-292-9860 EMAIL ADDRESS zenzen9888@yahoo.com

NAME OF AUTHORIZED REPRESENTATIVE Rachel Dials

WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email / phone

MAILING ADDRESS
29 N. Main Street

CITY Ashland STATE OR ZIP 97520

- PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.

- ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA? YES NO ?
(Circle One) YES NO

- WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO

- IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO *-> would like 5 days space (M-F)*

IF YES, WITH WHOM?
[Signature]

Jan-09-17 *(M-F)*

Signature of Applicant

Date Signed

This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Signed Commercial Use Contract

2. Umi Sushi: 180sf

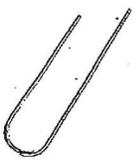
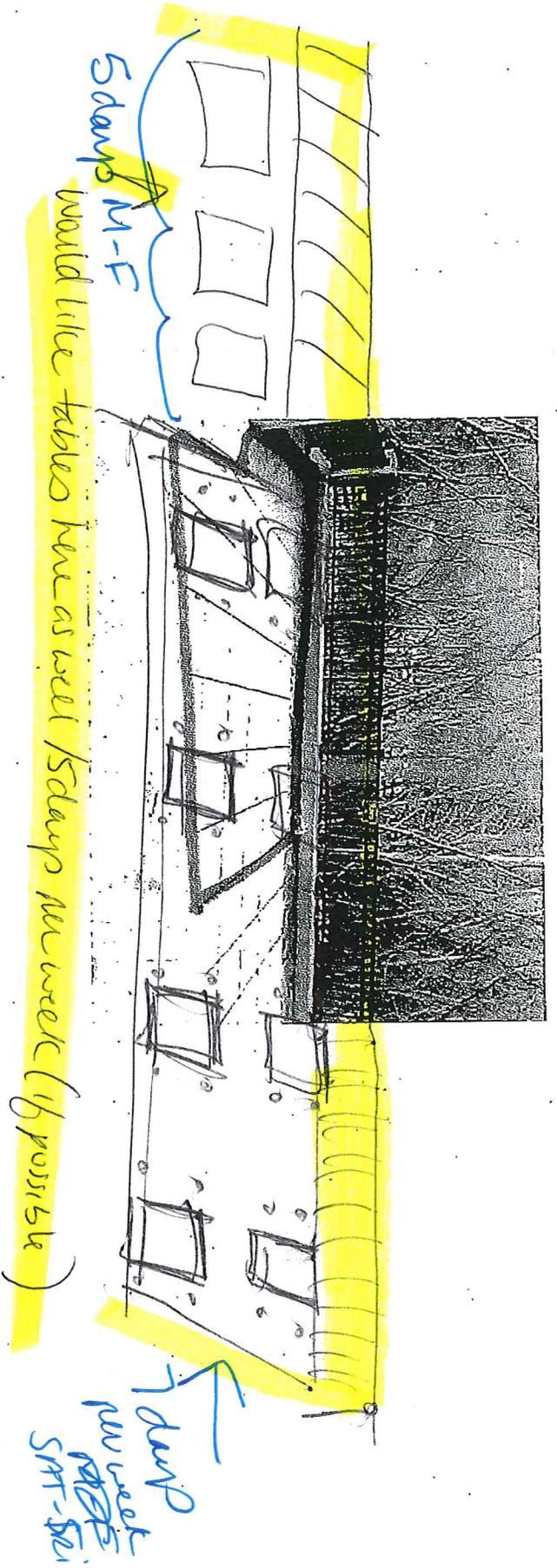


Exhibit B
Proposal Documents

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT LOUIES RESTAURANT **WK PHONE** 541-301-4068

MESSAGE PHONE 541 301 4068 **EMAIL ADDRESS** MELISSA JENSEN 7 @GMAIL.

NAME OF AUTHORIZED REPRESENTATIVE MELISSA JENSEN

WHAT IS THE BEST WAY TO CONTACT YOU? * (Circle one) email/phone

MAILING ADDRESS
690 SOUTH MOUNTAIN AVE

CITY ASHLAND **STATE** OR **ZIP** 97520

- **PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.**
- **ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA? (Circle One) YES NO**
- **WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO**
- **IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO**

IF YES, WITH WHOM? ARTISANS

Signature of Applicant 12-28-16
Date Signed

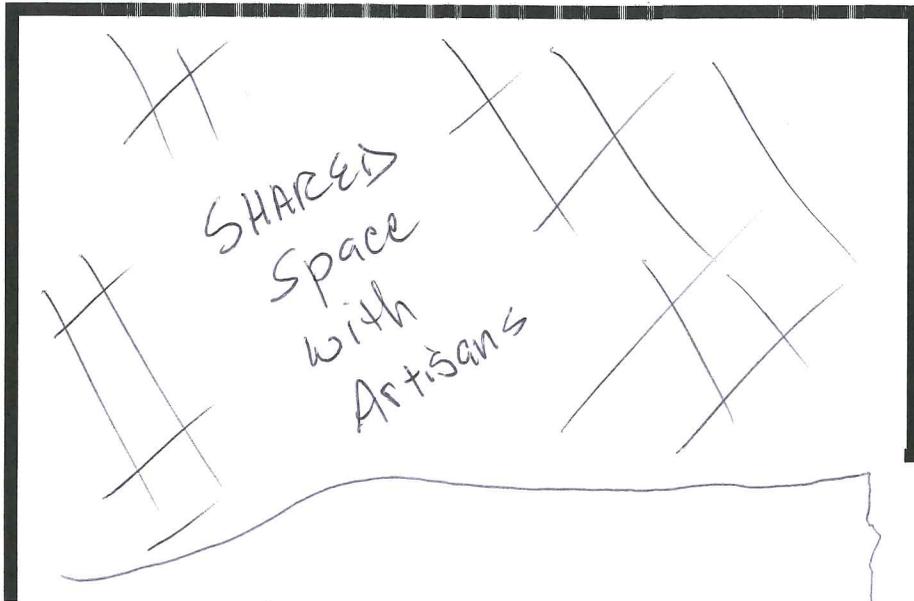
This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

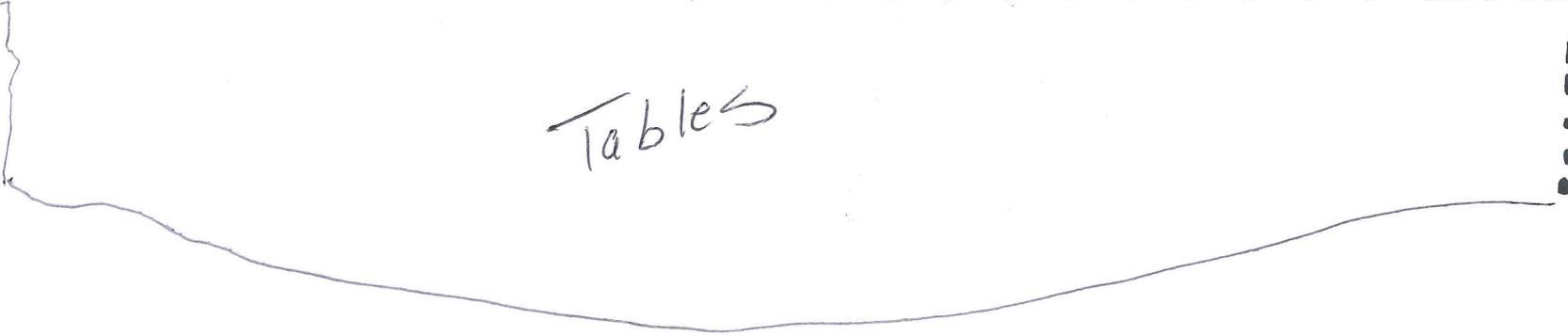
- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Signed Commercial Use Contract

“ Alcove ”



Louie's Outdoor Seating Tables Map

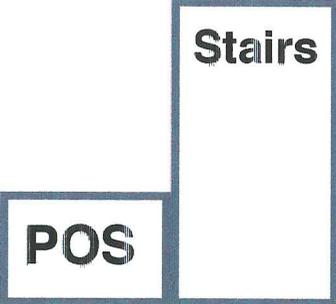
CURB
↓



Building



Ren Rose



Rachel Dials

From: Jamie North <jamie@mixashland.com>
Sent: Monday, January 09, 2017 4:26 PM
To: Rachel Dials
Subject: Mix Outdoor Seating

Exhibit B
Proposal Documents

Ashland Parks & Recreation Commission

REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO

NAME OF APPLICANT Mix bakeshop WK PHONE 541.488.9885
MESSAGE PHONE 541.326.7480 EMAIL ADDRESS jamie@mixashland.com
NAME OF AUTHORIZED REPRESENTATIVE Jamie North
WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone
MAILING ADDRESS
57 N. Main street
CITY Ashland STATE OR ZIP 97520

- PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.
- ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?
(Circle One) YES NO
- WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO
- IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO

IF YES, WITH WHOM?

Jamie North 98156 same as last 1/9/16
Signature of Applicant Date Signed

This section to be filled out by APRC Staff

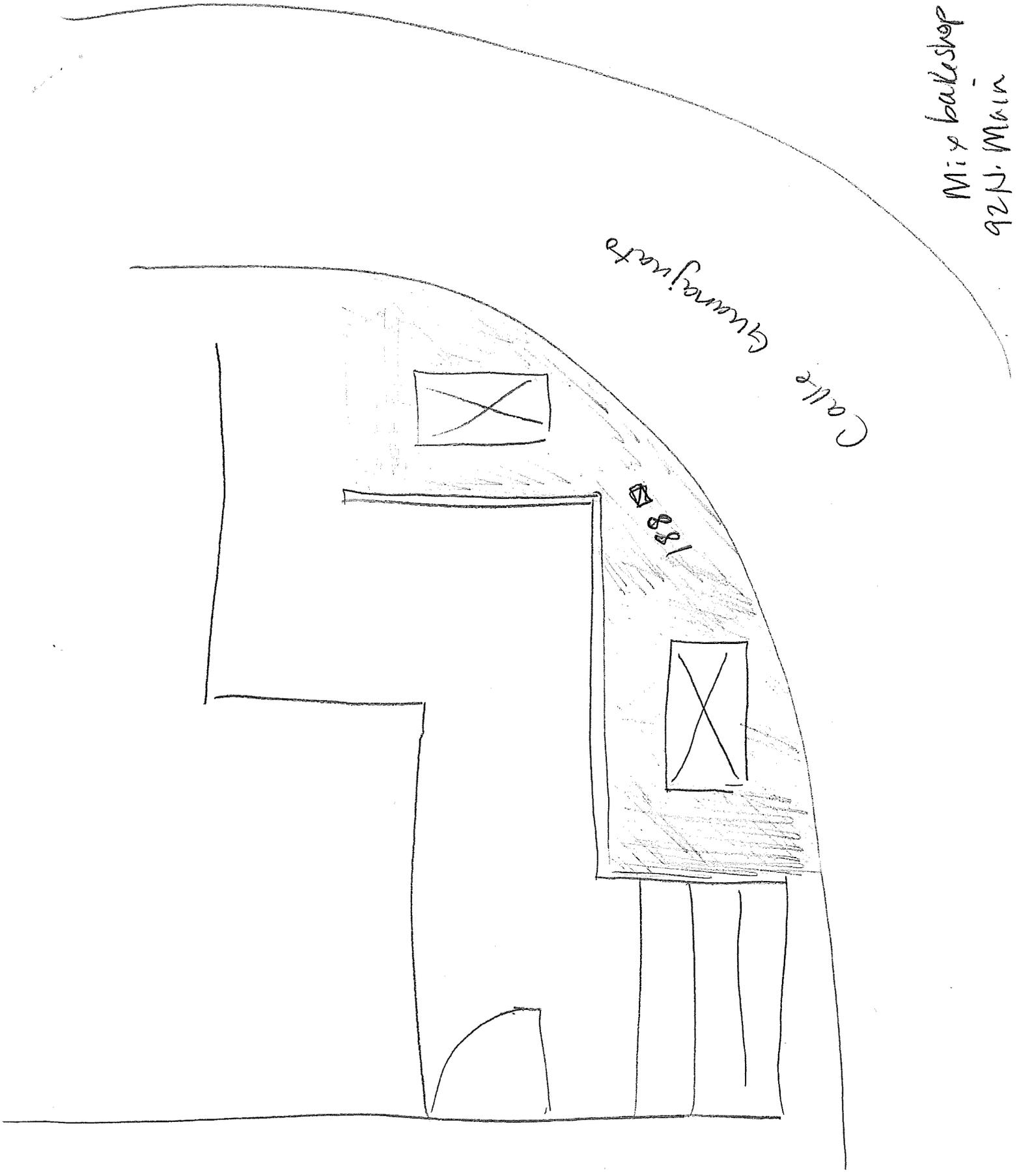
Total Square Footage x \$ 188 = Date Paid

The following items must be obtained before permit can be issued:

Mi. y baleshop
92 N. Main

Calle Guayaquite

188



**Exhibit B
Proposal Documents**

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT Salame WK PHONE 541 708 5881
MESSAGE PHONE 778 9297 EMAIL ADDRESS salumiashland@a
NAME OF AUTHORIZED REPRESENTATIVE anna Hogan gmail
WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone
MAILING ADDRESS
47 N. Main St
CITY Ashland STATE OR ZIP 97520

- PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.
- ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?
(Circle One) YES NO
- WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO
- IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO
IF YES, WITH WHOM? _____

Signature of Applicant

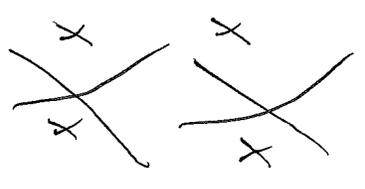
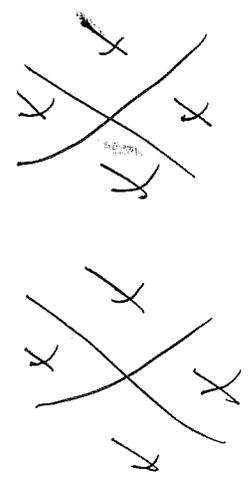
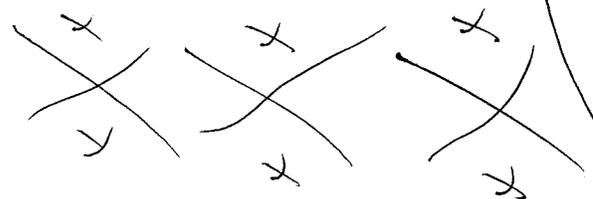
Date Signed

This section to be filled out by APRC Staff

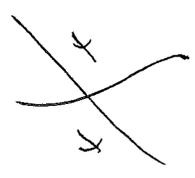
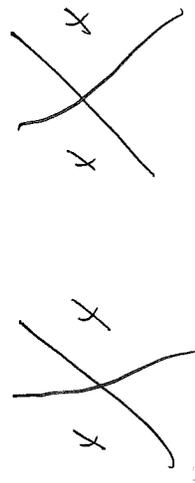
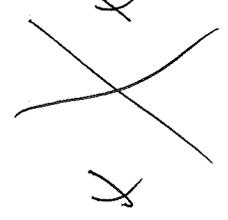
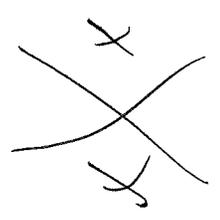
Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Signed Commercial Use Contract

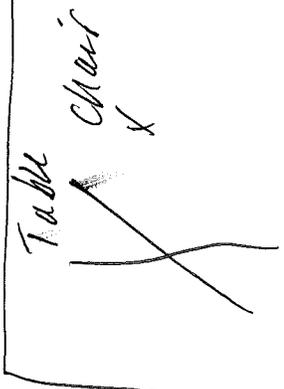


Planter



wait station

Restaurant



**Exhibit B
Proposal Documents**

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT Sesame Asian Kitchen WK PHONE (541) 482-0119
MESSAGE PHONE (541) 2926874 EMAIL ADDRESS lisajbeam@mac.com
NAME OF AUTHORIZED REPRESENTATIVE Lisa Beam
WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone
MAILING ADDRESS
21 Winburn Way
CITY Ashland STATE OR ZIP 97520

- PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE BOUNDARY OF THE SITE LOCATION.
- ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?
(Circle One) YES NO
- WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO
- IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO

IF YES, WITH WHOM? _____

[Signature]
Signature of Applicant

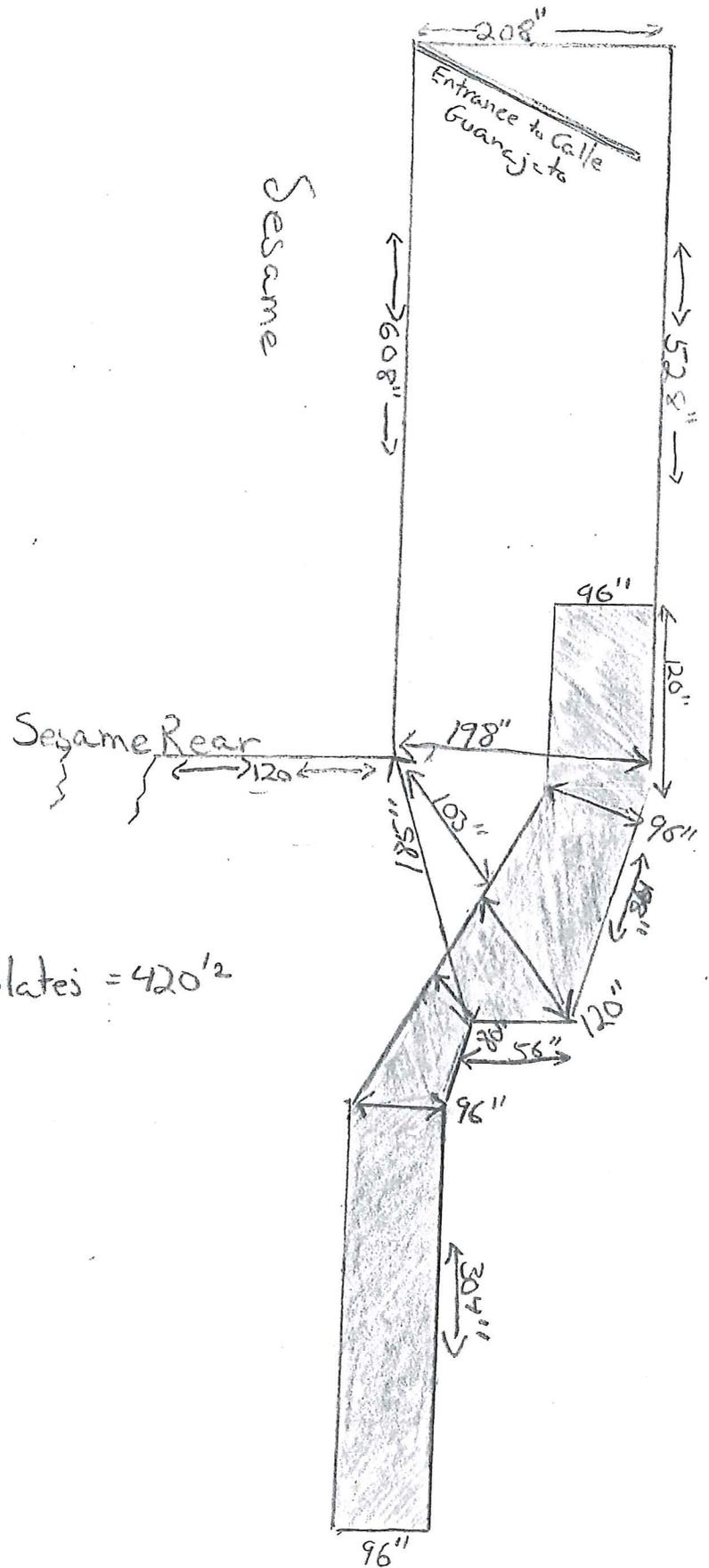
1/9/2017
Date Signed

This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Signed Commercial Use Contract



Calculates = $420^{1/2}$

* Same as 2016

**Calle Guanajuato Lithia Artisans Market Commercial Use Space License
Agreement **DRAFT****

This **ARTISAN LICENSE** (also referred to herein as "**License**") is made and entered into this _____ day of _____ 2017, by and between the **City of Ashland**, a municipal corporation of the State of Oregon, by and through the **Ashland Parks and Recreation Commission**, (hereinafter collectively referred to as "City"), and **Lithia Artisans Market of Ashland** (hereinafter referred to as "Licensee").

- 1) **SCOPE OF GRANT:** Licensee has license to operate and maintain an outdoor marketplace within the described License Area portrayed in Exhibit A.
 - a) This license gives no estate or interest in the License Area, is revocable and not assignable.
 - b) This license does not otherwise waive, modify or grant compliance with federal, state, or local laws applicable to the Licensee or its business.
 - c) City retains all rights to use and maintain the License Area for the purposes for which it holds the property without unreasonably interfering with the license granted to Licensee.
- 2) **TERM / EFFECTIVENESS:** The term of this License shall commence upon approval and execution by both City and Licensee and shall terminate on November __, 2017, unless terminated early as provided for herein.
- 3) **DURATION / MINIMUM INTERVAL OF USE:** The duration and scope of the revocable License granted herein is for one season, beginning **March __, 2017** and ending **November __, 2017**.
 - a) Licensee is permitted to prepare, operate, and shall terminate License Area for outdoor marketplace operation between the period beginning Monday March __, 2017 at 11 A.M. and ending Sunday November __, 2017 at 5:00 P.M. The Market can only operate on Saturdays from 10am-6pm and Sundays from 11am-5pm. The market can operate on the 4th of July Holiday, regardless of which day of the week it falls upon.
- 4) **PAYMENT OF LICENSE FEES AND REIMBURSABLE EXPENSES:**
 - a) Licensee shall pay a license fee based upon the square footage of the License Area. The square footage awarded shall be determined each year by written order of the Parks Director and shall be set forth precisely in Exhibit A.
 - i) The square footage flat fee shall be \$_____per square foot for the Lithia Artisans Market, for 2017.
 - ii) Any payments for fees, taxes or assessments required or in arrears or disputed must be made by Licensee before any new license will be authorized for the Licensee.
 - b) The Licensee will reimburse City for all actual utility and service costs the city provides, including electric power, water, sewer, garbage and cleaning services as applicable.
- 5) **USE OF PREMISES AND OPERATION LIMITS:**
 - a) Licensee will operate the Marketplace independently of the established Plaza Merchant businesses.
 - i) Licensee will assure that all market vendors and their agents limit their merchandise sales to handcrafted and personally created items.

- ii) Licensees will further assure that all market vendors, their agents, and/or their guests and customers do not act, in any manner, to:
 - (1) Damage, conflict or interfere with Plaza Merchant businesses, including operations during permitted access and normal business functions.
 - (2) Sell mass produced items by virtue of this License.
 - (3) Serve any type of prepared or packaged food or edible and/or beverage within the License Area.
 - b) **Compliance with Law.** Licensee must comply with all federal, state and local laws, rules, and regulations applicable to them.
 - i) Licensee is responsible for obtaining a business license in accordance with AMC Chapter 6.04. If Licensee does not pay for a license, for any reason whatsoever, then each vendor shall be required to obtain an individual business license. See, AMC 6.04.085.
 - ii) Any permit, license or other authorization granted by the City, shall not in any way be interpreted as a waiver, modification, grant, or affirmation of any other City, state, county or federal agency permits or authorizations or permission to violate any City, state, county or federal law or regulation.
- 6) Failure to comply with any provision of this section is grounds for immediately revoking Licensee's license. City reserves the right to seek penalties for Licensee's or vendors' violations of law including enforcement of its own Ashland Municipal Code.
- a) **Maintenance and Safety.** Licensee must maintain all the grounds, improvements, facilities, assets equipment and fixtures contained within the License Area in good repair and in safe, sanitary, clean, and attractive condition that is approved acceptable by City, such approval not to be unreasonably withheld.
 - b) **Temporary Structures.** Except for placement of temporary structures authorized below, this Agreement does not authorize or permit physical improvements or alterations to City property or installation of structures or fixtures within the License Area without the express written authorization of the City Parks Director and the Community Development Director.
 - c) Licensee may allow each market vendor to construct a temporary structure in accordance with size and safety specifications as found in the Calle Guanajuato Vendor Information Handbook.
 - i) All booths shall be kept neat with tables covered and boxes out of sight.
 - ii) Licensee must pack out all garbage and keep the License Area in a clean and neat order during the Marketplace hours of operation
 - (1) Refuse will be collected as soon as possible consistent with normal operations of the sanitary service, and each day within two (2) hours after Licensee's close of business.
 - (2) Licensee must not use trash receptacles which belong to or are paid for by Plaza business establishments.
 - iii) Licensee will promptly remove and/or correct any structure,

- fixture, or condition in violation of this License upon the reasonable request by City.
- 7) **FIRE AND LIFE SAFETY.** Licensee shall comply with any and all fire and life safety guidelines, recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to:
 - a) Maintain all required fire and emergency access areas;
 - b) Ensure that permitted equipment does not encroach upon or obstruct public walkways or open space areas while maintaining a clear eight (8) foot pathway for emergency vehicles as approved by the City of Ashland Fire Marshal;
 - c) Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
 - d) Have available and maintain such fire extinguishers as determined by the Fire Marshal;
 - e) Smoking is not permitted on the License Area under any circumstances, and Licensee must so advise its patrons; and
 - f) No use any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Ashland Parks Director. [For purposes of this License “Hazardous Substance” or “Hazardous Material” means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.]
 - g) Maintain a 24” buffer zone between the building edge and the License Area when adjacent building has outdoor seating.
 - 8) **VEHICULAR ACCESS.** Unless otherwise provided herein, Licensee must strictly comply with limitations in AMC 10.68.400 on vehicular access to the Calle Guanajuato.
 - a) City, at its sole discretion, may issue revocable access permits to Licensee according to limited purposes and for limited times to facilitate set up, take down, and removal of structures, equipment, supplies, waste, and other materials authorized by this License.
 - b) Vehicles must exclusively ingress and egress from Winburn Way, and will not enter or exit from the plaza end of Calle Guanajuato; nor will they extend beyond the area designated for the License.
 - c) At no time may the Licensee interfere with the eight (8) foot path required for emergency vehicles.
 - d) The Licensee must ensure that appropriate pedestrian safety precautions are maintained while vehicles using the access permits are in the vicinity.
 - e) Licensee must procure and maintain insurance in accordance with the requirements of Exhibit C in full force and effect throughout the term of this
 - 9) **INSURANCE:** Licensee must, at its sole cost and obligation, procure and maintain insurance in accordance with the requirements of Exhibit C in full force and effect throughout the term of this License. Licensee must provide the City with copies of said insurance certificates and shall name the City of Ashland as additional an insured.
 - 10) **INDEMNITY AND HOLD HARMLESS:** Licensee will defend, indemnify and hold City and/or Parks Commission, their officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation’s, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to this license or the activities that take place on licensed property. Licensee waives the right of subrogation regarding the insurance policy as described in the Insurance Section in this

License. Licensee will not be held responsible for damages caused by negligence of City and/or the Parks Commission.

a) The obligation to indemnify is expressly understood to survive termination of this License for any reason, and includes reasonable attorneys' fees, including attorneys' fees on appeal, and investigation costs and all other reasonable costs, expenses and liabilities incurred by City or its attorney from the first notice that any claim or demand is to be made or may be made.

11) **TERMINATION:** Notwithstanding any other provision herein, the City may terminate this license, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to reasonably be in the public interest. The City will provide the Licensee seven (7) days prior written notice of a termination for public convenience.

a) Licensee's recourse to contest termination of the license by City is provided in AMC 2.30, Uniform Administrative Appeals Process.

b) Notwithstanding any other provision herein, City may order vacation of the License Area or immediately remove the Licensee or any other person who may be occupying the License Area without resort of a Court Order sanctioning such action.

c) Upon failure to vacate, City is expressly authorized to remove all Licensee property from the License Area at the Licensee's expense.

i) City will reasonably safeguard and maintain the property of the Licensee for at least 30 days and shall leave it reasonably available for Licensee to take possession. City may dispose of any property that remains unclaimed after 30 days. The City may use reasonable discretion to immediately dispose of non-durable or solid waste, including but not limited to food and other putrescible waste.

12) **SURRENDER:** Upon the expiration of the original term or terms, as extended by the parties, Licensee shall surrender to the City the License Area in as good or better condition and order as it was originally received, except for reasonable and typical wear and tear.

13) **DISPUTE RESOLUTION AND ATTORNEY FEES:** The preferred method of resolving disputes between the parties under this License shall be first by mediation. Mediation shall be conducted by a mediator chosen by mutual agreement of the parties; if there is no agreement, the mediator shall be appointed by an elected Jackson County Municipal Court Judge or Judge pro tem.

a) Except for costs associated with building a case, for attorney fees, and for expert witnesses, any mutually incurred cost of mediation services shall be shared equally between the two parties.

b) In any administrative appeal or litigation between the parties arising out of this License, the prevailing party shall recover its reasonable attorneys fees incurred at trial and upon appeal. "Attorneys fees" shall include the reasonable value of the services of in-house counsel.

14) **MISCELLANEOUS PROVISIONS.**

a) **Notice.** Any notice affecting the rights of the parties under this License shall be delivered in writing either in person or to the following parties by first class mail:

(a) City: Director, Michael A. Black
Ashland Parks and Recreation Commission
340 South Pioneer Street
Ashland, Oregon 97520
(Telephone 541-488-5340; FAX: 541-488-5314)

(b) Copy to: Interim City Administrator, John Karns
City of Ashland
20 East Main Street
Ashland, Oregon 97520
(Telephone: 541-552-2100; Fax: 541-488-5311)

(c) Licensee: Lithia Artisans Market of Ashland
Attn:
Address:
Phone Number:

- b) **Governing Law.** This License, and all matters relating to this License, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of this License or any decision or holding concerning this License arises. The parties to this License do not intend to confer on any third party any rights under this License.
- c) **Severability.** If any provision of this License is held by a court of competent jurisdiction to be either, invalid, void, or unenforceable, the remaining provisions of this License shall remain in full force and effect.
- d) **Merger.** THIS LICENSE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR EXPRESS AND/OR IMPLIED STATEMENTS, NEGOTIATIONS AND/OR AGREEMENTS BETWEEN THE PARTIES, EITHER ORAL OR WRITTEN, AND MAY NOT BE AMENDED, CHANGED OR MODIFIED IN ANY WAY, EXCEPT BY WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO.

DATED this _____ day of _____, 2017

Licensee:

**Licensor/City of Ashland,
Oregon APRC**

Printed Name:-----

Michael A. Black, Director
Ashland Parks and Recreation

Date:-----

Date:-----

John Karns, Interim City Administrator

Approved as to form:

Dave Lohman, City Attorney

Exhibit A- License Area

A simple site plan must be submitted with the application.

Exhibit B
Proposal Documents

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE
SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT _____ WK PHONE _____

MESSAGE PHONE _____ EMAIL ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone

MAILING ADDRESS _____ CITY _____ STATE _____

ZIP CODE: _____

PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT
EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE
BOUNDARY OF THE SITE LOCATION.

ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?

(Circle One) YES NO

WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO

IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO

IF YES, WITH WHOM? _____

*

This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Two copies of the signed Commercial Use Contract

**Exhibit C
Insurance Requirements**

The Licensee, at its sole cost and expense, commencing on the effective date of this License, shall procure and maintain insurance acceptable to the City in full force and effect throughout the term of this License. It is agreed that any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Licensee. Licensee's Insurance shall be primary and non-contributory and have a cross-liability clause. During the term of this contract, Licensee shall maintain in full force, all the insurance coverage noted below with the City named as additionally insured:

1. **Comprehensive General Liability** insurance, with a general aggregate limit of not less than \$2,000,000 and \$2,000,000 per occurrence. Each policy shall contain a blanket contractual liability endorsement to cover the Licensee's indemnification and other obligations under this License as well as owners' and contractors' protective insurance, products and completed operations coverage, fire damage, personal and advertising injury coverage. It shall also include, if appropriate for the contract, coverage for License Area operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors.
2. **Comprehensive Automobile Liability** insurance, with a general aggregate limit of not less than \$2,000,000 and \$2,000,000 per occurrence, including coverage for owned, hired or non-owned vehicles.
3. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Licensee or its insurer(s) to the City.
4. **Certificates of insurance.** As evidence of the insurance coverage's required by this contract, the Licensee shall furnish acceptable insurance certificates to City at the time Licensee returns signed contracts. For general liability insurance and automobile liability insurance the certificate will provide that the City, Parks Commission, its officers, employees and agents are Additional Insureds. The certificate will include the 30-day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retention's, and/or self-insurance. **Certificates of Insurance shall be forwarded to: (Ashland Parks and Recreation 340 S. Pioneer St., Ashland OR 97520).**
5. **Workers Compensation** insurance in compliance with Oregon Statutes, [ORS 656.017] which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of Licensees with one or more employees, unless exempt under ORS 656.027).) Only if Licensee does not employ workers subject to ORS Chapter 656, Licensee shall sign the following affidavit:

EXEMPTION AFFIDAVIT

Licensee declares, under penalty of perjury and false swearing, that Licensee does not currently employ, and will not employ any individuals for work under this contract during the term this License is in force.

_____ Licensee Signature

_____ Date

Exhibit D

*Ashland Parks and
Recreation Commission*



**COMMISSION
POLICY**

TITLE CALLE GUANAJUATO CONDITIONAL COMMERCIAL USE POLICY	PAGE 9 of 16	POLICY No. 101
EFFECTIVE DATE	REVISED DATE	N/A

APPROVED BY COMMISSIONER ACTION

December 19, 2016; Agenda Item: VI.(a.) Calle Guanajuato Amended Policy Approval

The Charter of the City of Ashland, **Article XIX – “Park Commission,”** gives the Ashland Parks and Recreation Commissioners the *“power to formulate and adopt rules and regulations for their government.”* This authority allows Commissioners to adopt rules and policies through a public process in order to provide organization, aide in decision making and to provide consistent regulation for park and facility uses in order to achieve the goals of the Ashland Parks and Recreation Commission (“APRC”) and protect people, the environment and assets and to ensure fair and equal use of parks by all users.

PURPOSE

The Calle Guanajuato is an asset of the APRC that provides, among other public benefits, space for restaurant seating and concessions adjacent to Ashland Creek and within proximity to local restaurants, Ashland Shakespeare Festival, Downtown Ashland and Lithia Park. Permitted commercial activity on the Calle Guanajuato shall be limited to the uses specifically designated in this policy.

Permits may only be issued for concessions by the Lithia Artisans Market and for adjacent restaurants. Permitted sites on the Calle Guanajuato are restricted by the physical limitation of

the space, and the potential that the demand for space may be greater than the space available. The APRC has created the Calle Guanajuato Commercial Use Policy (the “Policy”) to regulate the allocation of physical space to qualifying permittees, as described herein. Permits may be awarded on an annual basis as described herein.

CALLE GUANAJUATO SEATING POLICY OBJECTIVES

The purpose of the Policy is to assist the APRC in the pursuit of the following equally-important objectives:

- I. To provide a process for the review and approval of applications for concessionaires of the Lithia Artisans Market and restaurateurs of adjacent businesses;
- II. To ensure that adequate access is achieved through the Calle Guanajuato for pedestrians and emergency vehicles;
- III. To attempt to achieve cost recovery for APRC; and,
- IV. Maintain an appealing extension of Lithia Park into downtown

GENERAL PROVISIONS

Application Process

- I. Any Calle Restaurant desiring a designated site on the Calle Guanajuato must file annually a non-refundable application with APRC staff prior to the stated deadline.
- II. The application process and criteria for submittal shall be as follows:
 - a. Prior to the beginning of the application review process, each applicant seeking a designated site on the Calle must file an application with APRC staff. The application must be submitted prior to the 2nd Friday of January of each calendar year, stating the intent of the applicant to:
 - i. Seek a permit for the same designated site as the previous year; and/or,
 - ii. Seek a permit for a designated site location that differs from the applicant’s site for the previous year.
- III. The application material shall include the following:
 - a. A clear identification of the requested designated site as delineated in the

official boundary map;

- b. A simple site plan showing how restaurant equipment and/or concession stands will be organized within the boundary of the designated site;
- c. A statement detailing how each of the specific approval criteria of the Policy will be met; and,
- d. An application fee as adopted in the “Fees and Charges Schedule” of APRC.

IV. Application review requirements:

- a. Absent a timely-submitted application, APRC will not hold a previously permitted site and seniority shall be forfeited for that site.
- b. Notwithstanding the Cancellation section of this ordinance, no late applications will be accepted.
- c. Incomplete applications, or those that do not substantially meet the criteria, will be returned to the applicant without processing.
- d. Permit approvals for each season will be issued no later than February 28th of each year.
- e. The official boundary map of the Calle Guanajuato will delineate the designated site for all concession and restaurant space.
- f. A permit for a restaurant or concession shall be nontransferable between restaurateurs and shall be valid exclusively for one season in a single calendar year.
- g. No qualifying Calle Restaurant may hold or be issued more than one permit.

CONDITIONAL USE REVIEW CRITERIA

In considering applications, staff shall review the applicant’s compliance with applicable City ordinances and regulations as well as the following criteria:

- I. Restaurant proximity shall constitute a major determining factor for a designated site on the Calle Guanajuato. Applicants that meet the adjacency standard for a designated site shall have preference during review over those who do not.
- II. When two or more applicants make requests for the same site or overlapping designated sites, restaurant seniority, as defined in the definitions of this policy, shall take precedence in determining which applicant receives priority consideration.

- III. Designated sites shall be used for their permitted use only (either restaurant or concession space). In the event that a site designated for restaurant use remains unused after permit issuance, the site may be made available to the Lithia Artisans Market.
- IV. The applicant must be in good standing with APRC and the City, with no active enforcement actions.
- V. The applicant must demonstrate through a simple site plan that they have the ability to carry out the requested operations without violating the public walkway or open space through the Calle Guanajuato.
- VI. **Accessory Regulations:**
 - a. **FIRE AND LIFE SAFETY.** Concessionaire shall comply with any and all fire and life safety guidelines, recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to the following:
 - i. Maintain all required fire and emergency access areas;
 - ii. Ensure that permitted restaurant equipment does not encroach upon or obstruct public walkways or open space areas while maintaining a clear eight (8) foot pathway for emergency vehicles as approved by the City of Ashland Fire Marshal;
 - iii. Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
 - iv. Have available and maintain such fire extinguishers as determined by the Fire Marshal;
 - v. Strict adherence to the APRC prohibition on smoking. Smoking is not permitted on the Calle Guanajuato under any circumstances; and
 - vi. No use of any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Ashland Fire Marshal. [For purposes of this License “Hazardous Substance” or “Hazardous Material” means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.]

PERMIT/CONTRACT AWARD PROCESS

- I. A permittee who meets all of the approval criteria for a conditional commercial use permit will be required to enter into a contract with APRC for the use of the permitted site and will be required to provide the information required for the execution of the

contract, as provided by APRC staff:

- II. Contract will be awarded by the Commissioners by the 28th of February each year.

RESTAURANT AND CONCESSION FEE SCHEDULE

- I. The Commissioners shall review and may adjust the seasonal square foot rental rate on the Calle prior to February 28th each year.
- II. Payment for approved permits must be made in full by the second Friday of May each season, unless otherwise stated by the Commissioners during fee schedule and operating season review.
 - a. If fees are not received as described above, the permit shall be revoked.

OPERATING SEASON

Due to various considerations, the season of operation for the Calle Guanajuato may vary from year to year. If the Commissioners do not approve a particular period of operation prior to February 28th, the default season of operation shall be from Memorial Day to Labor Day.

RESTAURANT CANCELLATION/REVOCATION.

- I. A permit issued for restaurant use may be canceled at the request of the restaurant owner. In such a case, if the season has not begun, the site permit fee will be refunded if already paid. If the season has already begun, the fee will be pro-rated for the time used.
- II. Should a restaurant abandon, or cancel, a permitted site, the site shall become available immediately, and a time frame for new applications will be delineated by APRC staff. The designated site shall then be awarded consistent with the criteria of the competitive process under Application Review contained in the Policy.
- III. APRC reserves the right to revoke any restaurant's permit for a designated site at any time if that individual restaurant does not conform to applicable law, including but not limited to the rules and regulations established by the Ashland Parks and Recreation Commission, the City of Ashland, Jackson County Health Department and the Oregon Liquor Control Commission.
 - a. If an application is revoked prior to the start of the season, permit fees shall be refunded.

SITE SHARING

- I. Restaurant applicants who receive a permit for a designated site have the ability to share their space with another restaurant that meets the criteria of this policy.
- II. A restaurateur who shares space may do so without forfeiting seniority.
- III. Site location sharing may take place at any point during the year; however, only one applicant may hold a permit for a particular designated site and that applicant shall be sole beneficiary of any seniority for the season.
- IV. Applicants must note on their applications if they are planning to share the site with another restaurateur.
 - a. Applicant or permittee shall not sub-lease a designated site without APRC staff approval.

DEFINITIONS

- I. **Adjacency:** is contiguous ground floor access onto the Calle Guanajuato from a Calle restaurant with direct access to the Calle Guanajuato.
- II. **Applicant:** a person or entity seeking license from APRC for a concession or restaurant permit.
- III. **Boundary Map:** is the most current map that delineates areas for both restaurant seating and concession operations.
- IV. **Business License:** a certificate issued by the city authorizing the holder to conduct specified business activity within the City of Ashland.
- V. **Calle Guanajuato:** the improved surface area directly behind the plaza businesses and adjacent to Ashland Creek being bounded by the flood wall on the west side, the back of the Calle businesses to the east, Winburn Way to the south and North Main Street to the north.
- VI. **Calle Restaurant:** a restaurant business operated all, or in part, out of a building abutting the Calle Guanajuato.
- VII. **Concession:** any licensed retail sales operation on the Calle Guanajuato conducting sales using a temporary table, stand, cart, or similar equipment.
- VIII. **Concessionaire:** a licensed retail operation on the Calle Guanajuato.
- IX. **Employee:** all persons, including proprietors, working on the premises of a Calle business.
- X. **Owner of Record:** the person, or entity, in which legal or equitable title rests for private properties directly adjacent to the Calle Guanajuato.
- XI. **Public Walkway:** the 8 foot meandering brick walkway through the Calle Guanajuato.
- XII. **Restaurant Equipment:** includes but is not limited to any materials, merchandise, tools, carts, tables, chairs, podiums, or other items owned by, in possession of or associated with a restaurant.
- XIII. **Restaurant:** a commercial establishment where food and beverages are prepared, served, and consumed primarily within a principal building which abuts the Calle Guanajuato.
- XIV. **Restaurateur:** a licensed restaurant operation on the Calle

Guanajuato.

- XV. **Season:** is the term of use for concession and restaurant operation at the Calle Guanajuato each year. Exact operating dates for each season will be approved annually during the review period of permits.
- XVI. **Restaurant Seniority:** shall be established for application review when a restaurateur has been granted a permit to a specific designated site for the calendar year immediately before the current calendar year. Seniority shall be forfeited when occupancy of the site has been abandoned by the applicant for any reason for at least one complete season or any part thereof.
- XVII. **Designated Site:** is the useable space or area on Calle Guanajuato which has been allocated for individual concession or restaurant use by the Ashland Parks and Recreation Commission.

Approved: _____ Date:
Mike Gardiner, APRC Chair

Approved, as to form: _____ Date:
Dave Lohman, City Attorney

Calle Guanajuato Restaurant Commercial Use License Agreement **DRAFT**

This **RESTAURANT COMMERCIAL USE LICENSE** (also referred to herein as "License") is made and entered into this ____ day of _____ 2017, by and between the **City of Ashland**, a municipal corporation of the State of Oregon, by and through the **Ashland Parks and Recreation Commission**, (hereinafter collectively referred to as "City"), and _____ (hereinafter referred to as "Licensee").

1. **SCOPE OF GRANT:** Licensee is licensed to operate and maintain an outdoor dining site in the location depicted in Exhibit A (hereinafter "Site").
 - a. This License conveys no estate or interest in the Site, is revocable and not assignable.
 - b. This License does not otherwise waive, modify or grant or affirm compliance with federal, state, or local laws applicable to Licensee or its business.
 - c. Without unreasonably interfering with the license granted to Licensee, City retains all rights to use and maintain the Site for any of the purposes for which it holds the property License.
2. **TERM / EFFECTIVENESS:** The term of this License shall commence upon approval and execution by both City and Licensee and shall terminate on November ____, 2017, unless terminated early as provided for herein.
3. **DURATION / MINIMUM INTERVAL OF USE:** The duration and scope of the revocable License is for one season, beginning **March ____, 2017** and ending **November ____, 2017**.
 - a. Licensee is permitted to prepare, operate, and shall terminate use of the Site for outdoor dining operation between the period beginning March ____, 2017 at 7:00 A.M. and ending November ____, 2017 at 10:00 P.M.
4. **PAYMENT OF LICENSE FEES:** Licensee shall pay a license fee based upon the square footage of the Site. The square footage awarded shall be determined each year by written order of the Commission and shall be set forth precisely in Exhibit A.
 - a. The square footage flat fee shall be \$____per square foot for 2017.
 - b. Any payments for fees, taxes or assessments required or in arrears or disputed must be made by Licensee before it will be issued a new license.
5. **USE OF PREMISES AND OPERATION LIMITS:**
 - a. **Compliance with Law.** Licensee must comply with all federal, state and local laws, rules, and regulations applicable to public health and safety and licensing related to food and food handling and doing business in the State and City of Ashland;
 - b. **Maintenance and Safety.** Licensee must maintain all the grounds, improvements, facilities, assets equipment and fixtures contained within the Site in good repair and in safe, sanitary, clean, and attractive condition that is approved acceptable by the City, such approval not to be unreasonably withheld.
 - c. **Improvements and Placement of Restaurant Equipment.** Unless otherwise set forth herein, Licensee may make physical improvements or alterations to the site location or install structures or fixtures thereon only after express written authorization of the Parks and Recreation Director, such approval not to be unreasonably withheld.
 - i. Licensee may place tables and chairs, serving tables or host podium stand or other (restaurant equipment) items reasonably related to outdoor dining in the Site. L
 - ii. Restaurant equipment must be of sturdy and durable construction, movable by one person, and shall be self-supporting, and at no time attached, tied or locked to trees, fire hydrants, poles, fences or other items.
 - iii. Licensee must not allow its equipment or other materials or restaurant employees 2 block or in any way impede pedestrian access or fire and emergency vehicle access to the Calle Guanajuato.

- d. No restaurant equipment, supplies or materials and no Licensee employees shall block, impede or in any way hamper vehicular traffic on Calle Guanajuato during the following hours except in compliance with a permit issued pursuant to Ashland Municipal Code 10.68.400

Monday through Friday

Prior to 11:30 a.m.
& after 10:00 p.m.

Saturday and Sunday

Prior to 8:00 a.m.
& after 10:00 p.m.

- e. Licensee must promptly remove any offensive, hazardous or dangerous restaurant equipment, furniture, or solid waste within the Site.
6. **FIRE AND LIFE SAFETY.** Licensee shall comply with any and all fire and life safety guidelines, recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to:
- a. Maintain all required fire and emergency access areas;
 - b. Ensure that permitted restaurant equipment does not encroach upon or obstruct public walkways or open space areas while maintaining a clear eight (8) foot pathway for emergency vehicles as approved by the City of Ashland Fire Marshal;
 - c. Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
 - d. Have available and maintain such fire extinguishers as determined by the Fire Marshal;
 - e. Patrons and restaurant staff must strictly abide by the Park prohibition on smoking, and Licensee must so advise its patrons and restaurant staff; and
 - f. Not use any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Parks and Recreation Director. [For purposes of this License “Hazardous Substance” or “Hazardous Material” means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.]
7. **VEHICULAR ACCESS.** Unless otherwise provided herein, Licensee must strictly comply with limitations in AMC 10.68.400 on vehicular access to the Calle Guanajuato.
- a. Parks, at its sole discretion, may issue revocable access permits to Licensee for limited purposes and for limited times to facilitate set up, take down, and removal of restaurant equipment and other materials allowable under this License.
 - b. Vehicles must exclusively ingress and egress from Winburn Way, and must not enter or exit from the plaza end of Calle Guanajuato
 - c. At no time may the Licensee interfere with the eight (8) foot path required for emergency vehicles.
 - d. The Licensee must ensure that appropriate pedestrian safety precautions are maintained while vehicles using the access permits are in the vicinity.
 - e. Licensee must procure and maintain insurance in accordance with the requirements of Exhibit C in full force and effect throughout the term of this License.
8. **SERVICE OF ALCOHOL.** Notwithstanding AMC 10.40.030 prohibiting public consumption of alcoholic beverages, during the term of this License Restaurant is authorized serve alcoholic beverages on the Site under the following conditions:
- a. Maintain in force a comprehensive liability insurance policy including an endorsement for liquor liability at it's own expense and at all times during the duration of the license; *(Initial from Licensee)*
 - b. Serve alcoholic beverages only in conjunction with prepared meals.
9. **INSURANCE:** Licensee shall, at its sole cost and obligation, procure and maintain insurance in accordance with the requirements of Exhibit C in full force and effect throughout the term of this License. Licensee shall provide the City with copies of said insurance certificates and shall name the City of Ashland as an additional insured.

10. **INDEMNITY AND HOLD HARMLESS:** Licensee will defend, indemnify and hold City and/or Ashland Parks and Recreation Commission, their officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to this License or the activities that take place on licensed property. Licensee waives the right of subrogation regarding the insurance policy as described in the Insurance Section in this License. Licensee will not be held responsible for damages caused by negligence of City and/or the Ashland Parks and Recreation Commission.
 - a. The obligation to indemnify is expressly understood to survive termination of this License for any reason, and includes reasonable attorneys' fees, including attorneys' fees on appeal, and investigation costs and all other reasonable costs, expenses and liabilities incurred by City or its attorney from the first notice that any claim or demand is to be made or may be made.
11. **TERMINATION:** Notwithstanding any other provision herein, the City may terminate this license, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to reasonably be in the public interest. The City will provide Licensee seven (7) days prior written notice of a termination for public convenience.
 - a. Licensee's recourse to contest termination of the license by City is provided in AMC 2.30, Uniform Administrative Appeals Process.
 - b. Notwithstanding any other provision herein, City may order vacation of the Site or immediately remove the Licensee or any other person who may be occupying the Site area with or without a Court Order sanctioning such action.
 - c. Upon failure to vacate, City is expressly authorized to remove all Licensee's property from the Site at the Licensee's expense.
 - i. City will reasonably safeguard and maintain the property of the Licensee for at least 30 days and shall leave it reasonably available for Licensee to take possession. City may dispose of any property that remains unclaimed after 30 days. City may use reasonable discretion to immediately dispose of non-durable or solid waste, including but not limited to food and other putrescible waste.
12. **SURRENDER:** Upon the expiration of the original term or terms, as extended by the parties, Licensee shall surrender to the City the Site in as good or better condition and order as it was originally received, except for reasonable and typical wear and tear.
13. **DISPUTE RESOLUTION AND ATTORNEY FEES:** The preferred method of resolving disputes between the parties under this License shall be first by mediation. Mediation shall be conducted by a mediator chosen by mutual agreement of the parties; if there is no agreement, the mediator shall be appointed by an elected Jackson County Municipal Court Judge or Judge pro tem.
 - a. Except for costs associated with building a case, for attorney fees, and for expert witnesses, any mutually incurred cost of mediation services shall be shared equally between the two parties.
 - b. In any administrative appeal or litigation between the parties arising out of this License, the prevailing party shall recover its reasonable attorney's fees incurred at trial and upon appeal. "Attorney's fees" shall include the reasonable value of the services of in-house counsel.
14. **MISCELLANEOUS PROVISIONS.**
 - a. **Notice.** Any notice affecting the rights of the parties under this License shall be delivered in writing either in person or to the following parties by first class mail:

City:	Director, Michael A. Black
	Ashland Parks and Recreation Commission
	340 South Pioneer Street

Ashland, Oregon 97520
(Telephone 541-488-5340; FAX: 541-488-5314)

Copy to: Interim City Administrator, John Karns
City of Ashland
20 East Main Street
Ashland, Oregon 97520
(Telephone: 541-552-2100; Fax: 541-488-5311)

Licensee: Business Name:
Attn:
Address:
Phone Number:

- b. **Governing Law.** This License, and all matters relating to this License, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of this License or any decision or holding concerning this License arises. The parties to this License do not intend to confer on any third party any rights under this License.
- c. **Severability.** If any provision of this License is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this License shall remain in full force and effect.
- d. **Merger.** THIS LICENSE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR EXPRESS AND/OR IMPLIED STATEMENTS, NEGOTIATIONS AND/OR AGREEMENTS BETWEEN THE PARTIES, EITHER ORAL OR WRITTEN, AND MAY NOT BE AMENDED, CHANGED OR MODIFIED IN ANY WAY, EXCEPT BY WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO.

DATED this ____ day of _____, 2017

Please provide two originals.

Licensee:

**Licensor/ City of Ashland, Oregon:
Parks and Recreation Commission**

Name Printed:_____

Michael A. Black, Director
Ashland Parks and Recreation Commission

Date:_____

Date:_____

John Karns, Interim City Administrator

Approved as to form:

Dave Lohman, City Attorney

Exhibit A- License Area

A simple site plan must be submitted with the application.

Exhibit B
Proposal Documents

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE
SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT _____ WK PHONE _____

MESSAGE PHONE _____ EMAIL ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

WHAT IS THE BEST WAY TO CONTACT YOU? *(Circle one) email/phone

MAILING ADDRESS _____ CITY _____ STATE _____

ZIP CODE: _____

PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT
EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE
BOUNDARY OF THE SITE LOCATION.

ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?

(Circle One) YES NO

WILL ALCOHOLIC BEVERAGES BE SERVED? (Circle One) YES NO

IS THIS A SHARED SPACE APPLICATION? (Circle One) YES NO

IF YES, WITH WHOM? _____

*

This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as additional insureds
- Two copies of the signed Commercial Use Contract

Exhibit C Insurance Requirements

The Concessionaire, at its sole cost and expense, commencing on the effective date of this License, shall procure and maintain insurance acceptable to the City in full force and effect throughout the term of this License. It is agreed that any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Concessionaire. Concessionaire's Insurance shall be primary and non-contributory and have a cross-liability clause. During the term of this contract, Licensee shall maintain in full force, all the insurance coverage noted below with the City named as additionally insured:

1. **Comprehensive General Liability** insurance, with a general aggregate limit of not less than \$2,000,000 and \$2,000,000 per occurrence. Each policy shall contain a blanket contractual liability endorsement to cover the Licensee's indemnification and other obligations under this License as well as owners' and contractors' protective insurance, products and completed operations coverage, fire damage, personal and advertising injury coverage. It shall also include, if appropriate for the contract, coverage for Licensee's Site operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors.
2. **Comprehensive Automobile Liability** insurance, with a general aggregate limit of not less than \$2,000,000 and \$2,000,000 per occurrence, including coverage for owned, hired or non-owned vehicles.
3. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Licensee or its insurer(s) to the City.
4. **Certificates of insurance.** As evidence of the insurance coverage's required by this contract, the Licensee shall furnish acceptable insurance certificates to City at the time Licensee returns signed contracts. For general liability insurance and automobile liability insurance the certificate will provide that the City, Parks Commission, its officers, employees and agents are Additional Insureds. The certificate will include the 30-day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retention's, and/or self-insurance. **Certificates of Insurance shall be forwarded to: (Ashland Parks and Recreation 340 S. Pioneer St., Ashland OR 97520).**
5. **Workers Compensation** insurance in compliance with Oregon Statutes, [ORS 656.017] which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of Licensees with one or more employees, unless exempt under ORS 656.027.) Only if Licensee does not employ workers subject to ORS Chapter 656, Licensee shall sign the following affidavit:

EXEMPTION AFFIDAVIT

Licensee declares, under penalty of perjury and false swearing, that Licensee does not currently employ, and will not employ any individuals for work under this contract during the term this License is in force.

_____ Date: _____
Licensee

Exhibit D

*Ashland Parks and
Recreation Commission*



**COMMISSION
POLICY**

TITLE CALLE GUANAJUATO CONDITIONAL COMMERCIAL USE POLICY	PAGE 8 of 15	POLICY No. 101
EFFECTIVE DATE	REVISED DATE	N/A

APPROVED BY COMMISSIONER ACTION

December 19, 2016; Agenda Item: VI.(a.) Calle Guanajuato Amended Policy Approval

The Charter of the City of Ashland, **Article XIX – “Park Commission,”** gives the Ashland Parks and Recreation Commissioners the *“power to formulate and adopt rules and regulations for their government.”* This authority allows Commissioners to adopt rules and policies through a public process in order to provide organization, aide in decision making and to provide consistent regulation for park and facility uses in order to achieve the goals of the Ashland Parks and Recreation Commission (“APRC”) and protect people, the environment and assets and to ensure fair and equal use of parks by all users.

PURPOSE

The Calle Guanajuato is an asset of the APRC that provides, among other public benefits, space for restaurant seating and concessions adjacent to Ashland Creek and within proximity to local restaurants, Ashland Shakespeare Festival, Downtown Ashland and Lithia Park. Permitted commercial activity on the Calle Guanajuato shall be limited to the uses specifically designated in this policy.

Permits may only be issued for concessions by the Lithia Artisans Market and for adjacent

restaurants. Permitted sites on the Calle Guanajuato are restricted by the physical limitation of the space, and the potential that the demand for space may be greater than the space available. The APRC has created the Calle Guanajuato Commercial Use Policy (the “*Policy*”) to regulate the allocation of physical space to qualifying permittees, as described herein. Permits may be awarded on an annual basis as described herein.

CALLE GUANAJUATO SEATING POLICY OBJECTIVES

The purpose of the Policy is to assist the APRC in the pursuit of the following equally-important objectives:

- I. To provide a process for the review and approval of applications for concessionaires of the Lithia Artisans Market and restaurateurs of adjacent businesses;
- II. To ensure that adequate access is achieved through the Calle Guanajuato for pedestrians and emergency vehicles;
- III. To attempt to achieve cost recovery for APRC; and,
- IV. Maintain an appealing extension of Lithia Park into downtown

GENERAL PROVISIONS

Application Process

- I. Any Calle Restaurant desiring a designated site on the Calle Guanajuato must file annually a non-refundable application with APRC staff prior to the stated deadline.
- II. The application process and criteria for submittal shall be as follows:
 - a. Prior to the beginning of the application review process, each applicant seeking a designated site on the Calle must file an application with APRC staff. The application must be submitted prior to the 2nd Friday of January of each calendar year, stating the intent of the applicant to:
 - i. Seek a permit for the same designated site as the previous year; and/or,
 - ii. Seek a permit for a designated site location that differs from the applicant’s site for the previous year.
- III. The application material shall include the following:

- a. A clear identification of the requested designated site as delineated in the official boundary map;
- b. A simple site plan showing how restaurant equipment and/or concession stands will be organized within the boundary of the designated site;
- c. A statement detailing how each of the specific approval criteria of the Policy will be met; and,
- d. An application fee as adopted in the “Fees and Charges Schedule” of APRC.

IV. Application review requirements:

- a. Absent a timely-submitted application, APRC will not hold a previously permitted site and seniority shall be forfeited for that site.
- b. Notwithstanding the Cancellation section of this ordinance, no late applications will be accepted.
- c. Incomplete applications, or those that do not substantially meet the criteria, will be returned to the applicant without processing.
- d. Permit approvals for each season will be issued no later than February 28th of each year.
- e. The official boundary map of the Calle Guanajuato will delineate the designated site for all concession and restaurant space.
- f. A permit for a restaurant or concession shall be nontransferable between restaurateurs and shall be valid exclusively for one season in a single calendar year.
- g. No qualifying Calle Restaurant may hold or be issued more than one permit.

CONDITIONAL USE REVIEW CRITERIA

In considering applications, staff shall review the applicant’s compliance with applicable City ordinances and regulations as well as the following criteria:

- I. Restaurant proximity shall constitute a major determining factor for a designated site on the Calle Guanajuato. Applicants that meet the adjacency standard for a designated site shall have preference during review over those who do not.
- II. When two or more applicants make requests for the same site or overlapping designated sites, restaurant seniority, as defined in the definitions of this policy, shall take

precedence in determining which applicant receives priority consideration.

- III. Designated sites shall be used for their permitted use only (either restaurant or concession space). In the event that a site designated for restaurant use remains unused after permit issuance, the site may be made available to the Lithia Artisans Market.
- IV. The applicant must be in good standing with APRC and the City, with no active enforcement actions.
- V. The applicant must demonstrate through a simple site plan that they have the ability to carry out the requested operations without violating the public walkway or open space through the Calle Guanajuato.
- VI. **Accessory Regulations:**
 - a. **FIRE AND LIFE SAFETY.** Concessionaire shall comply with any and all fire and life safety guidelines, recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to the following:
 - i. Maintain all required fire and emergency access areas;
 - ii. Ensure that permitted restaurant equipment does not encroach upon or obstruct public walkways or open space areas while maintaining a clear eight (8) foot pathway for emergency vehicles as approved by the City of Ashland Fire Marshal;
 - iii. Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
 - iv. Have available and maintain such fire extinguishers as determined by the Fire Marshal;
 - v. Strict adherence to the APRC prohibition on smoking. Smoking is not permitted on the Calle Guanajuato under any circumstances; and
 - vi. No use of any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Ashland Fire Marshal. [For purposes of this License “Hazardous Substance” or “Hazardous Material” means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.]

PERMIT/CONTRACT AWARD PROCESS

- I. A permittee who meets all of the approval criteria for a conditional commercial use permit will be required to enter into a contract with APRC for the use of the permitted

site and will be required to provide the information required for the execution of the contract, as provided by APRC staff:

- II. Contract will be awarded by the Commissioners by the 28th of February each year.

RESTAURANT AND CONCESSION FEE SCHEDULE

- I. The Commissioners shall review and may adjust the seasonal square foot rental rate on the Calle prior to February 28th each year.
- II. Payment for approved permits must be made in full by the second Friday of May each season, unless otherwise stated by the Commissioners during fee schedule and operating season review.
 - a. If fees are not received as described above, the permit shall be revoked.

OPERATING SEASON

Due to various considerations, the season of operation for the Calle Guanajuato may vary from year to year. If the Commissioners do not approve a particular period of operation prior to February 28th, the default season of operation shall be from Memorial Day to Labor Day.

RESTAURANT CANCELLATION/REVOCATION.

- I. A permit issued for restaurant use may be canceled at the request of the restaurant owner. In such a case, if the season has not begun, the site permit fee will be refunded if already paid. If the season has already begun, the fee will be pro-rated for the time used.
- II. Should a restaurant abandon, or cancel, a permitted site, the site shall become available immediately, and a time frame for new applications will be delineated by APRC staff. The designated site shall then be awarded consistent with the criteria of the competitive process under Application Review contained in the Policy.
- III. APRC reserves the right to revoke any restaurant's permit for a designated site at any time if that individual restaurant does not conform to applicable law, including but not limited to the rules and regulations established by the Ashland Parks and Recreation Commission, the City of Ashland, Jackson County Health Department and the Oregon Liquor Control Commission.
 - a. If an application is revoked prior to the start of the season, permit fees shall be refunded.

SITE SHARING

- I. Restaurant applicants who receive a permit for a designated site have the ability to share their space with another restaurant that meets the criteria of this policy.
- II. A restaurateur who shares space may do so without forfeiting seniority.
- III. Site location sharing may take place at any point during the year; however, only one applicant may hold a permit for a particular designated site and that applicant shall be sole beneficiary of any seniority for the season.
- IV. Applicants must note on their applications if they are planning to share the site with another restaurateur.
 - a. Applicant or permittee shall not sub-lease a designated site without APRC staff approval.

DEFINITIONS

- I. **Adjacency:** is contiguous ground floor access onto the Calle Guanajuato from a Calle restaurant with direct access to the Calle Guanajuato.
- II. **Applicant:** a person or entity seeking license from APRC for a concession or restaurant permit.
- III. **Boundary Map:** is the most current map that delineates areas for both restaurant seating and concession operations.
- IV. **Business License:** a certificate issued by the city authorizing the holder to conduct specified business activity within the City of Ashland.
- V. **Calle Guanajuato:** the improved surface area directly behind the plaza businesses and adjacent to Ashland Creek being bounded by the flood wall on the west side, the back of the Calle businesses to the east, Winburn Way to the south and North Main Street to the north.
- VI. **Calle Restaurant:** a restaurant business operated all, or in part, out of a building abutting the Calle Guanajuato.
- VII. **Concession:** any licensed retail sales operation on the Calle Guanajuato conducting sales using a temporary table, stand, cart, or similar equipment.
- VIII. **Concessionaire:** a licensed retail operation on the Calle Guanajuato.
- IX. **Employee:** all persons, including proprietors, working on the premises of a Calle business.
- X. **Owner of Record:** the person, or entity, in which legal or equitable title rests for private properties directly adjacent to the Calle Guanajuato.
- XI. **Public Walkway:** the 8 foot meandering brick walkway through the Calle Guanajuato.
- XII. **Restaurant Equipment:** includes but is not limited to any materials, merchandise, tools, carts, tables, chairs, podiums, or other items owned by, in possession of or associated with a restaurant.
- XIII. **Restaurant:** a commercial establishment where food and beverages are prepared, served, and consumed primarily within a principal building which abuts the Calle Guanajuato.
- XIV. **Restaurateur:** a licensed restaurant operation on the Calle

Guanajuato.

- XV. **Season:** is the term of use for concession and restaurant operation at the Calle Guanajuato each year. Exact operating dates for each season will be approved annually during the review period of permits.
- XVI. **Restaurant Seniority:** shall be established for application review when a restaurateur has been granted a permit to a specific designated site for the calendar year immediately before the current calendar year. Seniority shall be forfeited when occupancy of the site has been abandoned by the applicant for any reason for at least one complete season or any part thereof.
- XVII. **Designated Site:** is the useable space or area on Calle Guanajuato which has been allocated for individual concession or restaurant use by the Ashland Parks and Recreation Commission.

Approved: _____ Date:
Mike Gardiner, APRC Chair

Approved, as to form: _____ Date:
Dave Lohman, City Attorney

ACTUAL REVENUE	ACTUAL EXPENSES	COST RECOVERY	TOTAL RENTED SQUARE FOOTAGE	PARKS FUND SUBSIDY	TOTAL SUBSIDY PER SF	COST PER SQUARE FOOT OF RENTAL SPACE	REVENUE PER SQUARE FOOT OF RENTAL SPACE
\$ 26,274.34	\$ 27,082.81	97%	4,111	\$ 808.47	\$ 0.20	\$ 6.59	\$ 6.39

REVENUES AND EXPENSES

REVENUES

2015/2016	Calle Guanajuato Revenues	REVENUES
	Restaurant & Artisan Leases	\$26,274.34
	<i>total</i>	<u>\$26,274.34</u>

EXPENSES

Operating Cost	EXPENSES
Maintenance & Custodial Supplies \$1,500	\$1,500
<i>sub-total</i>	<u>\$ 1,500.00</u>
Personnel Cost(includes benefits)	
Recreation	
Recreation Superintendent - 10%	\$ 13,594.74
General Parks Admin	\$2,500
Parks	
Calle Maintenance and Upkeep	\$ 9,488.07
<i>sub-total</i>	<u>\$ 25,582.81</u>
<i>total</i>	<u>\$ 26,274.34</u> <u>\$ 27,082.81</u>

Council Communication

February 7, 2017, Business Meeting

6th Quarterly Financial Report of the 2015-17 Biennium

FROM:

Beverly Adams, Interim Administrative Services/Finance Director, bev.adams@ashland.or.us.

SUMMARY:

The Administrative Services Department submits reports to Council on a quarterly basis to provide assurance of budget compliance and for informational and comparative purposes throughout the year.

BACKGROUND AND POLICY IMPLICATIONS:

The attached statements cover 18 months of financial activity for the period of July 1, 2015 through December 31, 2016 and equates to 75% of the way through the biennial budget.

Financial statements provide the Mayor and Council with current financial information. These reports allow both Council and staff the opportunity to recognize trends and make changes judiciously when necessary to protect the assets of the City.

COUNCIL GOALS SUPPORTED:

Provide high quality and effective delivery of the full spectrum of city service and governance in a transparent, accessible and fiscally responsible manner.

FISCAL IMPLICATIONS:

Cash (Pg. 1):

Citywide reserves of \$40.8 million at the end of December are a 12% increase over cash balances for the same period last year. The largest increase to cash continues to be the water and wastewater utility funds, followed by the general fund.

Revenues (Pg.2):

Total citywide revenue collections are 74.9% of budget appropriations - an expected and acceptable return for the time period.

Total tax revenues shown on this report (84.2%) are trending higher due to the current property tax collections which have been collected at 94% of budget appropriations. With final tax payments due in May 2017, the City will most likely collect 100% of current tax projections this fiscal year.

Intergovernmental revenues which appear very low for the period (28%) are due to large grant appropriations for projects which have not yet occurred. Charges for service fees have increased with additional ambulance transport and membership activity, parking fines and parking lot fees. System development revenues remain over budget projections due to the increase in building activity.



Expenses (Pg.3-25):

Expenses are primarily within budget projections for the time period. Most variances that appear unusual in relation to the budget period (75%) are reasonable and expected due to timing of various projects or debt payments. However, there are a few unexpected and unplanned expenditures that have occurred this fiscal year and will be brought to the Council for a supplemental budget in March.

(Note: Pages 3–6 provide a useful “at a glance” expenditure compliance report, with pages 7–25 showing both revenue and expenditures by Fund)

Overall, the financial position of the City is stable as reflected in these reports.

STAFF RECOMMENDATION AND REQUESTED ACTION:

That Council review and accept the 6th quarter financial report.

SUGGESTED MOTION:

I move to accept the sixth quarter financial report as presented.

ATTACHMENTS:

Citywide financial statements:

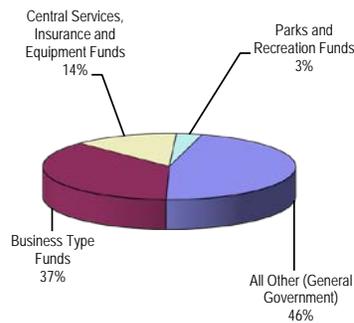
1. Summary of Cash and Investments
2. Statement of Revenues and Expenditures
3. Schedule of Budgetary Compliance
4. Statement of Resources, Requirements and Changes in Fund Balance



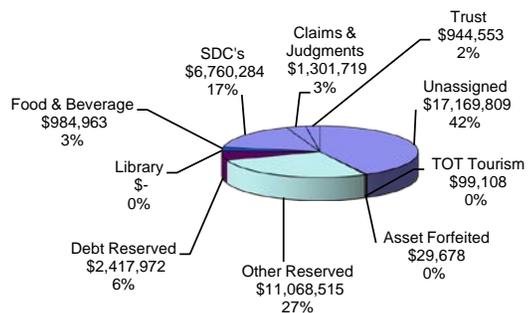
City of Ashland Summary of Cash and Investments December 31, 2016

Fund	Balance December 31, 2016	Balance December 31, 2015	Change From FY 2016
General Fund	\$ 8,487,823	\$ 7,418,915	\$ 1,068,908
Community Block Grant Fund	20,408	22,898	(2,490)
Reserve Fund	172,502	527,392	(354,890)
Street Fund	5,483,769	4,908,363	575,406
Airport Fund	142,908	136,554	6,354
Capital Improvements Fund	2,576,784	2,165,757	411,027
Debt Service Fund	1,020,039	832,688	187,351
Water Fund	6,819,541	5,305,311	1,514,230
Wastewater Fund	7,152,617	5,656,997	1,495,620
Electric Fund	978,201	1,111,652	(133,451)
Telecommunications Fund	165,939	124,855	41,084
Central Services Fund	811,060	1,332,569	(521,509)
Insurance Services Fund	1,047,130	1,201,146	(154,016)
Health Benefits Fund	432,314	399,918	32,396
Equipment Fund	3,186,419	3,080,945	105,474
Cemetery Trust Fund	949,329	931,804	17,525
	<u>\$ 39,446,783</u>	<u>\$ 35,157,764</u>	<u>\$ 4,289,019</u>
Parks & Recreation Agency Fund	<u>1,329,818</u>	<u>1,963,117</u>	<u>(633,299)</u>
	1,329,818	1,963,117	(633,299)
Total Cash Distribution	<u>\$ 40,776,601</u>	<u>\$ 37,120,881</u>	<u>\$ 3,655,720</u>
<u>Manner of Investment</u>			
General Banking Accounts	\$ 668,480	\$ 364,357	\$ 304,123
Local Government Inv. Pool	39,108,120	35,756,524	3,351,596
City Investments	<u>1,000,000</u>	<u>1,000,000</u>	<u>-</u>
Total Cash and Investments	<u>\$ 40,776,601</u>	<u>\$ 37,120,881</u>	<u>\$ 3,655,720</u>

Dollar Distribution



Cash Balance Distribution



City of Ashland
Statement of Revenues and Expenditures - City Wide
As of 12/31/2016 (75% of biennium)

Resource Summary	Biennial		Percent Collected	Balance	Biennial	
	To Date Actuals (18 Months)	Budget 2015-2017			Biennium to Date	End of Biennium
Revenues						
Taxes	\$ 38,153,005	\$ 45,305,576	84.2%	\$ (7,152,571)	\$ 34,865,361	\$ 42,178,084
Licenses and Permits	1,644,998	1,910,425	86.1%	(265,427)	1,359,071	1,872,797
Intergovernmental Revenues	3,845,330	13,630,139	28.2%	(9,784,809)	4,296,474	6,078,233
Charges for Services - Rate & Internal	82,908,352	109,705,598	75.6%	(26,797,246)	73,820,764	97,941,318
Charges for Services - Misc. Service fees	3,067,344	2,980,052	102.9%	87,292	2,189,308	2,922,427
System Development Charges	990,339	592,416	167.2%	397,923	897,208	1,134,394
Fines and Forfeitures	315,759	410,000	77.0%	(94,241)	268,433	362,187
Assessment Payments	55,065	520,000	10.6%	(464,935)	117,800	126,991
Interest on Investments	393,384	369,358	106.5%	24,026	270,114	356,651
Miscellaneous Revenues	864,491	1,207,278	71.6%	(342,787)	2,531,684	3,141,882
Total Revenues	132,238,067	176,630,842	74.9%	(44,392,775)	120,616,217	156,114,964
Budgetary Resources:						
Other Financing Sources	1,465,879	26,935,724	5.4%	(25,469,845)	1,654,000	1,838,589
Interfund Loans	690,544	2,571,200	26.9%	(1,880,656)	1,684,795	1,684,795
Transfers In	1,347,270	2,456,240	54.9%	(1,108,970)	1,395,196	1,897,442
Total Budgetary Resources	3,503,693	31,963,164	11.0%	(28,459,471)	4,733,991	5,420,826
Total Resources	135,741,760	208,594,006	65.1%	(72,852,246)	125,350,208	161,535,790
Requirements by Classification						
Personal Services	44,543,142	61,354,098	72.6%	16,810,956	41,740,071	55,146,073
Materials and Services	65,132,065	92,717,547	70.2%	27,585,482	60,957,140	80,154,005
Debt Service	6,473,105	10,632,044	60.9%	4,158,939	6,804,403	9,220,534
Total Operating Expenditures	116,148,312	164,703,689	70.5%	48,555,377	109,501,614	144,520,612
Capital Construction						
Capital Outlay	8,706,635	53,219,031	16.4%	44,512,396	12,157,196	14,464,960
Interfund Loans	690,544	2,571,200	26.9%	1,880,656	1,684,795	1,684,795
Transfers Out	1,347,270	2,456,240	54.9%	1,108,970	1,395,196	1,897,442
Contingencies (Original Budget \$3,085,000)	-	3,063,570	0.0%	3,063,570	-	-
Total Budgetary Requirements	2,037,814	8,091,010	25.2%	6,053,196	3,079,991	3,582,237
Total Requirements	126,892,761	226,013,730	56.1%	99,120,969	124,738,801	162,567,809
Excess (Deficiency) of Resources over Requirements	8,848,999	(17,419,724)	150.8%	26,268,723	611,407	(1,032,019)
Working Capital Carryover	32,934,606	30,632,011	107.5%	2,302,595	33,966,626	33,966,626
Unappropriated Ending Fund Balance	\$ 41,783,605	\$ 13,212,287	316.2%	\$ 28,571,318	\$ 34,578,033	\$ 32,934,606

City of Ashland
Schedule of Budgetary Compliance Per Resolution 2015-19
Amended for Resolutions 2015-27, 2015-30, 2016-15, 2016-16 and 2016-22
As of 12/31/2016 (75% of biennium)

	Biennial to date actuals (18 Months)	Biennial Budget 2015-2017	Percent Used	Balance
General Fund				
Administration	\$ 330,737	\$ 645,639	51.2%	\$ 314,902
Administration - Library	56,587	56,587	100.0%	-
Administration - Tourism	63,741	315,901	20.2%	252,160
Administration - Municipal Court	718,210	1,056,830	68.0%	338,620
Administrative Services - Social Services Grants	264,392	267,933	98.7%	3,541
Administrative Services - Economic & Cultural Grants	1,221,376	1,695,033	72.1%	473,657
Administrative Services - Miscellaneous	84,806	269,000	31.5%	184,194
Administrative Services - Band	102,539	130,550	78.5%	28,011
Administrative Services - Parks	7,120,000	9,560,000	74.5%	2,440,000
Police Department	10,055,775	13,637,535	73.7%	3,581,760
Fire and Rescue Department	11,533,084	16,241,069	71.0%	4,707,985
Public Works - Cemetery Division	570,859	755,365	75.6%	184,506
Community Development - Planning Division	2,011,891	2,886,423	69.7%	874,532
Community Development - Building Division	1,035,748	1,459,230	71.0%	423,482
Interfund Loan	-	66,000	0.0%	66,000
Transfers	97,010	518,570	18.7%	421,560
Contingency	-	675,570	0.0%	675,570
Total General Fund	35,266,755	50,237,235	70.2%	14,970,480
Community Development Block Grant Fund				
Personal Services	45,771	65,420	70.0%	19,649
Materials and Services	139,694	374,378	37.3%	234,684
Total Community Development Grant Fund	185,465	439,798	42.2%	254,333
Reserve Fund				
Interfund Loan	365,544	850,000	43.0%	484,456
Total Reserve Fund	365,544	850,000	43.0%	484,456
Street Fund				
Public Works - Ground Maintenance	366,854	494,400	74.2%	127,546
Public Works - Street Operations	4,065,040	12,991,770	31.3%	8,926,730
Public Works - Street Operations Debt	238,427	246,710	96.6%	8,283
Public Works - Storm Water Operations	886,828	1,312,700	67.6%	425,872
Public Works - Storm Water Operations Debt	24,075	25,300	95.2%	1,225
Public Works - Transportation SDC's	1,438	2,956,854	0.05%	2,955,416
Contingency	-	99,000	0.0%	99,000
Total Street Fund	5,582,661	18,126,734	30.8%	12,544,073
Airport Fund				
Materials and Services	75,285	460,943	16.3%	385,658
Capital Outlay	42,988	40,000	107.5%	(2,988)
Debt Service	57,804	77,072	75.0%	19,268
Contingency	-	13,000	0.0%	13,000
Total Airport Fund	176,076	591,015	29.8%	414,939

Schedule of Budgetary Compliance Per Resolution 2015-19
Amended for Resolutions 2015-27, 2015-30, 2016-15, 2016-16 and 2016-22
As of 12/31/2016 (75% of biennium)

	Biennial to date actuals (18 Months)	Biennial Budget 2015-2017	Percent Used	Balance
Capital Improvements Fund				
Public Works - Facilities	1,461,440	2,820,650	51.8%	1,359,210
Administrative Services - SDC (Parks)	358,529	607,340	59.0%	248,811
Administrative Services - Open Space (Parks)	1,486,271	3,099,842	47.9%	1,613,571
Transfers	215,419	277,370	77.7%	61,951
Contingency	-	200,000	0.0%	200,000
Total Capital Improvements Fund	3,521,660	7,005,202	50.3%	3,483,542
Debt Service Fund				
Materials and Services	-	-	N/A	-
Debt Service	3,102,984	4,270,200	72.7%	1,167,216
Total Debt Service Fund	3,102,984	4,270,200	72.7%	1,167,216
Water Fund				
Public Works - Conservation	382,295	696,025	54.9%	313,730
Public Works - Water Supply	2,152,509	2,557,935	84.2%	405,426
Public Works - Water Supply Debt	18,435	18,971	97.2%	536
Public Works - Water Distribution	4,309,411	9,595,707	44.9%	5,286,296
Public Works - Water Distribution Debt	478,981	502,133	95.4%	23,152
Public Works - Water Treatment	1,714,221	13,941,884	12.3%	12,227,663
Public Works - Water Treatment Debt	243,896	281,543	86.6%	37,647
Public Works - Improvement SDC's	168,032	3,170,335	5.3%	3,002,304
Public Works - Debt SDC's	345,182	361,658	95.4%	16,476
Transfer	375,000	500,000	75.0%	125,000
Contingency	-	170,000	0.0%	170,000
Total Water Fund	10,187,961	33,213,203	30.7%	23,025,242
Wastewater Fund				
Public Works - Wastewater Collection	3,028,493	5,349,514	56.6%	2,321,021
Public Works - Wastewater Collection Debt	128,441	147,457	87.1%	19,016
Public Works - Wastewater Treatment	3,713,313	10,183,710	36.5%	6,470,397
Public Works - Wastewater Treatment Debt	1,789,673	3,237,300	55.3%	1,447,627
Public Works - Reimbursements SDC's	13,039	15,000	86.9%	1,961
Contingency	-	192,000	0.0%	192,000
Total Wastewater Fund	8,672,960	22,801,625	38.0%	14,128,665
Electric Fund				
Administration - Conservation	1,049,358	1,420,030	73.9%	370,672
Electric - Supply	10,171,496	13,751,887	74.0%	3,580,391
Electric - Distribution	9,636,889	14,041,211	68.6%	4,404,322
Electric - Transmission	1,336,182	2,225,945	60.0%	889,763
Debt Service	46,007	46,688	98.5%	681
Contingency	-	279,000	0.0%	279,000
Total Electric Fund	22,239,932	31,764,761	70.0%	9,524,829

Schedule of Budgetary Compliance Per Resolution 2015-19
Amended for Resolutions 2015-27, 2015-30, 2016-15, 2016-16 and 2016-22
As of 12/31/2016 (75% of biennium)

	Biennial to date actuals (18 Months)	Biennial Budget 2015-2017	Percent Used	Balance
Telecommunications Fund				
IT - Personal Services	954,488	1,343,230	71.1%	388,742
IT - Materials & Services	1,301,824	2,028,504	64.2%	726,680
IT - Capital Outlay	215,144	250,000	86.1%	34,856
Debt - To Debt Service Fund **	609,000	818,000	74.4%	209,000
Contingency	-	250,000	0.0%	250,000
Total - Telecommunications Fund	3,080,457	4,689,734	65.7%	1,609,277
<i>** Note: In M & S appropriation</i>				
Central Services Fund				
Administration Department	2,682,964	3,314,520	80.9%	631,556
Information Technology - Info Services Division	1,977,634	2,907,638	68.0%	930,004
Administrative Services Department	3,529,210	4,867,097	72.5%	1,337,887
City Recorder	748,103	912,590	82.0%	164,487
Public Works - Administration and Engineering	2,467,074	3,621,822	68.1%	1,154,748
Contingency	-	125,000	0.0%	125,000
Total Central Services Fund	11,404,985	15,748,667	72.4%	4,343,682
Insurance Services Fund				
Personal Services	150,082	204,960	73.2%	54,878
Materials and Services	1,365,747	1,814,790	75.3%	449,043
Transfers	569,500	1,069,500	53.2%	500,000
Contingency	-	390,000	0.0%	390,000
Total Insurance Services Fund	2,085,329	3,479,250	59.9%	1,393,921
Health Benefits Fund				
Materials and Services	7,452,043	9,580,000	77.8%	2,127,957
Interfund Loan	325,000	650,000	50.0%	325,000
Contingency	-	500,000	0.0%	500,000
Total Health Benefits Fund	7,777,043	10,730,000	72.5%	2,952,957
Equipment Fund				
Public Works - Maintenance	2,039,626	2,961,860	68.9%	922,234
Public Works - Purchasing and Acquisition	1,014,253	1,330,500	76.2%	316,247
Interfund Loan	-	965,200	0.0%	965,200
Contingency	-	70,000	0.0%	70,000
Total Equipment Fund	3,053,879	5,327,560	57.3%	2,273,681
Cemetery Trust Fund				
Transfers	10,341	10,800	95.8%	459
Total Cemetery Trust Fund	10,341	10,800	95.8%	459

Schedule of Budgetary Compliance Per Resolution 2015-19
Amended for Resolutions 2015-27, 2015-30, 2016-15, 2016-16 and 2016-22
As of 12/31/2016 (75% of biennium)

	Biennial to date actuals (18 Months)	Biennial Budget 2015-2017	Percent Used	Balance
Parks and Recreation Fund				
Parks Division	6,124,619	8,127,847	75.4%	2,003,228
Recreation Division	2,143,049	2,828,630	75.8%	685,581
Golf Division	823,791	1,104,650	74.6%	280,859
Transfers	80,000	80,000	100.0%	-
Contingency	-	100,000	0.0%	100,000
Total Parks and Recreation Fund	<u>9,171,459</u>	<u>12,241,127</u>	74.9%	<u>3,069,668</u>
Parks Capital Improvement Fund				
Personal Services	112,947	189,930	59.5%	76,983
Materials and Services	43,039	85,052	50.6%	42,013
Capital Outlay	521,072	3,732,837	14.0%	3,211,765
Total Parks Capital Improvement Fund	<u>677,058</u>	<u>4,007,819</u>	16.9%	<u>3,330,761</u>
Parks Equipment Fund				
Capital Outlay	330,210	439,000	75.2%	108,790
Interfund Loan	-	40,000	0.0%	40,000
Total Parks Equipment Fund	<u>330,210</u>	<u>479,000</u>	68.9%	<u>148,790</u>
Total Appropriations	<u><u>\$ 126,892,761</u></u>	<u><u>\$ 226,013,730</u></u>	56.1%	<u><u>\$ 99,120,969</u></u>

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
110 General Fund						
Taxes	\$ 33,218,474	\$ 38,746,990	85.7%	\$ (5,528,516)	\$ 30,548,354	\$ 35,933,208
Licenses and Permits	1,644,998	1,910,425	86.1%	(265,427)	1,359,071	1,872,797
Intergovernmental	1,293,885	1,913,953	67.6%	(620,068)	991,601	1,373,375
Charges for Services	2,549,985	3,331,350	76.5%	(781,366)	2,398,634	3,148,841
Fines	315,759	410,000	77.0%	(94,241)	268,433	362,187
Interest on Investments	46,015	60,000	76.7%	(13,985)	34,941	47,932
Miscellaneous	183,974	79,600	231.1%	104,374	119,319	157,037
Interfund Loan (Equipment Fund)	-	126,200	0.0%	(126,200)	-	-
Transfer in (Water Fund)	375,000	500,000	75.0%	(125,000)	100,000	100,000
Transfer in (Cemetery Fund)	10,341	10,800	95.8%	(459)	6,893	9,139
Total Revenues and Other Sources	39,638,430	47,089,318	84.2%	(7,450,888)	35,827,246	43,004,516
Administration	330,737	645,639	51.2%	314,902	206,246	357,888
Administration - Library	56,587	56,587	100.0%	-	487,988	487,988
Administration - Tourism	63,741	315,901	20.2%	252,160	18,643	47,467
Administration - Municipal Court	718,210	1,056,830	68.0%	338,620	751,379	964,592
Administrative Services - Social Services Grants	264,392	267,933	98.7%	3,541	254,073	254,205
Administrative Services - Economic & Cultural Grants	1,221,376	1,695,033	72.1%	473,657	1,089,642	1,304,744
Administrative Services - Miscellaneous	84,806	269,000	31.5%	184,194	132,910	185,715
Administrative Services - Band	102,539	130,550	78.5%	28,011	95,859	114,017
Administrative Services - Parks	7,120,000	9,560,000	74.5%	2,440,000	6,886,044	8,856,000
Police Department	10,055,775	13,637,535	73.7%	3,581,760	9,353,510	12,316,387
Fire and Rescue Department	11,533,084	16,241,069	71.0%	4,707,985	10,102,213	13,149,854
Public Works - Cemetery Division	570,860	755,365	75.6%	184,505	481,921	663,518
Community Development - Planning Division	2,011,891	2,886,423	69.7%	874,532	1,877,366	2,547,191
Community Development - Building Division	1,035,748	1,459,230	71.0%	423,483	994,153	1,327,542
Interfund Loan	-	66,000	0.0%	66,000	-	-
Transfers Out (Debt Service & Cemetery)	97,010	518,570	18.7%	421,560	192,824	192,824
Contingency	-	675,570	0.0%	675,570	-	-
Total Expenditures and Other Uses	35,266,756	50,237,235	70.2%	14,970,479	32,924,771	42,769,932
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	4,371,674	(3,147,917)	238.9%	7,519,591	2,902,475	234,584
Fund Balance, Jul 1, 2015	3,620,263	3,400,277	106.5%	219,986	3,385,679	3,385,679
Fund Balance, Dec 31, 2016	<u>\$ 7,991,937</u>	<u>\$ 252,360</u>	<u>3166.9%</u>	<u>\$ 7,739,577</u>	<u>\$ 6,288,154</u>	<u>\$ 3,620,263</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	824,156					
Unassigned Fund Balance	<u>\$ 7,167,781</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
250 Community Development Block Fund						
Intergovernmental	\$ 171,214	\$ 439,798	38.9%	\$ (268,584)	\$ 262,662	\$ 335,060
Total Revenues and Other Sources	171,214	439,798	38.9%	(268,584)	262,662	335,060
Personal Services	45,771	65,420	70.0%	19,649	52,346	67,560
Materials and Services	139,694	374,378	37.3%	234,684	229,047	267,504
Total Expenditures and Other Uses	185,465	439,798	42.2%	254,333	281,393	335,064
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(14,251)	-	N/A	(14,251)	(18,731)	(4)
Fund Balance, Jul 1, 2015	33,797	1	3379700.0%	33,796	33,801	33,801
Fund Balance, Dec 31, 2016	\$ 19,546	\$ 1	1954607.0%	\$ 19,545	\$ 15,070	\$ 33,797
Reconciliation of Fund Balance:						
Restricted and Committed Funds	19,546					
Unassigned Fund Balance	\$ -					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
255 Reserve Fund						
Interest on Investments	\$ 16,768	\$ 34,000	49.3%	\$ (17,232)	\$ 11,392	\$ 16,699
Interfund Loan	325,000	650,000	50.0%	(325,000)	250,000	250,000
Transfers In	-	-	N/A	-	-	-
Total Revenues and Other Sources	<u>341,768</u>	<u>684,000</u>	50.0%	<u>(17,232)</u>	<u>261,392</u>	<u>266,699</u>
Interfund Loan (Health Benefits Fund)	365,544	850,000	43.0%	484,456	900,000	900,000
Transfer out	-	-	N/A	-	190,000	190,000
Total Expenditures and Other Uses	<u>365,544</u>	<u>850,000</u>	43.0%	<u>484,456</u>	<u>1,090,000</u>	<u>1,090,000</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(23,776)	(166,000)	85.7%	142,224	(828,608)	(823,301)
Fund Balance, Jul 1, 2015	<u>196,279</u>	<u>204,580</u>	95.9%	<u>(8,301)</u>	<u>1,019,580</u>	<u>1,019,580</u>
Fund Balance, Dec 31, 2016	<u>\$ 172,503</u>	<u>\$ 38,580</u>	447.1%	<u>\$ 133,923</u>	<u>\$ 190,972</u>	<u>\$ 196,279</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	<u>172,503</u>					
Unassigned Fund Balance	<u>\$ -</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
260 Street Fund						
Taxes	\$ 87,451	\$ 96,700	90.4%	\$ (9,249)	\$ 71,897	\$ 115,161
Intergovernmental	1,942,982	7,422,136	26.2%	(5,479,154)	1,751,709	2,347,988
Charges for Services - Rates	3,224,453	4,219,700	76.4%	(995,247)	2,977,197	4,038,568
Charges for Services - Misc. Service Fees	38,966	-	N/A	38,966	44,512	57,612
System Development Charges	277,961	133,000	209.0%	144,961	193,416	245,552
Assessments	55,065	120,000	45.9%	(64,935)	117,800	126,991
Interest on Investments	58,249	48,000	121.4%	10,249	35,838	48,418
Miscellaneous	159,246	100,000	159.2%	59,246	356,422	356,423
Other Financing Sources	-	3,306,854	0.0%	(3,306,854)	-	-
Total Revenues and Other Sources	5,844,373	15,446,390	37.8%	(9,602,017)	5,548,791	7,336,713
Public Works - Ground Maintenance	366,854	494,400	74.2%	127,546	-	393,835
Public Works - Street Operations	4,188,993	12,991,770	32.2%	8,802,777	3,699,342	4,642,473
Public Works - Street Operations Debt	114,473	246,710	46.4%	132,237	228,342	237,823
Public Works - Storm Water Operations	886,828	1,312,700	67.6%	425,872	833,703	1,079,458
Public Works - Storm Water Operations Debt	24,075	25,300	95.2%	1,225	24,892	26,317
Public Works - Transportation SDC's	1,438	2,956,854	0.0%	2,955,416	36,424	91,028
Public Works - Storm Water SDC's	-	-	N/A	-	4,513	4,670
Public Works - Local Improvement Districts	-	-	N/A	-	-	-
Contingency	-	99,000	0.0%	99,000	-	-
Total Expenditures and Other Uses	5,582,660	18,126,734	30.8%	12,544,074	4,827,216	6,475,604
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	261,713	(2,680,344)	109.8%	2,942,057	721,575	861,109
Fund Balance, Jul 1, 2015	5,278,231	4,702,624	112.2%	575,607	4,417,122	4,417,122
Fund Balance, Dec 31, 2016	\$ 5,539,944	\$ 2,022,280	273.9%	\$ 3,517,664	\$ 5,138,697	\$ 5,278,231
Reconciliation of Fund Balance:						
Restricted and Committed Funds	5,539,944					
Unassigned Fund Balance	\$ 0					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
280						
Airport Fund						
Charges for Services - Rates	\$ 194,767	\$ 276,000	70.6%	\$ (81,233)	\$ 197,539	\$ 274,192
Interest on Investments	1,452	500	290.4%	952	716	953
Other Financing Sources	-	270,000	0.0%	(270,000)	-	-
Interfund Loan	-	-	N/A	-	-	-
Total Revenues and Other Sources	<u>196,219</u>	<u>546,500</u>	35.9%	<u>(350,281)</u>	<u>198,255</u>	<u>275,145</u>
Materials and Services	75,285	460,943	16.3%	385,658	102,805	133,293
Capital Outlay	42,988	40,000	107.5%	(2,988)	44,962	44,962
Debt Service	57,804	77,072	75.0%	19,268	57,804	77,072
Interfund Loan	-	-	N/A	-	19,000	19,000
Contingency	-	13,000	0.0%	13,000	-	-
Total Expenditures and Other Uses	<u>176,076</u>	<u>591,015</u>	29.8%	<u>414,939</u>	<u>224,571</u>	<u>274,327</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	20,143	(44,515)	145.2%	64,658	(26,315)	818
Fund Balance, Jul 1, 2015	<u>117,514</u>	<u>114,751</u>	102.4%	<u>2,763</u>	<u>116,696</u>	<u>116,696</u>
Fund Balance, Dec 31, 2016	<u>\$ 137,657</u>	<u>\$ 70,236</u>	196.0%	<u>\$ 67,421</u>	<u>\$ 90,381</u>	<u>\$ 117,514</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	<u>137,657</u>					
Unassigned Fund Balance	<u>\$ -</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
410 Capital Improvements Fund						
Taxes	\$ 746,904	\$ 1,093,400	68.3%	\$ (346,496)	\$ 636,063	\$ 993,068
Intergovernmental	2,732	-	N/A	2,732	-	520,240
Charges for Services - Internal	1,419,255	2,205,600	64.3%	(786,345)	1,392,940	1,857,254
Charges for Services - Misc. Service Fees	6,000	-	N/A	6,000	95,556	127,416
System Development Charges	90,166	129,416	69.7%	(39,250)	80,873	97,839
Interest on Investments	28,113	22,600	124.4%	5,513	16,510	21,667
Miscellaneous	4,438	22,100	20.1%	(17,662)	44,782	47,712
Other Financing Sources	870,000	3,050,045	28.5%	(2,180,045)	-	-
Transfer In (Insurance Fund)	100,000	100,000	100.0%	-	-	-
Total Revenues and Other Sources	3,267,608	6,623,161	49.3%	(3,355,553)	2,266,724	3,665,195
Public Works - Facilities	1,461,440	2,820,650	51.8%	1,359,210	1,381,066	2,109,209
Administrative Services - SDC (Parks)	358,529	607,340	59.0%	248,811	-	-
Administrative Services - Open Space (Parks)	1,486,271	3,099,842	47.9%	1,613,571	726,917	816,727
Transfers Out (Debt Service Fund)	215,419	277,370	77.7%	61,951	83,479	83,479
Interfund Loan (Equipment Fund)	-	-	N/A	-	1,000	1,000
Contingency	-	200,000	0.0%	200,000	-	-
Total Expenditures and Other Uses	3,521,659	7,005,202	50.3%	3,283,543	2,192,462	3,010,415
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(254,051)	(382,041)	33.5%	127,990	74,262	654,780
Fund Balance, Jul 1, 2015	2,749,486	1,918,994	143.3%	830,492	2,094,706	2,094,706
Fund Balance, Dec 31, 2016	<u>\$ 2,495,435</u>	<u>\$ 1,536,953</u>	<u>162.4%</u>	<u>\$ 958,482</u>	<u>\$ 2,168,968</u>	<u>\$ 2,749,486</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	2,495,435					
Unassigned Fund Balance	<u>\$ (0)</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
530 Debt Services						
Taxes	\$ 965,352	\$ 955,426	101.0%	\$ 9,926	\$ 966,528	\$ 1,019,824
Charges for Services - Internal	1,726,950	2,308,600	74.8%	(581,650)	1,726,950	2,308,600
Charges for Services - Misc. Service Fees	275,797	149,036	185.1%	126,761	112,918	132,076
Assessments	-	400,000	0.0%	(400,000)	-	-
Interest on Investments	6,344	20,000	31.7%	(13,656)	5,983	8,161
Miscellaneous	-	58,604	0.0%	(58,604)	6	6
Transfer In (General Fund & CIP)	311,429	473,940	65.7%	(162,511)	275,303	275,303
Other Financing Sources	-	-	N/A	-	-	-
Total Revenues and Other Sources	3,285,872	4,365,606	75.3%	(1,079,734)	3,087,688	3,743,970
Materials and Services	800	-	N/A	-	6,294	6,294
Debt Service	3,102,184	4,270,200	72.6%	1,168,016	3,129,826	3,661,939
Interfund Loan (Central Service Fund)	-	-	N/A	-	364,795	364,795
Total Expenditures and Other Uses	3,102,984	4,270,200	72.7%	1,168,016	3,500,915	4,033,028
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	182,888	95,406	191.7%	87,482	(413,227)	(289,058)
Fund Balance, Jul 1, 2015	861,560	753,948	114.3%	107,612	1,150,618	1,150,618
Fund Balance, Dec 31, 2016	<u>\$ 1,044,448</u>	<u>\$ 849,354</u>	123.0%	<u>\$ 195,094</u>	<u>\$ 737,391</u>	<u>\$ 861,560</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	1,044,448					
Unassigned Fund Balance	<u>\$ -</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
670 Water Fund						
Taxes	\$ 10	\$ -	N/A	\$ 10	\$ 66	\$ 80
Intergovernmental	14,897	14,000	106.4%	897	96,747	160,220
Charges for Services - Rates	11,255,901	13,954,600	80.7%	(2,698,699)	9,393,214	11,913,085
Charges for Services - Misc. Service Fees	160,252	-	N/A	160,252	130,262	164,472
System Development Charges	456,292	200,000	228.1%	256,292	474,515	597,443
Interest on Investments	61,161	40,800	149.9%	20,361	45,385	56,607
Miscellaneous	27,287	24,000	113.7%	3,287	18,089	34,573
Other Financing Sources	542,455	14,990,125	3.6%	(14,447,670)	1,654,000	1,724,546
Total Revenues and Other Sources	12,518,255	29,223,525	42.8%	(16,705,270)	11,812,278	14,651,026
Public Works - Conservation	382,295	696,025	54.9%	313,730	309,488	442,021
Fire - Forest Lands	-	-	N/A	-	714,706	889,478
Public Works - Water Supply	2,152,509	2,557,935	84.2%	405,426	4,301,024	4,819,863
Public Works - Water Supply Debt	18,435	18,971	97.2%	536	44,087	44,787
Public Works - Water Distribution	4,309,411	9,595,707	44.9%	5,286,296	4,116,349	2,289,201
Public Works - Water Distribution Debt	478,981	502,133	95.4%	23,152	635,635	467,434
Public Works - Water Treatment	1,714,221	13,941,884	12.3%	12,227,663	1,774,169	5,364,675
Public Works - Water Treatment Debt	243,896	281,543	86.6%	37,647	428,359	662,801
Public Works - Improvement SDC's	349,008	3,170,335	11.0%	2,821,327	382,241	507,905
Public Works - Debt SDC's	132,282	361,658	36.6%	229,376	238,071	241,845
Debt Service	31,923	1,417,012	2.3%	1,385,089	-	-
Interfund Loan	-	-	N/A	-	150,000	150,000
Transfers (General Fund)	375,000	500,000	75.0%	125,000	-	-
Contingency	-	170,000	0.0%	170,000	-	-
Total Expenditures and Other Uses	10,187,961	33,213,203	30.7%	23,025,242	13,094,129	15,880,009
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	2,330,294	(3,989,678)	158.4%	6,319,972	(1,281,851)	(1,228,983)
Fund Balance, Jul 1, 2015	5,208,593	6,061,702	85.9%	(853,109)	6,437,575	6,437,575
Fund Balance, Dec 31, 2016	<u>\$ 7,538,887</u>	<u>\$ 2,072,024</u>	363.8%	<u>\$ 5,466,863</u>	<u>\$ 5,155,724</u>	<u>\$ 5,208,593</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	<u>4,498,182</u>					
Unassigned Fund Balance	<u>\$ 3,040,705</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
675 Wastewater Fund						
Taxes	\$ 2,998,198	\$ 4,264,260	70.3%	\$ (1,266,062)	\$ 2,544,248	\$ 3,972,266
Charges for Services - Rates	7,884,871	10,787,000	73.1%	(2,902,129)	6,488,339	8,796,565
Charges for Services - Misc. Service Fees	26,500	-	N/A	26,500	26,500	26,500
System Development Charges	165,919	130,000	127.6%	35,919	148,404	193,560
Interest on Investments	64,465	30,000	214.9%	34,465	31,393	42,965
Miscellaneous	1,619	-	N/A	1,619	6,037	6,037
Other Financing Sources	53,424	5,318,700	1.0%	(5,265,276)	-	114,043
Total Revenues and Other Sources	<u>11,194,997</u>	<u>20,529,960</u>	54.5%	<u>(9,334,963)</u>	<u>9,244,921</u>	<u>13,151,936</u>
Public Works - Wastewater Collection	3,028,493	5,349,514	56.6%	2,321,021	2,867,589	3,854,489
Public Works - Wastewater Collection Debt	128,441	147,457	87.1%	19,016	131,358	151,071
Public Works - Wastewater Treatment	3,713,313	10,183,710	36.5%	6,470,397	3,752,746	4,980,940
Public Works - Wastewater Treatment Debt	1,789,673	3,237,300	55.3%	1,447,627	1,833,655	3,253,029
Public Works - Reimbursements SDC's	13,039	15,000	86.9%	1,961	13,530	20,331
Public Works - Improvements SDC's	-	3,676,644	0.0%	3,676,644	81,258	87,507
Debt Service	-	-	N/A	-	-	-
Contingency	-	192,000	0.0%	192,000	-	-
Total Expenditures and Other Uses	<u>8,672,959</u>	<u>22,801,625</u>	38.0%	<u>14,128,666</u>	<u>8,680,136</u>	<u>12,347,367</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	2,522,038	(2,271,665)	211.0%	4,793,703	564,785	804,569
Fund Balance, Jul 1, 2015	5,095,343	4,464,697	114.1%	630,646	4,290,774	4,290,774
Fund Balance, Dec 31, 2016	<u>\$ 7,617,381</u>	<u>\$ 2,193,032</u>	347.3%	<u>\$ 5,424,349</u>	<u>\$ 4,855,559</u>	<u>\$ 5,095,343</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	<u>2,738,978</u>					
Unassigned Fund Balance	<u>\$ 4,878,403</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
690 Electric Fund						
Intergovernmental	\$ 419,621	\$ 323,000	129.9%	\$ 96,621	\$ 287,112	\$ 335,700
Charges for Services - Rates	21,390,181	29,539,358	72.4%	(8,149,177)	20,347,659	27,210,985
Charges for Services - Misc. Service Fees	407,683	453,686	89.9%	(46,003)	205,626	278,280
Interest on Investments	14,365	14,715	97.6%	(350)	11,933	15,714
Miscellaneous	150,646	322,974	46.6%	(172,328)	241,774	288,885
Total Revenues and Other Sources	22,382,496	30,653,733	73.0%	(8,271,237)	21,094,104	28,129,564
Administration - Conservation	1,049,358	1,420,030	73.9%	370,672	968,029	1,387,220
Electric - Supply	10,171,496	13,751,887	74.0%	3,580,391	9,567,221	12,831,515
Electric - Distribution	9,636,889	14,041,211	68.6%	4,404,322	9,366,008	12,558,899
Electric - Transmission	1,336,182	2,225,945	60.0%	889,763	1,406,674	1,876,536
Debt Service	46,007	46,688	98.5%	681	46,821	47,771
Contingency	-	279,000	0.0%	279,000	-	-
Total Expenditures and Other Uses	22,239,932	31,764,761	70.0%	9,524,829	21,354,753	28,701,941
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	142,564	(1,111,028)	112.8%	1,253,592	(260,649)	(572,377)
Fund Balance, Jul 1, 2015	1,755,163	1,479,265	118.7%	275,898	2,327,540	2,327,540
Fund Balance, Dec 31, 2016	<u>\$ 1,897,727</u>	<u>\$ 368,237</u>	515.4%	<u>\$ 1,529,490</u>	<u>\$ 2,066,891</u>	<u>\$ 1,755,163</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	-					
Unassigned Fund Balance	<u>\$ 1,897,727</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
691 Telecommunications Fund						
Charges for Services - Rates	\$ 3,050,261	\$ 4,363,565	69.9%	\$ (1,313,304)	\$ 2,907,975	\$ 3,889,563
Interest on Investments	2,593	1,943	133.5%	650	1,893	2,257
Miscellaneous	696	-	N/A	696	4,750	4,750
Interfund Loan	165,544	400,000	41.4%	(234,456)	-	-
Total Revenues and Other Sources	<u>3,219,094</u>	<u>4,765,508</u>	67.5%	<u>(1,546,414)</u>	<u>2,914,618</u>	<u>3,896,570</u>
Personal Services	954,488	1,343,230	71.1%	388,742	988,979	1,299,335
Materials & Services	1,301,824	2,028,504	64.2%	726,680	1,324,081	1,764,465
Capital Outlay	215,144	250,000	86.1%	34,856	133,296	297,337
Debt - Transfer to Debt Service Fund	609,000	818,000	74.4%	209,000	609,000	818,000
Contingency	-	250,000	0.0%	250,000	-	-
Total Expenditures and Other Uses	<u>3,080,457</u>	<u>4,689,734</u>	65.7%	<u>1,609,277</u>	<u>3,055,356</u>	<u>4,179,137</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	138,637	75,774	183.0%	62,863	(140,738)	(282,567)
Fund Balance, Jul 1, 2015	<u>305,058</u>	<u>251,528</u>	121.3%	<u>53,530</u>	<u>587,625</u>	<u>587,625</u>
Fund Balance, Dec 31, 2016	<u>\$ 443,695</u>	<u>\$ 327,302</u>	135.6%	<u>\$ 116,393</u>	<u>\$ 446,887</u>	<u>\$ 305,058</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	<u>209,000</u>					
Unassigned Fund Balance	<u>\$ 234,695</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
710 Central Service Fund						
Taxes	\$ 136,615	\$ 148,800	91.8%	\$ (12,185)	\$ 98,205	\$ 144,476
Intergovernmental	-	-	N/A	-	-	-
Charges for Services - Internal	9,651,031	13,068,435	73.8%	(3,417,404)	9,002,231	12,037,871
Charges for Services - Misc. Service Fees	526,806	572,330	92.0%	(45,524)	284,274	365,186
Interest on Investments	12,864	10,000	128.6%	2,864	18,175	21,344
Miscellaneous	198,808	250,000	79.5%	(51,192)	162,877	219,539
Interfund Loan (Equipment Fund)	-	400,000	0.0%	400,000	364,795	364,795
Transfer in (Insurance Fund)	417,000	417,000	100.0%	-	90,000	90,000
Total Revenues and Other Sources	10,943,125	14,866,565	73.6%	(3,123,440)	10,020,557	13,243,212
Administration Department	2,682,964	3,314,520	80.9%	631,556	2,096,521	2,797,218
Information Technology - Info Services Division	1,977,634	2,907,638	68.0%	930,004	1,761,374	2,396,771
Administrative Services Department	3,529,210	4,867,097	72.5%	1,337,887	2,917,142	3,866,706
City Recorder Division	748,103	912,590	82.0%	164,487	640,979	868,755
Public Works - Administration and Engineering	2,467,074	3,621,822	68.1%	1,154,748	2,429,115	3,266,434
Interfund Loan	-	-	N/A	-	-	-
Contingency	-	125,000	0.0%	125,000	-	-
Total Expenditures and Other Uses	11,404,985	15,748,667	72.4%	4,343,682	9,845,131	13,195,884
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(461,860)	(882,102)	47.6%	420,242	175,426	47,327
Fund Balance, Jul 1, 2015	900,608	898,651	100.2%	1,957	853,281	853,281
Fund Balance, Dec 31, 2016	<u>\$ 438,748</u>	<u>\$ 16,549</u>	2651.2%	<u>\$ 422,199</u>	<u>\$ 1,028,707</u>	<u>\$ 900,608</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	305,000					
Unassigned Fund Balance	<u>\$ 133,748</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
720 Insurance Service Fund						
Charges for Services - Internal	\$ 1,118,057	\$ 1,560,000	71.7%	\$ (441,943)	\$ 1,128,436	\$ 1,480,865
Interest on Investments	12,708	13,000	97.8%	(293)	10,884	16,485
Miscellaneous	44,434	80,000	55.5%	(35,566)	1,158,694	1,574,390
Total Revenues and Other Sources	<u>1,175,198</u>	<u>1,653,000</u>	71.1%	<u>(477,802)</u>	<u>2,298,014</u>	<u>3,071,740</u>
Personal Services	150,082	204,960	73.2%	54,878	133,600	179,228
Materials and Services	1,365,747	1,814,790	75.3%	449,043	1,168,705	1,475,087
Transfer Out (Multiple 4 funds)	569,500	1,069,500	53.2%	500,000	-	500,000
Contingency	-	390,000	0.0%	390,000	-	-
Total Expenditures and Other Uses	<u>2,085,329</u>	<u>3,479,250</u>	59.9%	<u>1,393,921</u>	<u>1,302,305</u>	<u>2,154,315</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(910,130)	(1,826,250)	50.2%	916,120	995,709	917,425
Fund Balance, Jul 1, 2015	1,766,283	1,962,888	90.0%	(196,605)	848,858	848,858
Fund Balance, Dec 31, 2016	<u>\$ 856,153</u>	<u>\$ 136,638</u>	626.6%	<u>\$ 719,515</u>	<u>\$ 1,844,567</u>	<u>\$ 1,766,283</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	856,153					
Unassigned Fund Balance	<u>\$ (0)</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
725 Health Benefits Fund						
Charges for Services - Internal	\$ 7,419,196	\$ 9,730,000	76.3%	\$ (2,310,804)	\$ 6,119,132	\$ 8,158,032
Interest on Investments	6,150	10,000	61.5%	(3,850)	2,695	3,614
Miscellaneous	12,886	-	N/A	12,886	211,795	211,795
Interfund Loan (Reserve Fund)	200,000	450,000	44.4%	(250,000)	900,000	900,000
Transfer In (Insurance Fund)	-	500,000	0.0%	(500,000)	-	500,000
Total Revenues and Other Sources	<u>7,638,232</u>	<u>10,690,000</u>	71.5%	<u>(3,051,768)</u>	<u>7,233,622</u>	<u>9,773,441</u>
Materials and Services	7,452,043	9,580,000	77.8%	2,127,957	6,793,773	9,049,715
Interfund Loan	325,000	650,000	50.0%	325,000	250,000	250,000
Contingency	-	500,000	0.0%	500,000	-	-
Total Expenditures and Other Uses	<u>7,777,043</u>	<u>10,730,000</u>	72.5%	<u>2,952,957</u>	<u>7,043,773</u>	<u>9,299,715</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(138,811)	(40,000)	347.0%	(98,811)	189,849	473,726
Fund Balance, Jul 1, 2015	473,726	73,370	645.7%	400,356	-	-
Fund Balance, Dec 31, 2016	<u>\$ 334,915</u>	<u>\$ 33,370</u>	1003.6%	<u>\$ 301,545</u>	<u>\$ 189,849</u>	<u>\$ 473,726</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	334,915					
Unassigned Fund Balance	<u>\$ (0)</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
730 Equipment Fund						
Charges for Services - Internal	\$ 2,931,495	\$ 4,538,460	64.6%	\$ (1,606,965)	\$ 2,706,591	\$ 3,606,929
Charges for Services - Misc. Service Fees	240,420	-	N/A	240,420	30,801	44,919
Interest on Investments	34,527	35,000	98.6%	(473)	25,072	31,805
Miscellaneous	44,732	170,000	26.3%	(125,268)	148,973	170,026
Interfund Loan (Airport & Water Fund)	-	106,000	0.0%	(106,000)	170,000	170,000
Total Revenues and Other Sources	<u>3,251,175</u>	<u>4,849,460</u>	67.0%	<u>(1,598,285)</u>	<u>3,081,437</u>	<u>4,023,679</u>
Public Works - Maintenance	2,039,628	2,961,860	68.9%	922,232	1,608,497	2,084,345
Public Works - Purchasing and Acquisition	1,014,253	1,330,500	76.2%	316,247	2,301,813	2,359,891
Interfund Loan	-	965,200	0.0%	965,200	-	-
Contingency	-	70,000	0.0%	70,000	-	-
Total Expenditures and Other Uses	<u>3,053,881</u>	<u>5,327,560</u>	57.3%	<u>2,273,679</u>	<u>3,910,310</u>	<u>4,444,236</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	197,293	(478,100)	141.3%	675,393	(828,873)	(420,557)
Fund Balance, Jul 1, 2015	<u>2,937,106</u>	<u>2,446,794</u>	120.0%	<u>490,312</u>	<u>3,357,663</u>	<u>3,357,663</u>
Fund Balance, Dec 31, 2016	<u>\$ 3,134,399</u>	<u>\$ 1,968,694</u>	159.2%	<u>\$ 1,165,705</u>	<u>\$ 2,528,790</u>	<u>\$ 2,937,106</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	<u>3,134,399</u>					
Unassigned Fund Balance	<u>\$ -</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
810 Cemetery Fund						
Charges for Services - Rates	\$ 26,042	\$ 50,000	52.1%	\$ (23,958)	\$ 37,407	\$ 47,767
Interest on Investments	10,341	10,800	95.8%	(459)	6,893	9,139
Miscellaneous	-	-	N/A	-	-	(145)
Transfer In (General Fund)	1,000	1,000	100.0%	-	1,000	1,000
Total Revenues and Other Sources	<u>37,383</u>	<u>61,800</u>	60.5%	<u>(24,417)</u>	<u>45,300</u>	<u>57,761</u>
Transfers	10,341	10,800	95.8%	459	6,893	9,139
Total Expenditures and Other Uses	<u>10,341</u>	<u>10,800</u>	95.8%	<u>459</u>	<u>6,893</u>	<u>9,139</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	27,042	51,000	53.0%	(23,958)	38,407	48,622
Fund Balance, Jul 1, 2015	922,666	923,046	100.0%	(380)	874,044	874,044
Fund Balance, Dec 31, 2016	<u>\$ 949,708</u>	<u>\$ 974,046</u>	97.5%	<u>\$ (24,338)</u>	<u>\$ 912,451</u>	<u>\$ 922,666</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	949,708					
Unassigned Fund Balance	<u>\$ -</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
211 Parks and Recreation Fund						
Intergovernmental	\$ -	\$ -	N/A	\$ -	\$ 6,050	\$ 10,589
Charges for Services - Internal	7,120,000	9,560,000	74.5%	(2,440,000)	6,886,044	8,856,000
Charges for Services - Misc. Service Fees	1,384,921	1,805,000	76.7%	(420,079)	1,258,859	1,725,966
Interest on Investments	4,690	14,000	33.5%	(9,310)	7,594	9,535
Miscellaneous	19,169	100,000	19.2%	(80,831)	39,794	47,413
Transfers In (General & Insurance Fund)	52,500	373,500	14.1%	(321,000)	-	-
Total Revenues and Other Sources	8,581,281	11,852,500	72.4%	(3,271,219)	8,198,341	10,649,503
Parks Division	6,124,619	8,127,847	75.4%	2,003,228	5,733,183	7,473,109
Recreation Division	2,143,049	2,828,630	75.8%	685,581	1,853,035	2,507,775
Golf Division	823,791	1,104,650	74.6%	280,859	807,269	1,026,426
Other Financing Uses - Transfers	80,000	80,000	100.0%	-	922,000	922,000
Contingency	-	100,000	0.0%	100,000	-	-
Total Expenditures and Other Uses	9,171,459	12,241,127	74.9%	3,069,668	9,315,487	11,929,310
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(590,178)	(388,627)	-51.9%	(201,551)	(1,117,146)	(1,279,807)
Fund Balance, Jul 1, 2015	503,628	392,641	128.3%	110,987	1,783,435	1,783,435
Fund Balance, Dec 31, 2016	<u>\$ (86,550)</u>	<u>\$ 4,014</u>	-2156.2%	<u>\$ (90,564)</u>	<u>\$ 666,289</u>	<u>\$ 503,628</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	-	-				
Unassigned Fund Balance	<u>\$ (86,550)</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
411 Parks Capital Improvement Fund						
Charges for Services	\$ 13,137	\$ 212,930	6.2%	\$ (199,793)	\$ 110,476	\$ 316,201
Charges for Services - Internal	1,477,771	-	N/A	-	-	-
Intergovernmental	-	3,517,252	0.0%	(3,517,252)	900,594	995,061
Interest on Investments	11,579	4,000	289.5%	7,579	2,817	3,356
Miscellaneous	16,555	-	N/A	-	18,372	23,441
Transfer In (Park Fund)	-	-	N/A	-	922,000	922,000
Total Revenues and Other Sources	<u>1,519,042</u>	<u>3,734,182</u>	40.7%	<u>(3,709,466)</u>	<u>1,954,259</u>	<u>2,260,059</u>
Personal Services	112,947	189,930	59.5%	76,983	-	-
Materials and Services	43,039	85,052	50.6%	42,013	-	1,331
Capital Outlay	521,072	3,732,837	14.0%	3,211,765	2,089,205	2,437,058
Total Expenditures and Other Uses	<u>677,058</u>	<u>4,007,819</u>	16.9%	<u>3,330,761</u>	<u>2,089,205</u>	<u>2,438,389</u>
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	841,983	(273,637)	407.7%	1,115,620	(134,946)	(178,330)
Fund Balance, Jul 1, 2015	209,302	582,254	35.9%	(372,952)	387,632	387,632
Fund Balance, Dec 31, 2016	<u>\$ 1,051,285</u>	<u>\$ 308,617</u>	340.6%	<u>\$ 742,668</u>	<u>\$ 252,686</u>	<u>\$ 209,302</u>
Reconciliation of Fund Balance:						
Restricted and Committed Funds	1,051,285					
Unassigned Fund Balance	<u>\$ 0</u>					

City of Ashland
Statement of Resources, Requirements, and Changes in Fund Balance
December 31, 2016

	Biennial		Percent Collected Expended	Biennial 2013-2015		
	To Date Actuals (18 Months)	Budget 2015-2017		Balance	Biennium to Date	End of Biennium
731 Parks Equipment Fund						
Charges for Services - Internal	\$ 455,000	\$ -	N/A	\$ 455,000	\$ -	\$ -
Interest on Investments	1,000	-	N/A	1,000	-	-
Miscellaneous	-	-	N/A	-	-	-
Interfund Loan	-	439,000	0.0%	-	-	-
Transfer In (Park Fund)	80,000	80,000	100.0%	-	-	-
Total Revenues and Other Sources	535,999	519,000	103.3%	455,999	-	-
Capital Outlay	330,210	439,000	75.2%	108,790	-	-
Interfund Loan	-	40,000	0.0%	-	-	-
Total Expenditures and Other Uses	330,210	439,000	75.2%	108,790	-	-
Excess(Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	205,789	80,000	257.2%	125,789	-	-
Fund Balance, Jul 1, 2015	-	-	0.0%	-	-	-
Fund Balance, Dec 31, 2016	\$ 205,789	\$ 80,000	257.2%	\$ 125,789	\$ -	\$ -
Reconciliation of Fund Balance:						
Restricted and Committed Funds	205,789					
Unassigned Fund Balance	\$ -					