

CITY COUNCIL POLICIES AND PROCEDURES MANUAL

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CITY COUNCIL POLICY MANUAL

Contents

AD HOC/CITIZEN ADVISORY COMMITTEES 4

AIRPORT - LONG-TERM LEASING OF CORPORATE HANGAR SPACE 9

AIRPORT - RULES AND REGULATIONS 15

ANNEXATION - OPPOSING THE PERMANENT OR TEMPORARY RESTRICTION ON
CITY ANNEXATION AUTHORITY 44

ANNEXATION POLICY 45

AUDIENCE PARTICIPATION AT CITY COUNCIL MEETINGS 51

CITY COUNTY INSURANCE SERVICES TRUST MEMBERSHIP 52

CITY MANAGER AUTHORITY - INDEMNITY PROVISIONS OF
INTERGOVERNMENTAL AGREEMENTS 53

CITY MANAGER AUTHORITY – NON-UNION PERSONNEL MATTERS 54

CITY MANAGER AUTHORITY – URBAN RENEWAL 58

CITY MANAGER’S ANNUAL PERFORMANCE EVALUATION PROCESS 64

DEFERRED COMPENSATION PLAN FOR CITY EMPLOYEES 77

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM & UPDATES THERETO .. 89

DOWNTOWN – MAIN STREET ASSOCIATION AND PROGRAM 116

..... 116

DOWNTOWN – NON-SMOKING RESIDENTIAL UNITS 118

DOWNTOWN VERTICAL HOUSING DEVELOPMENT ZONE 119

ETHICS LAWS 120

EXECUTIVE SESSION – NEWS MEDIA ATTENDANCE POLICY 121

FACILITIES REPLACEMENT FUND 126

FAIR HOUSING 127

FIRE DEPARTMENT DEPLOYMENT PLAN – STANDARD OF COVERAGE FOR
EMERGENCY RESPONSE 128

FIRE - DOUGLAS COUNTY MUTUAL AID AGREEMENT 129

FRANCHISE FEES – DISTRIBUTION FORMULA 134

FUNDING/BUDGETARY COMMITMENTS 135

GASB 54 – FUND BALANCE REPORTING 141

HIGHWAY 138 POLICY 143

HISTORIC PROPERTIES – SECOND 15-YEAR SPECIAL ASSESSMENT OPTION	146
IDENTITY THEFT PREVENTION POLICY	148
INTERFUND LOANS	156
INVESTMENT POLICY	158
MASTER PLANS and MAJOR IMPACT STUDIES	169
NATIONAL INCIDENT MANAGEMENT SYSTEMS (NIMS)	172
OUTDOOR MARKETS – MULTIPLE VENDORS	174
PARKS – MEMORIAL AND NAMING POLICY	176
PARKS - RULES AND REGULATIONS	180
PARKS – SIGNAGE/BANNERS AT YOUTH SPORTS FIELDS	186
PARLIMENTARY PROCEDURES - ROBERT’S RULES OF ORDER	188
PRIVATE PROPERTY RIGHTS PROTECTED	190
PROPERTY TAX EXEMPTION – LOW INCOME HOUSING	191
PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)	194
PUBLIC RECORDS/INFORMATION REQUEST POLICY	195
RECREATIONAL IMMUNITY	202
RIGHT-OF-WAY/EASEMENT RELATED ISSUES	204
SISTER CITY – ARANDA DE DUERO, SPAIN	205
SISTER CITY – SHOBU SAITAMA, JAPAN	206
SUSTAINABILITY PLAN	207
TRAPPING OF CERTAIN WILDLIFE (TURKEYS)	213
URBAN GROWTH BOUNDARY POLICY	214
URBAN RENEWAL AGENCY – COOPERATION AGREEMENT	219
VERTICAL HOUSING DEVELOPMENT ZONE	223
WORKERS’ COMPENSATION SELF INSURANCE PLAN	224

AD HOC/CITIZEN ADVISORY COMMITTEES

Background: At a special meeting on February 17, 2009, the Council took an in-depth look at the use of Ad Hoc and Citizen Advisory Committees and developed informal guidelines to be followed when using such committees, which included the following:

1. Each committee will report to a City Commission and their meetings shall be subject to the Open Public Meetings Law. This means that all meetings must be open to the public and notice of the meetings must be sent to the news media and anyone who has filed a written request for such notification. The notice should also be sent to the City Manager, Mayor, Council and Department Heads, and posted on the bulletin board on the second floor entry way to City Hall and on the City's website.
2. The meeting location must be ADA accessible and written minutes or a sound, video or digital recording must be taken at all meetings. The minutes must include who was present, the substance of matters discussed and any "conclusions reached".
3. The Department Head assigned to work with the committee will be responsible for advising Council of the formation of the committee, its purpose, which City Commission it will report to, the identity of the committee members and the date and time which the committee will meet. After all work of the committee has been completed, the Department Head will report to Council regarding the Committee's accomplishments and any recommendations for Council action.

The following is a list of committees in place at the time the policy was developed and a brief description of their functions:

Transportation SDC/Funding Committee: This committee was formed to do a more in depth study of Roseburg's Transportation SDCs to see how they compared with other communities along the I-5 corridor to ensure the fees were not excessive; develop a simplified way to calculate SDCs; review possible changes in the methodologies; examine the idea of possible exemptions from the charges; and explore alternative funding sources for the improvements needed to our local transportation system.

Public Works Director Nikki Messenger was the primary staff person who worked with this committee. The committee was chaired by Council President Coen and reported to the Public Works Commission. City Manager Swanson and Community Developer Director Fred Alley also attended most of these meetings. The consultants involved were Kittelson & Associates and Don Garner & Associates. The group typically met in the 3rd floor conference room at City Hall. Minutes were taken of all meetings and the appropriate public notice was given on all meetings. The original committee members were: Alex Palm (ie Engineering), Fred Dayton (Public Works Commission), Gary Crowe (FCC Furniture), John Kennedy (Umpqua Valley Homebuilders Assoc.) and John McDonald (ODOT). Bill Woods (developer) was included and sent all information but did not attend any of the early meetings. Georgia Stiles (Rifle Range Corp.) attended the first meeting then resigned from the committee.

After the transportation SDCs were discussed at a Council meeting on May 12, 2008, the following members were added to the committee: Bruce Anderson (developer), Bud Smith (developer/attorney), Dianna Woodward (realtor), Liz Conroy-Yockim (Homebuilders Assoc. representative), Mary Gilbert (realtor) and Russ Noah (contractor). Bill Woods attended some of the later meetings after the Council level discussion was held. Stephen Dickinson requested and received copies of all information sent out to the committee members and attended at least one of the meetings.

The committee met with the Public Works Commission at 11:30 a.m. in the third floor conference room at City Hall on Thursday, March 19, 2009. The committee will continue reporting to the Public Works Commission and any recommendations that are formulated by the committee will first be presented to the Public Works Commission and then forwarded to Council.

Waterfront Development Plan Committee: This committee was formed to study potential development of Roseburg's downtown riverfront area, working with professional consultants to produce a development plan that can be included in the City's Comprehensive Plan. The area involved the South Umpqua corridor – north and south from the Oak and Washington Avenue bridges. The plan was intended to identify area boundaries, develop a vision for the area and prioritize improvement projects and elements of the plan with cost estimates for such improvements.

Community Development Director Fred Alley staffed the Waterfront Development Plan Committee. Public Works Director Nikki Messenger also attended most of these meetings. Walker/Macy from Portland served as the professional consultant for the project. Meeting notices were posted on the City's webpage, listed in the Department's monthly newsletter and provided to the news media. Minutes were not taken in the beginning, but meeting notes were placed in the project files and minutes were to be taken in the future.

The committee had three "levels" – or groups, as follows:

Group #1 was the "*Project Management Group*" that oversaw the project to keep it within budget and on time, etc. Members are: Community Development Director Fred Alley, Public Works Director Nikki Messenger, Mike Hansen (Chamber), Gary Leif (downtown business/property owner) Dave Gilbert (waterfront business/property owner), Kernin Steinhauer (Tribe) and Dave Leonard (community technical/at large representative);

Group #2 was the "*RFP Review/Consultant Interview Group*" that reviewed the proposals received, interviewed consultants and made a recommendation on contract award. Members of this group were: Community Development Director Fred Alley, Mike Hanson (Chamber), Karen Volk (downtown business/property owner), Ken Deatherage (waterfront business/property owner), Kernin Steinhauer (Tribe), Dave

Leonard (engineer), Mike Baker/Lisa Cortes (ODOT), Lance Colley (School District), John Amoroso (EDC Commission), Leila Heislein (Parks Commission), Mychal Fox (Planning Commission) and Jim Kent (Public Works Commission); and

Group #3 was the “*Plan Development Group*” that helped develop the plan and were primarily responsible for obtaining citizen input on the proposed plan. Members were: Community Development Director Fred Alley, Public Works Director Nikki Messenger, Mychal Fox (Planning Commission), Mike Baker/Lisa Cortes (ODOT) and Ward 1 Councilors – Verna Ward & Ken Averett.

Mill-Pine Historic District Neighborhood Plan Committee: This plan was intended to provide a summary of current conditions, identify issues and constraints and provide applicable standards and guidelines in keeping with a vision to protect the historic integrity of the District. A press release dated September 9, 2008 invited people to serve on the committee to assist Staff and consultants develop the plan. The project manager is Marion Thompson, Senior Planner of the Community Development Department. Meeting notices are posted on the City’s webpage, listed in the Department’s monthly newsletter and provided to the news media. Minutes were not taken initially, but meeting notes were placed in the project files and minutes were to be taken in the future.

There were three “groups” involved with this committee as well:

The “*RFP Review/Consultant Interview Group*” was formed consisting of Community Development Director Fred Alley, Public Works Director Nikki Messenger, Senior Planner Marion Thompson, Janet Beeby (HRRC), Stephen Dickinson (Mill-Pine Neighborhood Assoc.) and Steve Feldkamp (Umpqua Dairy).

Members of the “*Plan Development Group*” were: Tim Wilson (Rose Elementary); Steve Feldkamp (Umpqua Dairy); Debbie Hadwen & Melanie Morrow (Mill-Pine Neighborhood Assoc.); Allie Cyr (EDC Commission); Knut Torvik (Planning Commission); Jack Earl (Historic Resource Review Commission); Richard Weckerle (downtown business/property owner); and Betty Tamm (Umpqua CDC).

The “*Project Management Group*” was appointed to provide technical assistance; team members were Community Development Director Fred Alley; Aaron Yuma (Douglas County Building Official); Police Chief Mark Nickel; Lisa Cortes (ODOT) and Ryan Herinckx (Public Works staff).

West Avenue Redevelopment Plan Committee: The primary function of this committee was to study potential redevelopment of the West Avenue area, working with the consultant to produce a neighborhood plan designed to reduce, eliminate and prevent the spread of deteriorating conditions within the neighborhood and to stimulate growth and reinvestment in the area. The plan was intended to provide guidelines for

future growth and development, promote goals with respect to appropriate land uses, private investment and public improvements.

Community Development Director Fred Alley was the Department Head responsible for working with this committee and Senior Planner Marion Thompson was considered the project coordinator. Johnson-Gardner served as the professional consultant for the project, with Cameron McCarthy & Scheibe and The Benkendorf Associates Group as sub-contractors.

This committee consisted of two “teams”:

Members of the “*Plan Development Team*” included: Alex Palm (ie Engineering); Iris Butler (Premier Mortgage); Greg Johnson (G Stiles Realty); Jeff Wikstrom (Overhead Door Co.); Ryan Beckley (developer); Charlotte Hardin (Charlotte’s Property Management); Fred Sabins (Center Pointe Property); Ron Hughes (Planning Commission); Fred Dayton (Public Works Commission) Michael Widmer (EDC Commission) and Joyce Bartkus (area resident).

The “*Project Management Team*” included Community Development Director Fred Alley & Senior Planner Marion Thompson; Dick Hutton from the Public Works Department and Mike Baker as Ward IV Council representative.

Meeting notices were posted on the City’s webpage, listed in the Department’s monthly newsletter and provided to the news media. Minutes were not taken initially, but meeting notes were been placed in the project files and minutes are to be taken in the future.

Bicycle/Pedestrian Path Plan Committee: This committee worked with professional consultant, Parametrix, to develop a comprehensive City-wide bicycle/pedestrian path. The committee assisted in identifying existing assets, determining how best to maintain and build upon those assets while exploring new bicycle and pedestrian facilities. The final plan was to become a component of the City’s Transportation System Plan (TSP); provide a road map for future improvements to the City’s bicycle/pedestrian facilities and an estimated cost for such improvements.

Meeting notices were posted on the City’s webpage, listed in the Department’s monthly newsletter and provided to the news media. Minutes were not taken in the beginning, but meeting notes have been placed in the project files and minutes are to be taken in the future. Members of the committee represent a broad section of community members from avid cyclists and walkers to those simply interested and committed to improving the bicycle/pedestrian facilities in Roseburg.

This committee also consisted of two “teams”, which were made up of the following members:

The “*Plan Development Team*” included: Megan Conroy (Planning Commission); Stuart Liebowitz (Public Works Commission); Stephen Dickinson (neighborhood history and cyclists); Paul Van Dyk (recreational cyclers and walkers); Gayle Rosellini (neighborhood history and walkers); Susan Uravich (walkers and safety); Barbel Vahlenkamp (bike friendly community and walkers); Jeff Jackson (walkers and schools); Joe Powell (professionals and walkers); Scott Rammage (general cycling and business); and Dave Fricke (Americans with Disabilities and transportation).

The “*Project Management Team*” was made up of Community Development Director Fred Alley and Community Planner Dick Dolgonas; Public Works Director Nikki Messenger; Parks Program Manager Barbara Taylor; Police Chief Mark Nickel; Savannah Crawford (ODOT); Vic Falgout (Umpqua Transit); John Boyd (Douglas County Planning) and Lance Colley (Roseburg School District).

Potential Need for Future “Ad Hoc Committee”: It was determined at the time that there may be a need to set up an ad hoc committee to work with City staff and certain City Commissions to develop a “Charter Oaks Master Plan” in follow-up to the Urban Growth Boundary expansion. The committee would likely to be made up of mostly Charter Oaks property owners, with a member of the Economic Development Commission, Parks Commission and Public Works Commission appointed to serve on the committee as well. The formation, function and make-up of this committee would be based on new guidelines established through the City’s review of this process.

City Manager Ad-Hoc Committees: The Open Public Meetings Law does not prohibit the City Manager from forming an ad hoc committee to assist him with a particular task or project that he has the authority to act upon. In that scenario, the members would report strictly to the City Manager and meetings of the committee would not be subject to the Open Public Meetings Law.

AIRPORT - LONG-TERM LEASING OF CORPORATE HANGAR SPACE

Background: The Airport Commission recommended, and the City Council adopted the first Policy for Long-Term Leasing of Corporate Hangar Space ("Policy") via Resolution No. 2002-16 on September 23, 2002. The Policy was amended on November 14, 2005 via Resolution No. 2005-22 to require renewal term inspections to be done by an independent professionally licensed engineer, architect or building contractor. The Policy was amended again by Resolution No. 2006-11 adopted on April 24, 2006 to phase in rate increases over a five-year period with an annual CPI adjustment (with a cap of 3%) thereafter. On August 25, 2008, the Council adopted Resolution No. 2008-16 amending the Policy to address non-aviation use of corporate hangar space and designating two parking spaces for north-end corporate hangs with direct street access. Unfortunately, many of the corporate hangar owners felt this change would diminish the value of their leases and appealed to Council to rescind the Policy and allow them time to present an alternative policy regarding non-aviation commercial use of corporate hangar space. The Council consented to this request on October 3, 2008 by adopting Resolution No. 2008-21, rescinding Resolution No. 2008-16 and giving the corporate tenants 90 days to present an alternative policy regarding non-aviation use of the subject hangars. After waiting for well over a year to hear an alternative from the corporate hangar owners, on September 13, 2010, the Council adopted Resolution No. 2010-11 reinstating the Policy as adopted in October of 2008. The new Policy was to apply to both current and future corporate hangar ground leases; became effective retroactively on September 1, 2010; and reads as follows:

2010 POLICY FOR LONG-TERM LEASING OF CORPORATE HANGAR SPACE AT THE ROSEBURG REGIONAL AIRPORT

The following provisions shall be known as the 2010 Policy for Long Term Leasing of Corporate Hangar Space at the Roseburg Regional Airport (hereinafter referred to as the "Policy"), and , unless otherwise stated herein, shall be applied to the ground leases for all corporate hangar spaces leased at the Airport:

- 1. ANNUAL PAYMENT DATE.** The annual payment for each corporate hangar space leased at the Roseburg Regional Airport shall be due in advance, on or before July 1 of each year. The first annual payment on newly constructed hangars shall be pro-rated to incorporate the July 1 payment date.
- 2. LEASE RATES.** Annual corporate hangar lease rates are currently set at \$0.25 per square foot. Beginning July 1, 2011, and on July 1 of each year thereafter, throughout the entire term of the lease, the annual lease rate increase for corporate hangar space shall be equal to the percentage increase in the Consumer Price Index ("CPI") for the twelve (12) month period ending December 31 of the prior year. Comparisons shall be made by using the Bureau of Labor Statistics Consumer Price Index entitled All Urban Consumers, West Region - Portland, Oregon (1982-1984=100); provided however, such increase shall not exceed three percent (3%) in any given year.

In no event shall there be a decrease in the ground lease rate paid the prior year. In the event that the above referenced CPI ceases to be published, the City shall select a comparable replacement table.

3. INITIAL TERM. The Initial Term of the ground lease for all corporate hangars shall be considered the period of time beginning on the date the hangar was originally constructed, and ending June 30 of the year following the 20th anniversary of such original construction date.

4. RENEWAL TERMS. Following expiration of the Initial Term, all corporate hangar ground leases may be renewed for additional terms of five (5) years each (“Renewal Term”), throughout the lifetime of the hangar, provided Lessee meets the requirements set forth in this Policy and is not in default of any lease provision.

4.1 Renewal/Inspection Notice. Ninety (90) days prior to the expiration of the Initial Term or any Renewal Term then in effect, the City shall give Lessee written notice of pending expiration and of the hangar inspection required by Section 5 of this Policy (“Renewal/Inspection Notice”). Lessee’s desire to exercise such right of renewal shall be considered automatic unless Lessee notifies the City in writing of the intent not to renew the lease as required by Subsection 4.2 of this Policy.

4.2 Lessee’s Decision Not to Renew. If at the end of the Initial Term, or at the end of any Renewal Term, Lessee decides not to exercise the right to renew the lease as allowed by this Policy, Lessee must notify the City in writing of said decision not to renew. Such notice must be submitted to the City in writing within thirty (30) days of the date of the City’s Expiration/Inspection Notice sent pursuant to Subsection 4.1 of this Policy and must outline Lessee’s plans for removal of the hangar at the end of the existing term. Such removal shall be at Lessee’s expense and must be accomplished within 90 days of the date of Lessee’s notice to the City of the decision not to renew. If the Lessee fails to remove the hangar as required, the hangar shall be considered a nuisance to be abated as outlined in Section 7 of this Policy.

5. RENEWAL TERM INSPECTION REQUIREMENTS: As a condition of renewal of the lease, within thirty (30) days of the date of the City’s Renewal/Inspection Notice, Lessee, at Lessee’s sole expense, shall hire an independent professionally licensed engineer, architect or building contractor, to conduct an assessment and inspection of the hangar based on the criteria set forth in this Policy. Lessee shall cause such inspection and assessment to be completed, and a written report of all findings from the inspection (“Inspection/Assessment Report”) to be filed with the City within sixty (60) days from the date of City’s Renewal/Inspection Notice to Lessee. Failure of the Lessee to order such inspection and assessment or to provide the City with the Inspection/Assessment Report as required, shall be considered a violation of the Lease, and shall be grounds for denial of the Renewal Term.

5.1 Inspection/Assessment Report. The Inspection/Assessment Report to be provided the City shall include, but not be limited to:

5.1.1 A detailed list of any maintenance deficiencies found in the interior and on the exterior of the hangar;

5.1.2 A statement verifying Lessee's compliance with current Roseburg Regional Airport Rules and Regulations, limits on storage of hazardous materials and appropriate usage of the facility; and

5.1.3 A structural assessment as to the remaining useful life of the hangar and recommendations for improvements which would increase the useful life expectancy of the hangar.

5.2 Deficiencies Satisfied. Lessee shall satisfy all deficiencies identified in the Inspection/Assessment Report within 30 (thirty) days of the date of such report. If deficiencies require more than thirty (30) days to correct, Lessee may make a written request to the City Manager for an extension of the standard correction time. The City Manager shall not unreasonably deny the extension. Failure of Lessee to correct each reported deficiency will result in ownership of the hangar reverting to the City.

5.3 Appeal of Deficiencies. If Lessee objects to a deficiency identified in the Inspection/Assessment Report, Lessee may file a written appeal with the City Manager, specifying the objection. Such appeal must be submitted to the City Manager within ten (10) days of the date of the Inspection/Assessment Report and shall be processed in accordance with RMC Section 7.06.030 governing the appeal of a notice of nuisance abatement.

6. APPROVAL OF RENEWAL TERM. Upon Lessee's completion of all conditions precedent to the commencement of the Renewal Term, including, but not limited to, the satisfactory completion of all deficiencies identified in the Inspection/Assessment Report, the City shall approve the renewal of the lease for one five-year Renewal Term, or for less than a five-year Renewal Term if the Inspection/Assessment Report reflects the conclusions outlined in the following Section 7 of this Policy.

7. FINAL RENEWAL TERM; REMOVAL OF HANGAR. In the event the Inspection/Assessment Report results in a finding that the anticipated remaining useful life of the hangar is five (5) years or less, the pending Renewal Term shall be deemed to be the last Renewal Term available under the lease (the "Final Renewal Term"). In such event, Lessee shall agree, as a condition to approval of the Final Renewal Term, to remove the hangar, at Lessee's expense, at the end of the Final Renewal Term. If the Lessee does not agree to remove the hangar at the end of the Final Renewal Term, the City shall deny the request to renew and Lessee must comply with Section 10 of this Policy. If Lessee fails to remove the hangar within thirty (30) days of the expiration of the Final Renewal Term, the City shall consider the hangar a nuisance to be abated in

accordance with Roseburg Municipal Code (RMC) Chapter 7.06, and after notice to Lessee, may abate the nuisance and charge the Lessee the cost of abatement, plus a penalty as provided in the aforementioned Code Chapter.

8. NON-AVIATION COMMERCIAL USE WITHIN CORPORATE HANGARS WITH STREET SIDE ACCESS. The provisions contained within this Section 8 shall apply only to those corporate hangars with direct street access constructed, assigned or renegotiated for any reason, including the expiration of any term of the applicable lease, after May 1, 2008.

8.1 Non-Aviation Commercial Use Defined. Non-aviation commercial use is defined as any use that is not included in the following Federal Aviation Administration (FAA) definition:

8.1.1 Aeronautical Activity. Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on the airport include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not considered aeronautical activities.

8.2 Limit on Non-Aviation Use. Unless otherwise approved by the Roseburg City Council, non-aviation commercial use within corporate hangars shall be considered temporary and limited as follows:

8.2.1 All non-aviation commercial use of space within corporate hangars, whether by the owner of the corporate hangar or through a sublease with a third party, must be described in written detail and submitted by the corporate hangar owner to the City Manager for written approval a minimum of thirty days prior to the date the non-aviation use begins.

8.2.2 Requests for non-aviation use will be considered only when the City has sufficient land and facilities available to meet the aviation needs of the community and the desired use is compatible with Airport zoning requirements.

8.2.3 Approval of non-aviation use will be granted on a temporary basis, for a period of time not to exceed five years. At the end of the five year period, the City will evaluate the aeronautical need for the subject space and determine if it is appropriate to authorize continued use of the space for non-aviation related purposes.

8.2.4 All agreements granting approval of non-aviation use of corporate hangar space shall contain a six month termination clause giving the City the right to terminate the non-aviation use of the space if there is an aeronautical need for the subject space.

8.2.5 Non-aviation commercial use will only be allowed on the second floor of the hangar.

8.2.6 The area used for non-aviation commercial purposes shall cover not more than 10 percent of the total square footage of the hangar.

8.3 Lease Rate for Non-Aviation Use. The lease rate for non-aviation commercial use within corporate hangars shall be set at fair market value, at parity with that of other office space within the vicinity of the Airport and based on the total square footage used for non-aviation related purposes. The City Council shall establish a lease rate for “non-aviation commercial use of corporate hangar space” by Council resolution to be incorporated within the Fee Schedule for the City of Roseburg. The rate set by Council shall be re-evaluated in September, 2011; and if such re-evaluation reflects the need for an adjustment to the originally established rate, such adjustment shall become effective July 1, 2012 and thereafter, the non-aviation use rate shall be subject to the same CPI adjustment established for corporate hangar space lease rates in Section 2 of this Policy.

8.4 Parking. Hangar owners shall comply with Section 3.35.100, “Off-Street Parking”, of the Roseburg Municipal Code. Two parking spaces shall be assigned to each corporate hangar with direct street access. Owners shall be required to lease additional parking spaces from the City in order to comply with the applicable Code provisions. The lease rate for each additional parking space shall be set by Council Resolution, incorporated into the City’s fee schedule, and subject to the same CPI adjustment established for corporate hangar space lease rates in Subsection 2 of this Policy.

8.5 Inspection and Entry. The City shall have the right, after giving the owner reasonable notice, to inspect the hangar for the purpose of determining compliance with the owner’s obligations under this Policy.

9. COMPLIANCE WITH AIRPORT POLICY. Notwithstanding any other provision of the lease, any part of this Policy shall be amended as necessary to comply with any Airport policy adopted by the Roseburg City Council following a recommendation of the City’s Airport Commission, or its successor, provided that, no such amendment shall shorten a Renewal Term in effect on the date of Policy adoption, or require Lessee to expend additional moneys on hangar improvements during the Renewal Term in effect on the date of Policy amendment.

10. RETURN OF PROPERTY AT THE END OF THE LEASE. Upon the expiration or termination of the Lease, Lessee shall remove the hangar at Lessee's sole expense, and surrender the property to the City within thirty (30) days of the date of expiration or termination of the lease. As outlined in the above Section 7, if Lessee fails to remove the hangar, the City may remove the hangar and charge the Lessee the cost of such removal.

11. RIGHT OF FIRST REFUSAL. If at any time during the Initial Term of the lease, or any Renewal Term thereof, Lessee offers the corporate hangar for sale, the City shall have the first right of refusal to purchase the hangar in accordance with Roseburg Municipal Code Section 3.22.200.

12. EFFECTIVE DATE. Upon adoption by the City Council, unless otherwise stated herein, all provisions of this Policy shall become effective retroactively to September 1, 2010 and shall be applied toward all existing corporate hangar space leases and any application for lease of a corporate hangar space received from the date of adoption forward.

AIRPORT - RULES AND REGULATIONS

Background: The Roseburg Regional Airport Rules and Regulations were originally adopted by the Roseburg City Council on March 10, 1997, via Resolution No. 97-3; amended by Resolution No. 2011-09 and most recently updated by Resolution No. 2011-9 on May 26, 2011. The following is a complete compilation of such rules:

1. SCOPE.

1.1 Coverage. These rules govern all persons on the Airport and users of the Airport. Any direct or indirect permission given to a person to enter upon or use the Airport is conditioned, unless otherwise agreed, upon compliance with these rules.

1.2 Relation to Other Laws. These rules do not amend, modify or supersede any provision of federal, state or local law. Insofar as possible, these rules shall be interpreted not to conflict with, but to supplement, federal, state or local law or any contract between the City of Roseburg and an Airport user. Other than to the extent that these rules have been incorporated into the terms of existing leases or contracts, these rules are not intended to modify other agreements.

1.3 Authority. These rules are adopted and can be amended under the authority of Section 3.22.080 of the Roseburg Municipal Code.

1.4 Posting of Rules. These rules shall be posted in the Airport lounge, in the office of the Airport director and on file in the office of the City Recorder. All Airport tenants shall be provided a copy of these rules. Nevertheless, these rules will be fully effective even if not posted or distributed.

1.5 Adoption of Rules Not Grant of Right. The adoption of these rules is not intended to, and shall not be construed to, grant any property right or expectation to any person. The City reserves the right to amend these rules and to limit or deny any person's use of the Airport as may be in the public's interest.

1.6 Severability. These rules are severable. If any part of these rules is invalidated by a court or agency, that invalidation shall not affect the validity of the remaining rules.

2. DEFINITIONS. As used herein, the following words and phrases mean:

2.1 Aviation or Aeronautical Activity: Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

2.2 Aircraft: Any device used, or intended to be used, for flight in the air, including, as designated by the FAA, ultralights, gliders and lighter than air vehicles.

2.3 Airfield Area: The areas at the Airport for taxiing, landing, taking off, handling, servicing, loading and unloading of aircraft, including clear zones, runways, taxiways, ramps, aprons, roadways and all areas incident thereto.

2.4 Airport: The land and facilities known as Roseburg Regional Airport as defined by the March 1983 City of Roseburg Airport Park Survey recorded in the Douglas County Surveyor's Office, Map File #M95-68, A through G, on January 4, 1984.

2.5 Airport Director: The person appointed by or under the authority of the Roseburg City Manager to exercise the functions and authority described in Rule 3.1.

2.6 Applicant: A person applying for a permit or lease to conduct operations at the Airport, including any shareholder, partner, part owner or manager of such a person.

2.7 Apron or Apron Area: The area that is used for loading and unloading persons and cargo to and from an aircraft.

2.8 City: The City of Roseburg, Oregon.

2.9 City Manager: The City Manager for the City of Roseburg or the City Manager's designee.

2.10 Commercial Operation: Operation or service performed for compensation that is conducted on or based at the Airport, including, but not limited to, ground transportation activity. "Commercial Operation" does not include activities of any local, state or federal agency, including the military, or an isolated use of the airfield by an aircraft.

2.11 Commercial Operator: Any person engaged in a Commercial Operation.

2.12 FAA: The Federal Aviation Administration of the United States, or its successor agency.

2.13 FAR: The Federal Aviation Regulations.

2.14 Fire Chief: The Chief of the City of Roseburg Fire Department or the Fire Chief's designee.

2.15 Fueling: Fueling or refueling.

2.16 Ground Transportation Activity: The provision of transportation of persons or property on the Airport or based at the Airport to the general public, either as a courtesy to a patron by a hotel, a motel, off-Airport car rental agency or off-Airport parking lot operator, or for hire. "Ground Transportation Activity" does not include dropping off persons or property at the Airport.

2.17 Hazardous Materials: Materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, transported or otherwise handled. The term includes, but is not limited to, petroleum products, including crude oil or any fraction thereof that is a liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) and any hazardous or toxic substance regulated under the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act or any other of the state, federal, or local laws relating to the protection of human health or the environment.

2.18 Lessee: Any person who is leasing property or space at the Airport from the City.

2.19 Motor Vehicle: Any non-aircraft device that carries persons or property and is self-propelled or designed for self-propulsion.

2.20 Movement Area: The runways, taxiways and other areas of the Airport which are utilized for taxiing, air taxiing, takeoff and landing of aircraft, exclusive of loading ramps and parking areas.

2.21 Owner: As used in connection with an aircraft, owner means a person who holds legal title to an aircraft. If the aircraft is the subject of a conditional sale or lease/option or if the mortgagor of the aircraft is entitled to possession, then the conditional vendor, lessor or mortgagor shall be deemed the owner for the purpose of these rules.

2.22 Permit: A written agreement or license issued by the City of Roseburg authorizing the holder to perform certain activities or operations at the Airport, including but not limited to, operating agreements.

2.23 Permittee: Any person holding a valid permit under these rules.

2.24 Person: Any individual, firm, partnership, corporation, company, association or political body.

2.25 Public Area: The area open to the public includes the public roads and sidewalks, the terminal lobby, lounge area, restrooms and places for public gathering, waiting and viewing.

2.26 Roseburg UNICOM: VHF 122.8 MC.

2.27 Rules: The Roseburg Regional Airport Rules and Regulations.

2.28 Terminal Building or Airport Terminal: The terminal building, when constructed or thereafter expanded or improved, including the sidewalks, roads and parking areas near the terminal building.

3. AUTHORITY.

3.1 Airport Director. The Airport Director is responsible for the operation of the Airport. Subject to direction by the City Manager, the Airport Director is empowered to:

3.1.1 Oversee all operations at the Airport;

3.1.2 Take any action at the Airport necessary to protect and safeguard the public;

3.1.3 Regulate traffic and parking at the Airport and install and remove traffic control devices;

3.1.4 Cause the removal from the Airport of any person who violates any of these rules or an Airport director written directive, when that removal is necessary to insure the safe or orderly operation of the Airport;

3.1.5 Deny any future use of the Airport, except for air travel, to any person who violates any of these rules or an Airport Director directive;

3.1.6 Initiate a NOTAM closing of the Airport or any part thereof through the FAA when unsafe conditions exist;

3.1.7 Administer and enforce these rules;

3.1.8 Perform any other duty that may be assigned by the City Manager.

3.2 Airport Commission. The composition and authority of the Airport Commission is governed by Chapter 2.14 of the Roseburg Municipal Code.

4. RULES OF GENERAL APPLICABILITY.

4.1 Compliance with Federal Law. All aviation activity and commercial operations at the Airport shall comply with the regulations and directives of the FAA and any other federal agency with jurisdiction over airports.

4.2 Permit or Lease Required. No person shall conduct commercial operations at the Airport, use the Airport as a base for the conduct of business or otherwise provide services or goods to travelers, customers, a permittee or a lessee at the Airport, without first obtaining the proper permit or lease from the City Manager. The duty to obtain a permit or lease for supplying services or goods to a single permittee or lessee may be

waived by the City Manager if the extent of the activity is not substantial. Subject permits and leases shall be issued and revoked under the procedures set out in Rules 9, 10 and 11.

4.3 Operation of Motor Vehicles. The operation of all motor vehicles at the Airport shall comply with:

4.3.1 State laws regarding motor vehicle operation, including the Oregon Vehicle Code, ORS Chapters 801 to 822;

4.3.2 City ordinances regarding motor vehicle operation (including the provisions of Title 8 of the Roseburg Municipal Code);

4.3.3 Orders, signals and directives of the Airport director;

4.3.4 Traffic control devices;

4.3.5 The following restrictions:

4.3.5.1 All motor vehicles except emergency vehicles responding to an alarm shall yield the right-of-way to an aircraft in motion;

4.3.5.2 When possible, aircraft should yield the right-of-way to emergency vehicles. Operators of emergency vehicles should use caution when approaching moving aircraft.

4.3.5.3 No motor vehicle used for hauling trash, dirt or any other wastes shall be operated unless the vehicle is constructed to prevent the contents from dropping, leaking or otherwise escaping.

4.4 Parking. All motor vehicles shall be parked in compliance with state law, local law (including the provisions of Title 8 of the Roseburg Municipal Code), restrictions posted on authorized signs, and the following:

4.4.1 No person shall park a motor vehicle in excess of the prescribed time limit for a particular parking area.

4.4.2 No person shall park a motor vehicle other than in areas established for parking or in a manner that obstructs or interferes with vehicular traffic.

4.4.3 Lessee's shall be allowed to park a motor vehicle in their leased hangar while tenant is flying the aircraft normally housed in the hangar.

4.5 Removal of Motor Vehicles. The Airport director may remove from any area of the Airport any motor vehicle that is disabled, abandoned or parked in violation of these

rules, at the operator's expense and without liability for damage to the motor vehicle or its contents, which may result from the removal.

4.6 Limited Access Areas. No person shall use any part of the Airport in a manner contrary to posted official directives applicable to that area.

4.7 Animals. No person shall enter the Airport with a dog or other animal unless it is an on-duty dog or other animal trained to assist handicapped persons, is being used by a law enforcement agency, is leashed or properly confined or is confined to property leased to the person responsible for that dog or other animal.

4.8 Offensive Conduct. No person shall commit at the Airport any act made unlawful by Title 7 of the Roseburg Municipal Code.

4.9 Sanitation. No person shall dispose of refuse or waste material on the Airport except in receptacles provided for that purpose. No person shall bring refuse or waste material to the Airport for purposes of disposal at the Airport, except with written permission of the Airport director.

4.10 Firearms and Explosives. No person, except for duly appointed peace officers, members of the United States armed forces while on duty, persons licensed under state law to carry a concealed weapon or corrections officers, shall carry any firearms or explosives into the Airport terminal or airfield area without the written permission of the Airport director, except for properly packaged firearms or explosives for shipment onto or from an aircraft, or as expressly allowed by state law.

4.11 Picketing, Demonstrations, Solicitations and Handbills.

4.11.1 General Policies. The exercise of constitutional rights of expression and communication in public areas of the Airport shall not be restricted or infringed upon because of the content of the communication or identity of the speakers. No prior restraint of speech is permissible. It is necessary, however, to generally regulate speech activity on Airport property and articulate standards on permissible conduct in advance in order to deal with overcrowding. At all times when a restriction is imposed, the least restrictive alternative shall be required.

4.11.2 Prohibited Conduct. Any person may engage in speech-related activities on public areas of Airport property so long as the following restrictions are obeyed:

4.11.2.1 No violation of state or municipal criminal laws;

4.11.2.2 No intentional touching or making physical contact with another person unless that person consents to such physical contact;

4.11.2.3 No use of placards, banners or signs made of wood, metal or other hard substances within the Airport;

4.11.2.4 No use of a table, counter or stand within the Airport without written authorization of the Airport director;

4.11.2.5 No impeding of pedestrian or vehicle access to any Airport facility.

4.11.3 Authorization of Airport Director. The Airport Director may request that persons engaging in speech activity within the Airport confine themselves to designated areas if the unrestricted presence of such persons causes serious public inconvenience in the operation of the Airport. Such determination shall be made after initially allowing the activity, but then finding that the activity's continuance causes blockage of or interference with any of the following: Airport entrances; car rental or other commercial activities; aircraft, automobile, limousine or bus boarding or unloading; aviation activity or the transaction of business at the Airport. The persons engaging in the interfering activity shall be requested to conduct such activities outside the Airport. Priority of use of the designated areas for speech-related activities shall be given to the person or group first requesting permission for such use in writing.

4.11.4 Limitations on Use of Sidewalk Area. No group of persons who are exercising free speech rights shall block the entrances to the Airport or to any buildings thereon.

4.11.5 Removal from Airport Property. Persons or organizations engaging in free speech activities shall be subject to arrest for trespass in the event they continue to violate these rules after the Airport director gives notice to cease and desist to any person engaging in the activity. Failure of the person receiving the notice to communicate the notice to other persons in that group shall not be a basis to set aside the notice.

4.11.6 Advance Notification. Advance notification to the Airport director of intent to picket, demonstrate, solicit or distribute printed material at the Airport is encouraged, but not required. Interested groups may wish to give advance notice where possible so that problems with interference with Airport activities can be resolved in advance.

4.12 Amplified Sound. No person may use voice amplification equipment without written authorization of the Airport director. Permission shall be granted if the Airport director receives a timely completed request for permission and finds that the activity can be done safely and without interfering with aviation activity at the Airport. Requests for permission to use amplified sound shall be on a form provided by the Airport director and shall be filed at least 48 hours (excluding weekends and holidays) prior to the time for which amplified sound is requested. Notwithstanding the preceding sentences, if the

Airport director finds the actual use of amplified sound is an unreasonable safety risk or if the actual use is not consistent with the application, the Airport director may withdraw permission to use amplified sound.

4.13 Interference with Operation of Aircraft. No person shall interfere with the operation of aircraft or start the engine of an aircraft without the consent of the aircraft's operator.

4.14 Lost Articles. Persons finding lost or mislaid articles shall turn such items in to the Airport director's office. Such property shall be disposed of as provided by Roseburg Municipal Code Chapter 3.16.

4.15 Use of Hazardous Materials and Environmental Law Compliance.

4.15.1 Except for material in the quantities listed in 4.16.1.9, any hazardous materials brought onto the Airport must be immediately reported to the Airport director. The report shall be made by delivering to the Airport director's office either a completed hazardous materials report form (available from the Airport director) or by delivering a copy of the cargo manifest (shipping paper). When requested, a person bringing hazardous materials onto the Airport shall provide the Airport director or the City Manager with the Material Safety Data Sheet for the hazardous material that person is bringing onto the Airport.

4.15.2 All persons shall comply with federal, state and City of Roseburg laws relating to the protection of human health and the environment, including laws and regulations pertaining to the use, storage and transportation of hazardous materials.

4.15.3 All persons shall exercise extreme care in handling hazardous materials. Each person using hazardous materials shall undertake any and all preventative, investigatory or remedial action as required by law, by order of a governmental agency with jurisdiction under the law, or which is necessary to prevent or minimize property damage or personal injury by release or exposure to hazardous materials. Any person causing or having knowledge of any release or spill of hazardous materials must immediately report such release or spill to the Airport director. In the event a person fails to perform any of these obligations, the City may, but is not required to, perform these obligations at the person's expense.

4.15.4 No person shall place any solid or pour any liquid other than water down floor drains, manholes or other sewer connections.

4.15.5 City reserves the right to prohibit any hazardous material from being brought onto the Airport. In the event City prohibits a material from being brought onto the Airport, City will post a notice at the Airport director's office that the material is prohibited and will attempt to notify persons having such material on the Airport.

4.16 Fire Regulations (Oregon Fire Code).

4.16.1 The following actions are prohibited inside aircraft storage hangars per the Oregon Fire Code:

4.16.1.1 Refueling of any aircraft (OFC 1104.1)

4.16.1.2 Welding or any other work involving open flames (OFC 1103.1)

4.16.1.3 Painting of aircraft other than self-service touch-up painting (OFC 1104.2)

4.16.1.4 Storage of combustible debris (OFC 1103.3)

4.16.1.5 Smoking, except in designated and approved smoking areas (OFC 1103.2)

4.16.1.6 Continued work or aircraft movement if a spill of a flammable or combustible liquid occurs (OFC 1104.4)

4.16.1.7 Cleaning aircraft or parts with Class 1A flammable liquids (OFC 1104.3)

4.16.1.8 Storage of flammable and combustible materials without proper containers (OFC 1103.6)

4.16.1.8.1 Limited amounts of flammable materials such as small spray paint cans that may be needed to support self-service maintenance requirements must be stored in Flammable Storage Cabinets meeting the requirements of OFC 3404.3.2

4.16.1.8.2 Oily rags and other waste products susceptible to spontaneous combustion must be disposed of in a metal, airtight, listed disposal container with an automatically closing lid. This container must be emptied daily (OFC 304.3.1)

4.16.1.9 Storage of *more than* 10 gallons of flammable or combustible liquids used for maintenance purposes or operation of equipment (OFC 3803.2)

NOTE: See Attachment A for classification and examples of flammable and combustible liquids

4.16.1.10 Use of unvented heaters which utilize portable LPG tanks (OFC 3803.2)

4.16.1.11 The transferring or dispensing of flammable liquids from one container to another inside any hangar.

4.17 Fire Extinguishers. All hangars and repair areas shall have at least one currently tested 2A20BC fire extinguisher in a visible and accessible location for each 3000 square feet of floor area or portion thereof. Every towing vehicle, welding apparatus and fueling station will have a minimum of one currently tested 3A40BC extinguisher at all times. Every aircraft refueler shall have a minimum of two 2A20BC fire extinguishers, one mounted on each side of the refueler. Use of any fire extinguisher equipment under any circumstances shall be reported to the Airport Director and Fire Chief immediately after use.

NOTE: During scheduled inspections, the Roseburg Fire Department will only enforce Fire Code violations. If a Fire Department inspector notes anything other than a violation of the Oregon Fire Code, it may be reported to the Airport Director for follow-up.

4.18 Smoking. No person shall smoke or carry lighted cigarettes, cigars, pipes or any flame in or about any fuel storage area, stationary refueling vehicle, public landing area, public aircraft parking and storage area or any other area where smoking is prohibited by sign.

4.19 Vending Machines and News Racks. Vending machines and news racks that are to be placed outside of leaseholds may be located only in areas designated by the City Manager. In determining where to designate vending machine or news rack areas, the City Manager shall consider whether vending machines or news rack placement would interfere with pedestrian movement, compete with another permitted activity, foster political speech and any other factor the City Manager deems relevant. The City Manager may grant an exclusive concession to operate news racks outside of leaseholds. A permit is required to operate more than three vending machines within any leasehold. The operation of any vending machine or news rack, which requires money to operate, outside a leasehold is deemed a commercial activity and requires a permit under these rules. The Airport director may order removal of noncommercial vending machines or news racks if the operation of these machines creates excessive litter.

5. RULES OF LIMITED APPLICABILITY.

5.1 Repair of Motor Vehicles. No person shall repair motor vehicles at the Airport except for minor repairs necessary to remove the motor vehicle from the Airport or repairs made to motor vehicles within a hangar leased by the motor vehicle owner.

5.2 Repair of Aircraft.

5.2.1 Location for Repairs. No person shall repair aircraft at the Airport in areas not approved by the Airport director, except for minor repairs necessary to remove the aircraft from the Airport or to an approved area. Approved areas include hangars, leasehold areas (unless the lease provides otherwise) and tie-down areas. However, persons making repairs in tie-down spaces may not infringe on adjacent spaces. Use of tie-down space for major repairs is discouraged.

5.2.2 Permit Required. Only those persons working under a City of Roseburg permit will be authorized to perform aircraft maintenance for compensation at the Roseburg Regional Airport. This rule does not apply to mechanics who are full-time employees of an aircraft owner and who work only on aircraft owned by their employer, or to employees of the Fixed Based Operator.

5.3 Use of Airfield Area.

5.3.1 Motor Vehicles Prohibited from Runway and Taxiway. No motor vehicles shall be operated on the runway or taxiway without the prior approval of the Airport director.

5.3.2 Parking of Motor Vehicles. No motor vehicle shall be parked within ten feet from any fire hydrant.

5.4 Operation of Aircraft.

5.4.1 Permission Required for Certain Activities. No person, without prior written permission of the Airport director, shall at the Airport:

5.4.1.1 Engage in special aviation events or demonstrations;

5.4.1.2 Land, taxi or take off an aircraft having an actual gross weight over that indicated for the Airport in the FAA Airport Facility Directory.

5.4.2 Taxiing of Aircraft.

5.4.2.1 Aircraft shall use taxiways and paved areas when taxiing.

5.4.2.2 No aircraft shall move into or out of any hangar under its own power.

5.4.3 Aircraft Parking.

5.4.3.1 Except for in designated tie-down areas, no person shall park or leave standing an aircraft at the Airport other than inside a hangar, unless it is firmly tied to the ground or chocked with wheel blocks or other approved devices.

5.4.3.2 Upon direction from the Airport director, the owner or person operating any aircraft shall move the aircraft from the place where it is parked or stored to a designated place; if the direction is not obeyed, the Airport director may tow said aircraft to the designated place at the owner's expense, or at the expense of the person operating the aircraft, without liability for damage to the aircraft or its contents which may result in the course of such moving.

5.4.3.3 All persons leasing space for aircraft storage, parking or tie-down shall furnish a list of such aircraft to the Airport director on request and shall notify the Airport director of any change to that list.

5.4.4 Disabled Aircraft. Aircraft owners, pilots or their agents shall be responsible for the prompt disposal of disabled aircraft and parts, unless required to delay that action pending an investigation of an accident. If any person abandons or otherwise neglects or refuses to move an aircraft, or any parts thereof, when directed by the Airport director, the aircraft or parts may be removed by the Airport director at the owner's or operator's expense without liability for damage which may result in the course of such removal.

5.4.5 Accident Reports. Persons involved in aircraft accidents occurring at the Airport shall immediately file an accident report which conforms with FAA regulations and requirements and shall provide a copy of the report to the Airport director. The report shall include: person's name; the names of all other persons involved (if known); addresses of all involved persons (if known); the identification number for any aircraft involved or, if the identification number is not available, any other information helpful to identifying the aircraft; where on the Airport the accident occurred; and the time and date of the accident. Reports may be made by placing a completed accident report form in the box provided next to the Airport director's office. As used herein, accident means any contact between an aircraft or part thereof with some other object (including people and animals) that results in damage to property of another, injury to another, causes the release of hazardous materials or leaves debris on City property. This does not eliminate any obligation a person may have to report accidents or incidents to any other agency.

5.4.6 Liability for Damage to Airport Property. Any and all Airport property destroyed, injured or damaged by accident or otherwise shall be paid for by the party or parties responsible for such destruction, injury or damage thereto.

5.4.7 Engine Testing. No person shall run the engine or engines of any aircraft at any location on the Airport in such a manner as to cause damage to other aircraft or property or in such a manner as to endanger the safety and operations of the Airport.

5.4.8 Use of Hard Surfaces. All fixed wing operations shall be confined to hard surfaces.

5.4.9 Recommended Procedures. All procedures must conform with FAA regulations and procedures, and it is recommended that:

5.4.9.1 Aircraft take-off from the end of the runway;

5.4.9.2 No turn after take-offs be made until the aircraft has reached 1350 MSL;

5.4.9.3 The standard patterns be left-hand for all runways;

5.4.9.4 Normal traffic patterns be at 1,000 feet above the airport.

5.4.9.5 All aircraft enter the traffic pattern at a 45 degree angle at the center of the downwind leg or on a crosswind or upwind entry; and

5.4.9.6 All aircraft should make at least two 90 degree turns of a traffic rectangle. The final approach leg should be at least one-quarter mile before landing.

5.4.10 Helicopter Ground Operation. The operation of helicopters shall be conducted in such a manner as to preclude any damage by the downwash to other aircraft on the Airport. When other aircraft are running up or taxiing in the immediate vicinity of helicopters which are on the ground with blades turning, the helicopter shall remain on the ground and the pilot shall keep the rotors in a flat pitch until the other aircraft has cleared the area.

5.5 Fueling Aircraft.

5.5.1 General Rules.

5.5.1.1 During the fueling of an aircraft a person shall not smoke on any apron or within 50 feet of an aircraft.

5.5.1.2 Persons engaged in the fueling of aircraft shall exercise extreme caution to prevent spills. When a spill occurs, servicing will cease and spills will be removed or absorbed with suitable material. Any person causing or having knowledge of any release or spill of fuel in excess of one gallon must immediately report such release or spill to the Airport director.

5.5.1.3 No person shall start the engine or engines of any aircraft at the Airport when there is gasoline or any type of fuel on the ground under the aircraft. In the event of any fuel spill, no person shall start an aircraft engine in the area of the spillage until the spillage is cleaned up.

5.5.1.4 The City assumes no liability for improper fueling or use of wrong fuel by any private fuel provider at the Airport.

5.5.1.5 No person shall use any material or equipment during fueling operations which is likely to cause a spark or ignition.

5.5.1.6 Any person fueling an aircraft with gasoline from approved metal cans having a capacity of five gallons or less shall have one 10BC rated, U.L. approved, dry chemical fire extinguisher immediately available for use. Except as otherwise approved by the Fire Chief, during all other fueling operations in connection with any aircraft, there shall be not less than two 20BC rated, U.L. approved, dry chemical fire extinguishers immediately available for use.

5.5.1.7 No person shall perform or allow performance of any fueling activity when lightning is observed in the immediate vicinity of the Airport.

5.5.1.8 All fueling activities shall be conducted on hard surface areas only outside of hangars.

5.5.1.9 All hoses, funnels and appurtenances used in fueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids. Furthermore, funnels shall be metal.

5.5.1.10 No person shall engage in fueling:

(a) When an aircraft is being warmed by an external engine heater;

(b) Inside a hangar or an enclosed area;

(c) While an aircraft radio transmitter or receiver is being operated or other electrical appliances are switched on;

(d) When there are people aboard the aircraft;

(e) From drums, small containers or similar items unless authorized by the Fire Chief.

5.5.2 Additional Rules Applicable to Fueling Operations Other Than From Five Gallon Cans and Bulk Plants.

5.5.2.1 Fuel storage and servicing equipment, including fuel servicing vehicles, fueling pumps, meters, hoses, nozzles, fire extinguishers and grounding devices shall be U.L. approved where applicable, shall comply with state laws and regulations and shall be maintained in a non-leaking condition at all times.

5.5.2.2 A fuel servicing vehicle, including tank trucks and tank semi-trailers, when servicing an aircraft must be positioned so that it can be readily driven forward to an open area during an emergency.

5.5.2.3 Fuel servicing vehicles will proceed with caution on the apron.

5.5.2.4 Commercial fueling operation attendants shall be fully trained and competent to operate the emergency pump controls.

5.5.2.5 Prior to fueling an aircraft, the fuel dispensing equipment shall be bonded to the aircraft by use of a cable. The bond shall be maintained until the fuel connections have been removed. Notwithstanding the preceding sentences, when a funnel is used in aircraft refueling, it shall be kept in contact with the filler neck as well as the fueling nozzle spout or the supply container.

5.5.2.6 Fuel transfer or filler nozzles must be of a self-closing type, designed to be actuated by hand pressure only.

5.5.2.7 Tanks shall have a valve mechanism such that water or other contaminants can be removed from the lowest portion of the tank.

5.5.2.8 An in-line filtration system utilizing a 5 micron or less fuel filter element shall be included in any commercial fuel dispensing system.

5.5.2.9 When a malfunction of the fueling equipment is detected, all fueling operations shall cease immediately.

5.5.2.10 No airborne radar equipment shall be operated or ground tested on any area wherein the directional beam of high intensity radar is within 300 feet or low intensity radar (less than 50 KW output) is within 100 feet of another operation or aircraft refueling truck.

5.5.2.11 Fuel servicing vehicles shall be maintained and operated in accordance with Environmental Protection Agency (EPA), federal, state and local codes covering fuel dispensing on airports and NFPA Standard 407, latest edition, (Aircraft Fuel Servicing), or as hereafter amended. The applicable sections of FAA Advisory Circular 150/5230-4A (with revisions) shall also be followed.

5.5.2.12 Each fuel servicing vehicle shall be conspicuously marked in letters at least six inches high of a contrasting color, with the word "flammable" on both sides and rear of the cargo tank. The wording "emergency shut off" and other appropriate operating instructions required at the emergency operating devices shall be marked in letters at least two inches high. Each fuel servicing

vehicle will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.

5.5.2.13 Unless allowed by a permit or lease, fuel servicing vehicles shall not be stored or parked at the Airport. A person, firm or corporation may park or position a fuel servicing vehicle on the Airport premises only when actually dispensing fuel. Except for operators engaged in fueling, oil sales and transient aircraft services under Chapter 7.1 of these rules, permission to park fuel servicing vehicles shall be granted by a permit or lease only for extraordinary circumstances and for a limited period of time.

5.5.2.14 Fuel servicing vehicles shall use only the entrance, exit and route designated by the Airport director.

5.5.2.15 A fuel servicing vehicle cargo tank shall be supported by and attached to, or be a part of, the vehicle upon which it is carried.

5.5.2.16 Fuel will not be transferred from one fuel servicing vehicle to another within 100 feet of any building, open flame, sparking device, source of ignition or group of people.

5.5.3 Bulk Plants.

5.5.3.1 Under no circumstances will a tank motor vehicle be left unattended at a bulk plant during the loading or unloading process. Loading and unloading shall not be considered complete until the delivery hose is detached from vehicle and tanks.

5.5.3.2 Every tank motor vehicle must have the tank grounded and the nozzle grounded before loading and unloading.

5.5.3.3 Persons or companies using any bulk plant are responsible for keeping the yards and the area three feet outside the yard fences free of weeds, trash and other debris.

5.5.3.4 Tanks at bulk plants shall not be filled to the point where they will overflow from heat expansion. Tanks must be equipped with an overflow warning device or other system designed to prevent overflow.

5.5.3.5 All loading platforms and fill nozzles will be equipped with proper grounding devices and flexible cables.

5.5.3.6 Strict controls to detect fuel leakage or losses shall be used. Owners of underground storage tanks shall comply with State of Oregon DEQ

Underground Storage Tank monitoring and recording requirements. Records of controls and readings shall be available for inspection by the Airport director.

6. PERMITS - GENERAL RULES.

6.1 Relationship of Permit or Lease to Rules. Unless otherwise agreed, all permits and leases shall be subject to compliance with the requirements of these rules, the rules regarding issuance and revocation of leases and permits, the Airport Master Plan and the Airport Layout Plan. The City Manager may waive in writing all or any portion of the general or minimum standards set forth below when the City Manager deems such waiver to be in the best interest of the Airport's operation. The length of the waiver period shall be specified in a written agreement.

6.2 General Standards for all Permittees and Lessees. All permits and leases shall be subject to the following:

6.2.1 Required Licenses and Permits. Commercial operators and their employees shall hold all current valid certificates, permits, licenses or other authorizations required by the FAA and state law.

6.2.2 Permit or Lease Not Transferable. No permit or lease shall be conveyed or transferred without the prior written consent of the City, which consent shall not be unreasonably withheld. Any sublessee or transferee must meet all of the requirements of the permit or lease and these rules.

6.2.3 Construction of Improvements. No structure or improvements at the Airport shall be constructed, altered or removed without the prior written approval of the City Manager. The City may require a performance bond to guarantee the satisfactory completion of any construction. The plans for any building constructed at the Airport shall be approved by the City Manager and shall comply with state and local laws, codes and regulations pertaining to their construction.

6.2.4 Limit to Assigned Area. A commercial operator shall carry on operations within the area leased by the commercial operator and the operations shall not interfere with the lawful activities of other persons using the Airport.

6.2.5 Required Space. Unless otherwise agreed, all operations shall be conducted in one area of sufficient size to accommodate all services for which the commercial operator is licensed, allowing for future growth. The location and minimum size of leased areas of operations shall be set by the City Manager, consistent with these rules and the Airport Master Plan.

6.2.6 Right of Entry. The Airport director shall have the right to inspect at reasonable times all Airport premises, together with all structures or improvements.

6.2.7 Payment of Fees and Charges. A commercial operator or lessee shall pay promptly when due, all utility charges incurred at the leased premises, any fees or rents imposed by the City and any taxes and assessments levied against any property constructed, used or leased at the Airport. The commercial operator or lessee agrees to hold the City harmless from all liens that may be placed against the facilities on the leased premises.

6.2.8 Repair and Maintenance. Each commercial operator or lessee shall keep the leased area facilities and structures in an acceptable state of repair and maintained in a clean and orderly condition at all times. All leased property shall be free from fire hazards as may be determined by the Fire Chief or his designee. The City may make repairs to any leased area when the commercial operator or lessee is obliged to make the repairs pursuant to the lease and has failed after due notice to do so, or in any other case where the City, in its reasonable judgment, determines that repairs are necessary to correct any condition likely to cause injury or damage to persons or property. In either event, the commercial operator or lessee shall reimburse the City for the reasonable costs of these repairs promptly upon demand.

6.2.9 Snow, Ice, Weed and Debris Removal. Each commercial operator or lessee shall promptly remove snow, ice, debris and weeds from the leased area and all passageways, sidewalks, paths or other pedestrian walkways immediately adjoining the leased property. Passageways, halls, doors and exits from buildings occupied by a commercial operator or lessee shall be kept clear of stored material and debris. The requirements of the preceding two sentences do not apply to tie-down space leases. The City may, at the request of the commercial operator or lessee, and at the discretion of the Airport director, assist the commercial operator or lessee in snow, ice, debris and weed removal. Each commercial operator or lessee shall indemnify and hold the City and its officials, agents and employees harmless from all liability in connection with such snow, ice, debris and weed removal.

6.2.10 Insurance. Unless otherwise agreed, each commercial operator shall maintain in force during the time operations are conducted at the Airport the insurance coverage's specified below. The City may require other types of insurance policies (e.g. comprehensive automobile, hangar keepers, product liability, aircraft liability, premises liability) when the maintenance of such insurance is in the public interest. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. Each liability policy shall be written on an "occurrence" form with an insurance carrier licensed to do business in the State of Oregon (preferably an admitted carrier) and shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, non-renewal or cancellation.

6.2.10.1 General Liability. Any commercial operator who leases property at the Airport for use in his or her operation shall maintain a broad form commercial general liability insurance policy with coverage of not less than

\$500,000 combined single-limit per occurrence for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the commercial operator's indemnification obligations under these rules. The policy shall also contain an endorsement naming the City as an additional insured, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the commercial operator's breach of the policy provisions.

6.2.10.2 Aviation Insurance. Any commercial operator who uses aircraft as part of his or her operation must maintain aviation insurance adequate to cover the planned use of the aircraft. The commercial operator shall maintain aviation liability coverage of not less than \$500,000 combined single-limit per occurrence for claims of bodily injury, personal injury or property damage, including claims by passengers and crew. Notwithstanding the preceding, a flight instructor is not required to make sure that a student has proper aviation insurance when the flight instructor is offering the instruction using the student's aircraft.

6.2.10.3 Worker's Compensation Insurance. The commercial operator, its subcontractors, if any, and all employers working for the commercial operator are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The commercial operator shall comply with the Oregon worker's compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The commercial operator shall provide the City with the assurances that the City may require that the commercial operator is in compliance with the worker's compensation law. This rule is not intended to require worker's compensation by a commercial operator for agents, when that coverage is not required by state law.

6.2.11 Indemnification. A commercial operator shall indemnify and hold the City of Roseburg and its officers, agents and employees harmless from and against all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to the commercial operator's activities at the Airport, the commercial operator's failure to comply with any provision of these rules or of the commercial operator's lease or permit with the City, or of any other actions or failure to act by the commercial operator and the commercial operator's employees, agents, officers and contractors. In the event any such action or claim is brought against the City, the commercial operator shall, if the City so elects and upon tender by the City, defend the same at the commercial operator's sole expense and cost, promptly satisfy any judgment adverse to the City or to the City and the commercial operator jointly, and reimburse the City for any loss, cost, damage or expense suffered or incurred by the City, including any legal fees or fines paid to the FAA or any other governmental agency arising from the commercial operator's activities.

6.2.12 Airport Layout Plan/Airport Master Plan. The City reserves the right to make changes in the Airport Layout Plan and Airport Master Plan. The City reserves the power to designate as common use areas any areas which have not been specifically leased or reserved to any person or party by a written agreement.

6.2.13 Discrimination. Each commercial operator shall furnish all services authorized or licensed by the City of Roseburg by charging fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however, that the commercial operator may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if permitted by law. No person shall, in the use of the Airport or any of its facilities, discriminate or permit discrimination against any person on the grounds of race, color, creed, national origin, sex or age, or otherwise discriminate in violation of federal, state or local law.

6.2.14 Bonds. If any activity for which a permit has been requested creates a risk that the City may incur liability or costs and the commercial operator cannot provide proof of adequate insurance against that risk, the City may, as a condition of any permit, require the commercial operator to post a surety bond against such risk. The amount and adequacy of the insurance or bond shall be determined by the City Manager.

7. PERFORMANCE STANDARDS FOR PARTICULAR ACTIVITIES.

If a commercial operator provides two or more of the services set forth below, the commercial operator shall have a permit for each service. In addition to the general standards set out above, each permit or lease for the following described operations shall conform to the following requirements.

7.1 Fueling and Oil Sales.

7.1.1 Fueling Facilities. The commercial operator shall have:

7.1.1.1 Adequate fuel storage facilities of sufficient capacity to accommodate fully loaded interstate fuel transport trucks (10,000 gallons) and suitable pumping equipment for each type of fuel offered. Such fueling facilities shall be located in the Airport fuel farm area unless otherwise authorized by the City Manager;

7.1.1.2 Two fuel-dispensing trucks, a jet fuel truck having a minimum capacity of 1,000 gallons and an aviation gasoline truck having a minimum capacity of 750 gallons. Each truck will be equipped with adequate and appropriate filtering devices and meters. Fuel shall be available in such types and quantities to meet all reasonable demands of the aircraft normally frequenting the Airport. Both jet fuel and aviation gasoline shall be offered.

7.1.2 Hours of Operation. As a minimum, the facility shall be open for business during normal operating hours and periods of increased activity, seven days a week, 52 weeks per year, except Thanksgiving and Christmas.

7.1.3 Required Sign. The commercial operator shall provide the Airport director with a sign meeting specifications set by the Airport Director. In addition to any other information that the Airport Director may request, the sign shall contain the name of the business and a phone number where potential patrons can contact the business.

7.1.4 Required Telephone. The commercial operator shall maintain a published telephone number that is answered 24 hours a day, seven days a week.

7.2 Aircraft Engine and Accessory Maintenance and Repair. The commercial operator must offer air frame power plant and accessory repair for small aircraft (12,500 pounds and under) and must meet all requirements as specified under FAR Parts 43 and 65.

7.2.1 Required Personnel. The commercial operator shall have one qualified full-time mechanic and as many other properly trained personnel as may be required to perform the various maintenance repairs in an efficient manner.

7.2.2 Required Sign. The commercial operator shall provide the Airport director with a sign meeting specifications set by the Airport director. In addition to any other information that the Airport director may request, the sign shall contain the name of the business and a phone number where potential patrons can contact the business.

7.2.3 Required Telephone. The commercial operator shall maintain a published telephone number that is answered 24 hours a day, seven days a week.

7.3 Aircraft Charter and Air Taxi. The commercial operator must be certificated by the FAA under FAR Part 135 with appropriate ratings and certificates.

7.3.1 Required Lot Size. The leasehold shall contain sufficient tie-down or hangar space to accommodate the projected inventory of aircraft.

7.3.2 Required Personnel. The commercial operator must have one person having a current commercial pilot's certificate, who is appropriately rated to conduct the service offered.

7.3.3 Equipment Requirements. The commercial operator must own or lease in writing a minimum of one aircraft with a seating capacity of not less than two persons or one helicopter with a seating capacity of not less than two persons meeting the requirements of the air taxi/air charter certificate held by the commercial operator.

7.3.4 Required Sign. The commercial operator shall provide the Airport director with a sign meeting specifications set by the Airport director. In addition to any other information that the Airport director may request, the sign shall contain the name of the business and a phone number where potential patrons can contact the business.

7.3.5 Required Telephone. The commercial operator shall maintain a published telephone number that is answered 24 hours a day, seven days a week.

7.4 Aircraft Rental.

7.4.1 Required Lot Size. The leasehold shall contain sufficient tie-down or hangar space to accommodate the projected inventory of aircraft.

7.4.2 Required Equipment. The commercial operator must own or lease in writing a minimum of one currently certified aircraft or one currently certified helicopter.

7.4.3 Required Sign. The commercial operator shall provide the Airport director with a sign meeting specifications set by the Airport director. In addition to any other information that the Airport director may request, the sign shall contain the name of the business and a phone number where potential patrons can contact the business.

7.4.4 Required Telephone. The commercial operator shall maintain a published telephone number that is answered 24 hours a day, seven days a week.

7.5 Flight Instruction.

7.5.1 Required Sign. The commercial operator shall provide the Airport director with a sign meeting specifications set by the Airport director. In addition to any other information that the Airport director may request, the sign shall contain the name of the business and a phone number where potential patrons can contact the business.

7.5.2 Required Telephone. The commercial operator shall maintain a published telephone number that is answered 24 hours a day, seven days a week.

8. GROUND TRANSPORTATION SERVICES.

8.1 Authorized Activities. Except for persons licensed under the Roseburg taxi ordinance, any person engaging in a ground transportation activity, including off-Airport car rental agencies, shall obtain a permit to do so from the City Manager.

8.2 Permit Conditions. The City Manager may impose such conditions and requirements on a ground transportation activity permit as the City Manager deems necessary to protect the public interest. Such conditions shall include at a minimum: identification of the vehicles to be used, necessary insurance and required indemnification to the City.

9. APPLICATION FOR PERMIT.

9.1 Application. Applications for Airport permits shall be made on a form prescribed by the City Manager and shall contain such information as the City Manager requires.

9.2 Permit Fee. The application shall be accompanied by a fee set by resolution of the City Council.

9.3 Review of Applications. An application shall be allowed or denied within 45 days after receipt of a complete application. The application may be approved if:

9.3.1 The requested operation is consistent with the Airport Master Plan and relevant provisions of federal, state and local laws and rules.

9.3.2 The requested operation would enhance the health, welfare and safety of users of the Airport. In reviewing an application, the City Manager may consider whether:

9.3.3 The applicant's past or present violation of laws or regulations presents a reasonable doubt about the applicant's ability to conduct activities at the Airport without endangering property or the public's health or safety;

9.3.4 The applicant possesses insufficient skill or expertise to conduct the desired activity;

9.3.5 Allowance of the application will require the expenditure of public funds in connection with the proposed operation;

9.3.6 There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the applicant at the time of application;

9.3.7 Development or use of the area requested by the applicant will unduly interfere physically with existing operations at the Airport;

9.3.8 The applicant has supplied the City with false information or has misrepresented a material fact in the application;

9.3.9 The applicant has defaulted in the performance of any lease, permit or other agreement with the City;

9.3.10 The applicant does not appear to have or have access to the finances necessary to conduct the proposed operation for a minimum period of six months;

9.3.11 The applicant has a history of not paying debts when due;

9.3.12 The applicant is unwilling to execute a permit or lease in the form and containing the provisions required by the City.

Nothing contained herein shall be construed to prohibit the City from granting or denying, for any reason it deems sufficient, an application to do business on the Airport or to use any area of the Airport.

9.4 Action on Application. The City Manager shall issue a written decision approving or denying each application. Approval will be conferred by issuance of a permit. Denial will be by written communication, identifying the reasons for the decision of the City Manager denying the application.

9.5 Charges. The permit shall provide for the periodic payment to the City of a sum based on the following:

9.5.1 The amount charged for such use in the past;

9.5.2 Comparable amounts or rates, if any, charged by other airports;

9.5.3 The amounts paid or benefits given by comparable users of the Airport;

9.5.4 The revenue needs of the Airport and City.

9.6 Operating Agreements. The provisions of Rules 9.1 to 9.5 do not apply to operating agreements for the following commercial operators; use of the airfield shall be allowed for such entities subject to federal and state law and to reasonable conditions for such use imposed in an operating agreement:

9.6.1 Certificated Route Air Carriers, i.e. an air carrier holding a certificate of public convenience and necessity issued by the Oregon Department of Transportation to conduct scheduled services;

9.6.2 Supplemental Air Carriers, i.e., an air carrier holding a certificate of public convenience and necessity issued by the Oregon Department of Transportation authorizing the carrier to perform passenger and cargo charter services supplementing the scheduled service of the Certificated Route Air Carriers;

9.6.3 Aircraft Charter, i.e., the provision of aircraft for hire, with pilot, on an irregular or unscheduled basis in accordance with FAR Part 121, which aircraft has a minimum seating capacity of 60 or more passengers;

9.6.4 Air Commuter Service, i.e., operation of aircraft in accordance with FAR Part 135, providing carriage for persons or property for hire in an aircraft having a

maximum seating capacity of less than 20 passengers or a maximum payload capacity of 6,000 pounds (for interstate transport) or an aircraft having a maximum seating capacity of less than 309 passengers or a maximum payload capacity of less than 7,500 pounds (for intrastate transport), which operation performs at least five round trips per week between two or more points and publishes flight schedules which specify the times, days of the week, and points between which flights are performed.

10. REVOCATION OF PERMIT.

10.1 Grounds for Revocation. Unless otherwise provided in any permit or lease, the City Manager may terminate any lease or revoke any permit upon the happening of any of the following:

10.1.1 Failure of the commercial operator to pay any fee or other charge when due and within seven (7) days after notice from the City of such nonpayment;

10.1.2 Failure of the commercial operator to comply with any provision of these rules or with any provision of the permit within thirty (30) days after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency;

10.1.3 The filing by the commercial operator of a voluntary petition in bankruptcy or the filing of an involuntary petition in bankruptcy against the commercial operator and the failure of the commercial operator to dismiss such proceeding within ninety (90) days after the filing;

10.1.4 The taking of possession of all or substantially all of the commercial operator's assets pursuant to proceedings brought under the provisions of any federal reorganization act and the failure of the commercial operator to secure the return of such assets and the dismissal of such proceedings within ninety (90) days from the date of the taking of such possession;

10.1.5 The appointment of a receiver of all or substantially all of the commercial operator's assets and the failure of the commercial operator to secure the return of its assets and the dismissal of such receivership proceeding within ninety (90) days from the date of such appointment.

10.1.6 The taking of possession of substantially all of the assets of the commercial operator by virtue of any attachment, execution or levy of any judicial process in any action instituted against the commercial operator in any court of competent jurisdiction and the failure of the commercial operator to secure the release of such attachment, execution or levy within ninety (90) days from the date of the taking of such possession;

10.1.7 The assignment by the commercial operator of its assets for the benefit of creditors;

10.1.8 The abandonment or discontinuance of any permitted operation for a period of thirty (30) days unless the discontinuance is approved by the Airport director. Suspension of operation caused by strike or work stoppage shall not be construed as abandonment;

10.1.9 The commercial operator or its agents have intentionally supplied the City with false or misleading information or misrepresentation of any material fact on the application or documents, or in statements to or before the City, or have intentionally failed to make full disclosure on the financial statement or other required documents.

10.2 Notice of Revocation. Upon determining that a ground for revocation of a permit exists, the City Manager shall provide written notice of revocation to the commercial operator. Normally, notice of revocation shall be effective after 15 days. However, if continuance of the lease or permit affords an immediate risk to the public health, welfare or safety, or interferes with another permitted activity at the Airport, the revocation shall be effective when issued.

11. LEASES.

11.1 Application. Application for Airport leases shall be made to the City Manager as provided in Section 3.22.140 of the Roseburg Municipal Code.

11.2 Application Fee. The application shall be accompanied by a fee set by resolution of the City Council.

11.3 Processing Applications. Applications for leases will be processed as required by Section 3.22.160 et. seq. of the Roseburg Municipal Code.

11.4 Rents. Rents shall be set and periodically adjusted by resolution of the City Council as provided in Section 3.22.150 of the Roseburg Municipal Code.

12. PENALTIES.

12.1 Right to Remove.

12.1.1 Ejection From Airport. In addition to any other penalty provided by law, any person who violates these rules or fails to comply with a lawful directive of the City Manager or the Airport director, may be promptly removed or ejected from the Airport by or under the authority of the Airport director.

12.1.2 Ban From Use of Airport. Any person who violates these rules and whose continued presence at the Airport endangers persons or property at the Airport or interferes with public use of the Airport or its efficient operation, may be banned from the Airport by order of the Airport director. Such an order shall be in writing and be immediately effective upon service upon the person. The order shall state the reasons for the ban and the length of time for the deprivation. The affected person may appeal the order to the City Manager by submitting a written appeal within 10 days of the date of the order. The order of the Airport director shall remain in effect during the pendency of any appeal. The decision of the City Manager on the appeal shall be final.

12.1.3 Aircraft Operation Prohibited. In addition to any other penalty provided by law, in the event any person is found by the Airport director to have willfully violated these rules, the Airport director may prohibit the operation at the Airport of the aircraft used in such willful violation for a period of up to six months. As used in this rule, 'willful' means engaging in the same prohibited conduct after receipt of a written notice of either a violation or a conviction for a violation of the same rule. Such a ban shall be by written order and shall be immediately effective upon service to the owner of the aircraft. The aircraft owner may appeal the order to the City Manager by submitting a written appeal within ten days of the date of the order. The order of the Airport director shall remain in effect during the pendency of any appeal. The decision of the City Manager on the appeal shall be final.

12.2 Penalty For Violations. Violation of these rules is made unlawful under Section 3.22.090 of the Roseburg Municipal Code.

12.3 Complaints. Any complaint against any person for violation of these rules shall be submitted to the Airport director in writing and signed by the person submitting the complaint. The complaint shall specify dates, times, and witnesses, if any.

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EXHIBIT "A"

CLASSIFICATION AND EXAMPLES OF FLAMMABLE AND COMBUSTIBLE LIQUIDS AS REGULATED BY RULE 4.16.1.9

Classifications of flammable and combustible liquids:

- Class IA – Flash Point less than 73 degrees F; Boiling point less than 100 degrees F.
- Class IB – Flash Point less than 73 degrees F; Boiling Point equal to or greater than 100 degrees F.
- Class IC – Flash Point equal to or greater than 73 degrees F, but less than 100 degrees F.
- Class II – Flash Point equal to or greater than 100 degrees F, but less than 140 degrees F.
- Class IIIA – Flash Point equal to or greater than 140 degrees F, but less than 200 degrees F.
- Class IIIB – Flash Point equal to or greater than 200 degrees F.

Common examples of flammable and combustible liquids:

- Class I – Diethyl Ether, Ethylene Oxide, some light crude oils
- Class IB – Motor and Aviation Gasoline, Toluene, Lacquers, Lacquer Thinner
- Class II – Diesel Fuel, Paint Thinner
- Class IIIA – Home Heating Oil
- Class IIIB – Cooking Oils, Lubricating Oils, Motor Oil

**ANNEXATION - OPPOSING THE PERMANENT OR TEMPORARY RESTRICTION
ON CITY ANNEXATION AUTHORITY**

Background: On May 9, 2005, the City adopted Resolution No. 2005-10 opposing the permanent or temporary restriction on City annexation authority. The resolution read as follows:

WHEREAS, a number of bills have been proposed to the Oregon State statutes to change or restrict city annexation authority; and

WHEREAS, many of the proposed bills are in response to specific individual situations, but if adopted, could affect all 240 incorporated cities by significantly changing Oregon's annexation laws; and

WHEREAS, the geographical boundaries of local government determine number of important factors, such as which entity collects taxes and at what rate, as well as which entity provides services such as fire, police, sewer, water and road maintenance; and

WHEREAS, the adjustment of boundaries through annexation is one of the most efficient and logical methods of ensuring effective delivery of services and orderly growth while responding to changes in population; and

WHEREAS, annexation is a vital tool in the total comprehensive planning process that leads to sound economic development, enhancement of property values and high service levels at minimum costs;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG;

That the City of Roseburg firmly supports the formation of a legislative interim committee to examine all issues surrounding the annexation process in Oregon, to oppose permanent or temporary blanket annexation preemptions that chill economic development opportunities -and the provision of efficient and cost effective services for the businesses and residents of the City of Roseburg and throughout the state of Oregon.

ANNEXATION POLICY

Background: On February 26, 2006, the Council adopted Resolution No. 2006-04 adopting an annexation policy for the City of Roseburg. The policy was adopted to assist in determining when, where and under what circumstances future annexations to the City should occur. The policy was intended to provide guidance to property owners and residents as decisions on annexations were being deliberated on by Council. The Council determined that applying the policy would result in annexations that would enhance the quality of life, improve the efficiency of City services, protect the environment and promote land use goals. The policy reads as follows:

CITY OF ROSEBURG ANNEXATION POLICY

Over time, an urban level of growth has developed outside the City limits of Roseburg but within the Urban Growth Boundary (UGB) acknowledged by the State of Oregon and Douglas County. In addition, an urban level of growth continues to occur within the City's unincorporated UGB. The City is challenged to determine when, where, and under what circumstances future annexations of these properties will occur. The policies below are intended to provide guidance to property owners and residents as decisions on annexations are being deliberated by the City Council. Carefully applying the policies will result in annexations that will enhance the quality of life, improve the efficiency of services, protect the environment, and promote land use goals.

SECTION A. REASONS FOR ANNEXATION. A well-reasoned, fiscally responsible annexation policy of urban unincorporated UGB lands is necessary for the following reasons:

1. To provide the means for residents immediately outside the City limits who are affected by City decisions to have representation through a City councilor, to serve on City commissions, and to have a more direct voice in City affairs that affect them.
2. To facilitate long-range planning for provision of services by controlling growth within the City of Roseburg UGB.
3. To create opportunities for land adjacent to the existing City limits to receive the benefits of City services now provided to individuals and property owners within the City.
4. To ensure that the City of Roseburg continues to grow and prosper by providing an urban level of services to commercial and industrial lands that can be developed or redeveloped to create family-wage jobs. Business location decisions are often made based on market size. A larger city will be more successful in attracting certain kinds of business.
5. To protect public health, safety, and welfare.

6. To avoid costly duplication of public urban facilities and services by the City and one or more other public agencies.
7. To ensure that residents and businesses outside the City limits who benefit from access to City facilities and services contribute property taxes and other revenues to pay for the costs associated with providing and maintaining those facilities and services they are using.
8. To promote intergovernmental cooperation.

SECTION B. ANNEXATION POLICIES. By state law, the UGB defines the area where an urban level of density and an urban level of services will occur within a region. The UGB also defines the area where the future City limits will be located. Annexation of property within the UGB should only occur if it is consistent with the below listed policies.

1. Annexation Encouraged. Over time, the City of Roseburg shall be the primary provider of municipal water service and other urban services within the UGB, provided the City can offer these services in an efficient and cost-effective manner. Annexation to the City should be encouraged:

- a. For unincorporated areas that are now receiving some City services, are urban in character, or are logically served by the City because of geographic factors such as drainage basins, boundaries, or environmental constraints;
- b. Where the availability of infrastructure and services allows for the development of urban densities.

2. City Initiated Annexation. If the City initiates an annexation, then the City shall analyze the financial impacts of the annexation including a calculation of revenues derived from a proposed annexation and the expenses to provide services in the area to be annexed. City staff shall also analyze the ability of the City and other urban service providers to provide urban services to the areas at a level similar to the rest of the City of Roseburg. Such analysis of impacts and ability to provide City services shall include at least the following:

- a. Financial implications of providing City services to annexed areas at a level that is approximately consistent with the rest of the City;
- b. The method and timing for a phase-in of City services to the area to be annexed;
- c. Consistency with the City's Capital Improvements Plan and utility master plans to provide planned improvements;

- d. Appropriate size of annexation area(s);
- e. Adequacy of intergovernmental agreements necessary for a logical and smooth transition in jurisdictional control;
- f. Property owner and resident support for annexation;
- g. Consistency with the City's Comprehensive Land Use Plan;
- h. Compliance with adopted City goals and annexation policies; and,
- i. Compliance with state law.

3. Full-Range of City Services in Timely Manner. The City shall not initiate annexation proceedings on any property if it cannot provide a full range of City services within approximately a three-year period of time. A full range of City services means a level of urban services approximately similar to that enjoyed by residents currently living in the City of Roseburg.

4. Preference for Annexation Areas. Highest preference for annexation shall be given to those areas that best meet annexation policies and where revenues derived from the annexed areas exceed City expenses. Lowest preference shall be given to those annexation requests that exhibit a negative financial situation for the City of Roseburg or only minimally meet City annexation policies. Fiscal impacts are only one of many criteria to be evaluated, and must be balanced with other annexation policies and goals.

5. Unincorporated Islands. Property that is currently surrounded by land within the City limits (unincorporated islands) shall be discouraged. As soon as practical, the City shall initiate annexation proceedings for such islands. The annexations may be initiated at the request of the Community Development Department, Planning Commission, or the City Council. A public hearing shall be held by the City Council prior to the Council's adoption of an ordinance for annexation of an unincorporated island. Prior to the day of the hearing, the Council will publish notice of the hearing once each week for two successive weeks, and shall cause notices of the hearing to be posted in four public places in the city for a like period. Notification shall be mailed to owners of property within the area proposed for annexation no later than twenty (20) days prior to the public hearing.

6. Properties Now Served by Municipal Water But Located Outside Existing City Limits. Property owners now receiving municipal water service from the City of Roseburg are encouraged to initiate annexation proceedings on their property consistent with these policies.

7. New Consent to Annexation Agreements Prohibited. After Council adoption of a change to Roseburg Municipal Code 5.04.060, no new municipal water service shall be provided unless the property is annexed to the City of Roseburg.

SECTION C. CITY ADMINISTRATION OF ANNEXATIONS. The City will process applications for annexation using the following policies:

1. Appropriate zoning districts should be designated for property in an annexation proposal and should be guided by the adopted comprehensive plan land use designations.

2. Development proposals associated with annexation proposals should require separate review from the annexations.

3. Larger annexations will be encouraged, when appropriate, in order to realize efficiencies in the use of City resources.

4. The City should ensure that property owners and residents in and around the affected area(s) are fully informed of the obligations and requirements that may be imposed upon them as a result of annexation. The City should respond to community initiatives and actively assist owners and residents with initiating and completing the annexation process.

5. The City should take proactive action to help property owners and residents understand and respond to the City's initiation of annexation proceedings that affect them. City staff should consider using survey instruments and other methods to gauge the level of support for annexation in a particular unincorporated area.

6. So long as consistent with state law, City staff are encouraged to be creative in providing incentives and inducements to unincorporated areas to encourage them to be annexed. Such incentives and inducements may include a phase-in of property taxes paid. This incentive is appropriate as there normally is a phase-in of City services to the area annexed. The City Council may, at the time of approval of the annexation, choose to phase-in the City share of property taxes over a three-year period. The out-of-city water fee would also be eliminated through annexation.

SECTION D. ANNEXATION BOUNDARIES. As the City discusses annexation with property owners and as the City reviews annexation requests, the issue of where to establish the annexation boundary will be guided by the following policies:

1. Seek boundaries that readily define City and county jurisdiction and correct any existing inconsistencies of the City's borders with future annexation proposals.

2. The proposed annexation boundary should be defined by the following characteristics:

- a. annexation of territory that is adjacent to the existing City limits; in general, the more land adjacent to the City, the more favorable the annexation;
 - b. inclusion of unincorporated islands and peninsulas;
 - c. use of boundaries that are readily identifiable in the field, such as waterways, ridges, park property, the entire road right-of-way, and railroad right-of-way;
 - d. inclusion/exclusion of an entire neighborhood, rather than dividing portions of the neighborhood between City and county jurisdictions; and
 - e. natural corridors should be identified and included as greenbelts or community separators between the City and adjacent jurisdictions.
3. Existing land uses, development, and redevelopment potential should be considered when evaluating a proposed annexation.
4. Annexation proposals should include areas that allow for the control over land uses along major entrance corridors to the City.

SECTION E. ANNEXATION AND INTERGOVERNMENTAL RELATIONS. Annexation can have both positive and negative impacts on other units of local government. Developing and maintaining a quality relationship with our partners as annexation occurs is important. The City should:

- 1. Actively involve Douglas County staff and elected officials as annexation issues arise.
- 2. Promote a regional approach for development review through the use of intergovernmental agreements to ensure that Douglas County land development policies are consistent with the City of Roseburg Comprehensive Plan policies or other City development standards.
- 3. Coordinate long-range planning and the development of capital improvement programs for transportation, storm water, water services, and other utilities with adjacent jurisdictions, special districts, and Douglas County.
- 4. As the City considers annexation proposals, evaluate natural resources in and around the area of the proposed annexation and consider whether inclusion of those natural resources within the City's boundaries could be beneficial for land use planning and/or conservation of natural resources.
- 5. Pursue Intergovernmental agreements with other urban service providers, consistent with ORS 195.060 through 195.085, to guide the transition from rural to urban levels of service. Discussions should be held with Douglas County, Douglas County Rural First

District #2, Roseburg Urban Sanitary Authority, the Dixonville Water Association, and the Umpqua Basin Water Association.

AUDIENCE PARTICIPATION AT CITY COUNCIL MEETINGS

Background: *The Roseburg City Council welcomes and encourages participation by citizens at all our meetings, with the exception of Executive Sessions which, by state law, are closed to the public. To allow Council to deal with business on the agenda in a timely fashion, we ask that anyone wishing to address the Council follow these simple guidelines:*

Persons addressing the Council must state their name and address for the record, including whether or not they are a resident of the City of Roseburg. All remarks shall be directed to the entire City Council. The Council reserves the right to delay any action requested until they are fully informed on the matter.

TIME LIMITATIONS

With the exception of public hearings, each speaker will be allotted a total of 6 minutes. At the 4-minute mark, a warning bell will sound at which point the Mayor will remind the speaker there are only 2 minutes left. All testimony given shall be new and shall not have been previously presented to Council.

CITIZEN PARTICIPATION – AGENDA ITEMS

Anyone wishing to speak regarding an item on the agenda may do so when Council addresses that item. If you wish to address an item on the Consent Agenda, please raise your hand after the list of Consent Agenda items is read. For other items on the agenda, discussion typically begins with a staff report, followed by questions from Council. If you would like to comment on a particular item, please raise your hand after the Council question period on that item.

CITIZEN PARTICIPATION – NON-AGENDA ITEMS

We also allow the opportunity for citizens to speak to the Council on matters not on this evening's agenda on items of a brief nature. A total of 30 minutes shall be allocated for this portion of the meeting.

If a matter presented to Council is of a complex nature, the Mayor or a majority of Council may:

1. Postpone the public comments to "Good of the Order" after completion of the Council's business agenda, or
2. Schedule the matter for continued discussion at a future Council meeting.

The Mayor and City Council reserve the right to respond to audience comments after the audience participation portion of the meeting has been closed.

CITY COUNTY INSURANCE SERVICES TRUST MEMBERSHIP

Background: On November 28, 2005, the City Council adopted Resolution No. 2005-23 regarding the City's participation in the City County Insurance Services Trust. The resolution read as follows:

WHEREAS, City County Insurance Services Trust (CIS) is a trust established by the League of Oregon Cities (LOC) and Association of Oregon Counties (AOC) to create and administer pooled retention funds to protect members against the financial consequence of property, casualty and workers compensation losses pursuant to coverage agreements;

WHEREAS, CIS provides its Members a broad array of risk management services, including risk financing, loss prevention and loss control programs, claims management and legal representation, risk management consulting, data gathering, information sharing, training and related services;

WHEREAS, the City of Roseburg finds that membership in CIS is a benefit in managing the risks involved in providing services to its citizens;

WHEREAS, the City of Roseburg has been provided with copies of the CIS Trust Agreement, Bylaws and Rules which have been recently updated and revised;

WHEREAS, the CIS Bylaws, at Articles 2.2.2 and 3.3 provide that Articles 2 and 3 of the Bylaws shall constitute a contract between the Member and CIS and that the Member shall adopt a resolution acknowledging that contractual relationship.

NOW, THEREFORE, the City Council of the City of Roseburg (Member) does hereby acknowledge and agree that it has received copies of the CIS Agreement and Declaration of Administrative Trust, Bylaws and Rules and accepts the terms and conditions therein with respect to any CIS coverage programs in which it elects to participate and for which it is accepted as a Member by CIS.

**CITY MANAGER AUTHORITY - INDEMNITY PROVISIONS OF
INTERGOVERNMENTAL AGREEMENTS**

Background: The City of Roseburg from time to time enters into intergovernmental agreements with Douglas County and/or the State of Oregon, in which the City is asked to agree to indemnify the other party under language substantially similar to one or more of the following provisions:

“To the extent permitted by the Oregon Constitution, and within the limits of liability established in the Oregon Tort Claims Act, City shall defend, indemnify and save County/State, its officers, agents, and employees harmless from any and all claims, actions, costs or damages caused by the City”; or

"Both parties shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless each other, their officers and employees from any and all claims, suits, and liabilities which may occur in their respective performance of this Agreement"; and

It is in the City's interest for the City Manager to enter into such intergovernmental agreements including such indemnity provisions; therefore on August 14, 2006, the Council adopted Resolution #2006-19, which stated:

1. The City Council directs and hereby delegates authority to the City Manager to enter into such agreement provisions as set forth above and provisions substantially similar thereto, when contained in agreements which the City Manager is otherwise prepared to enter into on behalf of the City; and the City Council hereby ratifies all such provisions heretofore entered into.

CITY MANAGER AUTHORITY – NON-UNION PERSONNEL MATTERS

Background: The City's Personnel Policies were originally approved by the City Council via the adoption of Resolution #81-18 on March 23, 1981. Since the 1982 Charter, amendments and revisions to the Personnel Policies were taken to Council for approval. In 2007, it was determined that the City Manager's authority over non-union personnel matters needed to be clarified and that the sections of the Personnel Rules that referred to Council approval should be amended. To resolve the matter, on April 23, 2007, the City Council adopted Resolution #2007-6 which recited the following and made the noted changes to the City of Roseburg Personnel Policies as well as the Employee Handbook for employees not covered under a collective bargaining agreement:

WHEREAS, the City of Roseburg Personnel Policies were originally approved by the City Council through the adoption of Resolution #81-18 on March 23, 1981; and

WHEREAS, Section 4.3 of the 1982 Charter of the City of Roseburg as approved by the voters, authorized the City Manager to generally supervise and control the employing, disciplining, discharging, assigning duties to and accounting for performances of all City employees (except for Municipal court judges) and to organize, disband or reorganize departments of the City; and

WHEREAS, Section 4.5 of said Charter further states that no Councilor nor Mayor may influence, or attempt to influence the City Manager in personnel decisions, exact any promise relative to any personnel decision by the City Manager or discuss with the City Manager any personnel decision of the City; and

WHEREAS, since the adoption of the 1982 Charter, irrespective of the above cited provisions of the City Charter, amendments and revisions to the City of Roseburg Personnel Policies, as well as the original approval and subsequent amendments to the City of Roseburg Employee Handbook, have been presented to the City Council for formal approval; and

WHEREAS, it has been deemed in the best interest of the City to delete any reference to City Council influence over the City of Roseburg Personnel Policies and Employee Handbook within said documents in order to further validate the City Manager's authority over such matters and avoid conflict with the provisions of the City Charter; and to adopt a Council policy statement relating to such matters;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE ROSEBURG CITY COUNCIL AS FOLLOWS:

SECTION 1. Paragraph 2 of Section 2.2 of the City of Roseburg Personnel Policies shall be amended to read as follows:

"The City Manager specifically reserves the right to repeal, modify or amend these policies at any time with or without notice. None of these provisions will be deemed to create a vested contractual right of any employee not to limit the power of the City Manager to repeal or modify these rules, neither shall these changes be made in a form contrary to established governing rules and laws relating to existing conditions/situations. "

SECTION 2. Paragraph 1 of Section 3.3 of the City of Roseburg Personnel Policies shall be amended to read as follows:

"A Department Head may request City Manager approval to create a new position in their department. After City Manager approval of the position, the Department Head will send to or describe to the Human Resource Director a detailed description of the duties and responsibilities of the position and a statement of the suggested qualifications for the position. After reviewing this information, the Human Resource Director shall compose a job description and may allocate the position to an existing class or, if there is no appropriate class, prepare a new class specification. This new class specification, along with minimum and maximum salary levels will be submitted to the City Manager for consideration and approval of salary range."

SECTION 3. Paragraph 1 of Section 3.5 of the City of Roseburg Personnel Policies shall be amended to read as follows:

"The City Manager or Human Resource Director, when directed by the City Manager, is responsible for maintaining the classification plan through periodic review. Based on these reviews, the City Manager may establish new classes or make revisions to current classes."

SECTION 4. Section 1.2 "Disclaimer" of the City of Roseburg Employee Handbook for Non-Represented Employees shall be amended to read as follows:

"The City Manager specifically reserves the right to repeal, modify or amend these policies at any time with or without notice. Except for the instances specifically stating otherwise, none of these provisions will be deemed to create a vested contractual right in any employee or to limit the power of the City Manager to repeal or modify these rules. "

SECTION 5. Section 1.3 "Employee Status" of the City of Roseburg Employee Handbook shall be amended to read as follows:

"All employees covered by this manual shall serve at the pleasure of the City Manager. Although such employment relationship does not provide any property right to employees, it is the policy of the City that all employees shall be afforded due process prior to any discipline greater than a written warning or reprimand being imposed. "

SECTION 6. Paragraph 1 of Section 3.2 of the City of Roseburg Employee Handbook shall be amended to read as follows:

"The City Manager will implement a pay plan covering all classes of positions, including the minimum and maximum rates of pay and such intermediate rates as are appropriate (salary ranges)."

SECTION 7. Paragraph 2 of Section 6.1 of the City of Roseburg Employee Handbook shall be amended to read as follows:

Any days so designated by the President of the United States, by the Governor of the State of Oregon or by the City Manager may be observed as a "Special Day", but without numeration unless the same is worked and then paid at the normal hourly rate."

SECTION 8. Paragraph 3 of Section 6.7 of the City of Roseburg Employee Handbook shall be amended to read as follows:

"Vacation leave shall accrue on a monthly basis as follows:"

SECTION 9. Section 8.1 "Employee Status" of the City of Roseburg Employee Handbook shall be amended to read as follows:

"All employees covered by this manual shall serve at the pleasure of the City Manager. Although such employment relationship does not provide any property right to employees, it is the policy of the City that all employees shall be afforded due process prior to discipline greater than a written warning or reprimand being imposed. "

SECTION 10. Wherein Section 10.1 "Roles" of the City of Roseburg Employee Handbook sets forth the roles of members of the "negotiating team" during contract negotiations, mediation and arbitration, which functions do not apply to any employee covered by said Handbook as all are non-represented employees, Section 10.1 of the City of Roseburg Employee Handbook is hereby deleted in its entirety.

SECTION 11. The Council hereby adopts the following policy statement relating to the matters contained within this resolution:

11.1 Council recognizes the Charter authority of the City Manager to effectively manage City operations, including those issues related to personnel management. It is the policy of the City of Roseburg that the City Manager shall be fully responsible for the existence, retention, management and compensation of City employees not otherwise covered by a collective bargaining agreement, within budgetary constraints and guidelines. Any written policies in regard to these matters will be available to all subject employees and the terms and conditions of all policies and procedures will be applied to all subject employees

and departments. The City Manager shall provide a compensation plan based on the following:

- 11.1.1 Strict adherence to the City budget.
- 11.1.2 Consideration for the performance and job responsibilities of the incumbents in the City job classifications.
- 11.1.3 An unbiased salary survey, conducted at least every five years, which takes into account cities in Oregon of a similar size, service population, actual population and financial condition. Staff may assist in the salary survey project as assigned by the City Manager, but final approval and authority for the compensation plan will be made by the City Manager.
- 11.1.4 Places the City of Roseburg at the median quadrant range of the markets surveyed.
- 11.1.5 Provides for rare and verifiable difficulties in filling positions that have demonstrated a difficulty in finding appropriately qualified employees.
- 11.1.6 Provides for fluctuations in the cost of living based on the Salem-Portland CPI-U index.
- 11.1.7 Limits increases for employees at the top step of their classification range to 5 percent per budget year.
- 11.1.8 Seeks Council approval on a salary increase to anyone individual employee when due to reclassification of their position, step increase, cost of living adjustment, extraordinary job performance, or a combination thereof, the increase would exceed 15% during one budget year
- 11.1.9 Is applied to all subject employees and departments and cannot be altered by individual managers.

SECTION 12. This resolution shall become effective immediately upon approval by the City Council; all Council resolutions relating to the City of Roseburg Personnel Policies and/or the City of Roseburg Employee Handbook that may have been adopted by the City Council prior to the adoption of this resolution are hereby rescinded and the City Manager's authority to manage all personnel matters for City employees not covered by a collective bargaining agreement, including the production of such personnel related publications mentioned herein, is hereby formally confirmed.

CITY MANAGER AUTHORITY – URBAN RENEWAL

Background: On June 13, 2005, the City Council adopted Resolution No. 2005-11 authorizing the City Manager to execute a cooperation agreement between the City and the City of Roseburg Urban Renewal Agency; the resolution read as follows:

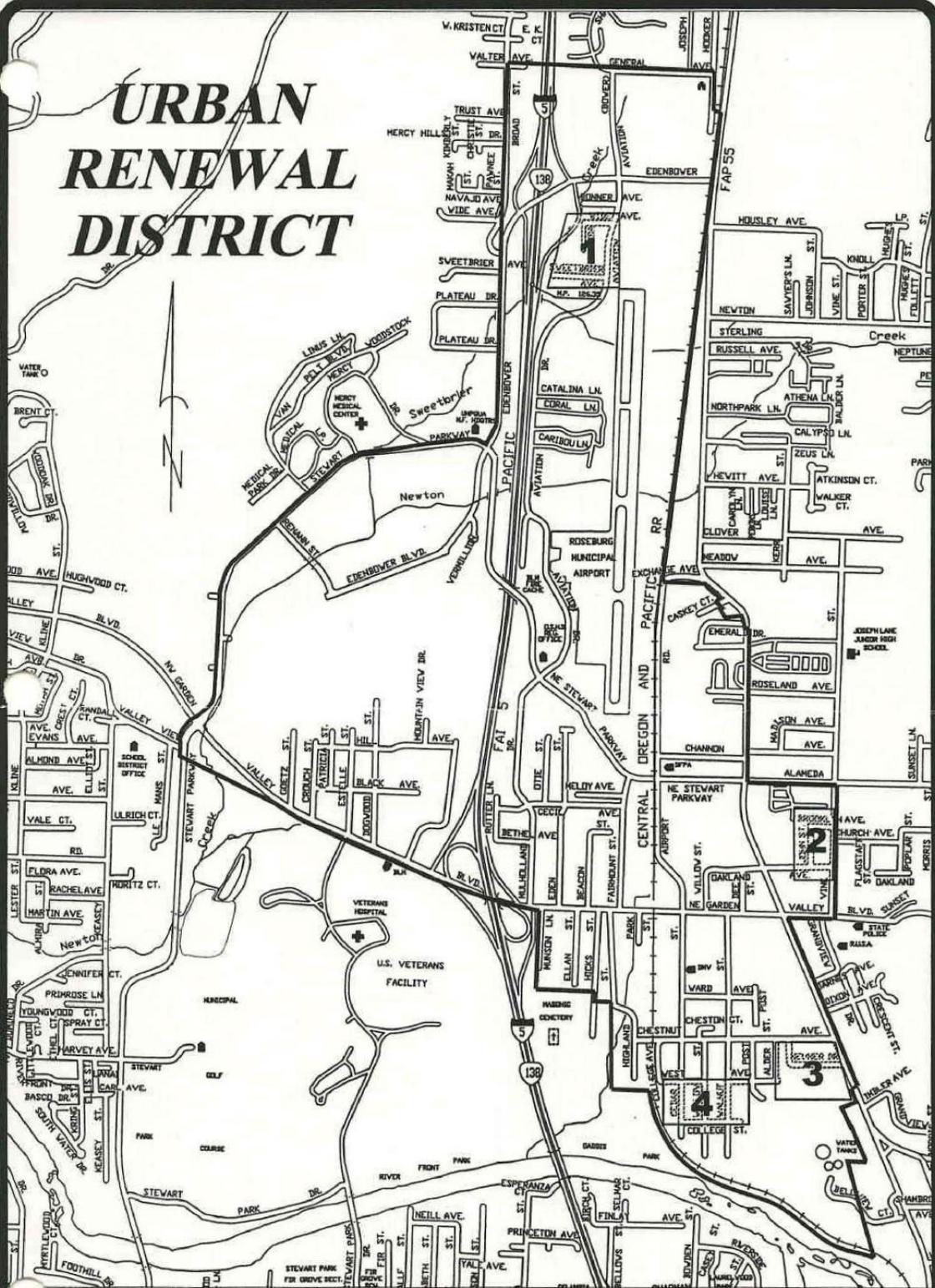
CITY OF ROSEBURG URBAN RENEWAL AGENCY FINDINGS:

- A.** The City of Roseburg adopted the North Roseburg Urban Renewal Plan in August, 1989.
- B.** The City and the Urban Renewal Agency have been cooperating on the implementation of the plan for the past 15 years.
- C.** The City and the Urban Renewal Agency are considering restructuring of the urban renewal plan boundary and the urban renewal plan to better serve the city.
- D.** It is appropriate to reconfirm the understandings, agreements, and obligations of both parties through a Cooperation Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG:

Section 1. The above findings are hereby adopted and the City Manager is hereby authorized to execute the Cooperation Agreement on behalf of the City of Roseburg.

URBAN RENEWAL DISTRICT



**Target Redevelopment
Areas Jan 2001**



REVISIONS		CITY OF ROSEBURG PUBLIC WORKS DEPARTMENT URBAN RENEWAL DISTRICT		
NO.	DATE	CHRIS S. BERQUIST, DIRECTOR		
APPROVED	RECOMMENDED	DATE: 11/14/97	SCALE: N.T.S.	FILE: URBAN_DST.DWG

COOPERATION AGREEMENT

THIS AGREEMENT is effective as of June 13, 2005, by and between the CITY OF ROSEBURG ("City"), and the ROSEBURG URBAN RENEWAL AGENCY, the Urban Renewal Agency of the City of Roseburg, Oregon, a public body created pursuant to ORS Chapter 457 ("Agency").

RECITALS:

A. ORS Chapter 457 provides that the Agency may prepare and undertake urban renewal projects and activities ("Project" or "Projects") pursuant to an urban renewal plan known as the North Roseburg Urban Renewal Plan, dated August 7, 1989 (the "Plan").

B. Such Plan provides for Projects authorized by ORS Chapter 457 and has been reviewed and approved by the City Planning Commission and by the City Council of the City of Roseburg.

C. The Plan provides for undertaking Projects by the Agency in the Project Area to eliminate and check the expansion of blight and deterioration, all in accordance with the Plan.

D. The elimination of the condition of blight and deterioration by the Agency with financial assistance from various sources, including tax increment financing, is necessary for the protection and preservation of the public health safety, morals and welfare of the residents of the community. The elimination of the conditions of blight and deterioration by the Agency in carrying out the Projects is in the public interest.

E. In order for the Agency to effectuate the Plan and to undertake and carry out the Projects, the Agency has and is receiving tax increment funds as authorized in ORS Chapter 457. These funds have been and are needed to defray a substantial portion of the Project costs. It is in the best interest of the City to cooperate with the Agency in carrying out such Projects to remove deleterious conditions in the Project Area and for the Project Area to be revitalized in accordance with sound practical planning objectives. Such improvements will increase tax revenues from the Project Area and will contribute materially to the well-being, progress and development of the community as a whole.

F. This Cooperation Agreement between the City and the Agency is intended to include the obligations of the parties in carrying out the Plan and shall be binding upon the parties until completion of the Plan, unless it is amended or otherwise terminated by the parties in writing.

G. This Agreement contains the understandings and agreements under which the governing body of the City approved and the Agency undertook to carry out the Plan as

provided in ORS Chapter 457 and is intended by the parties to be retroactively effective as of the date of approval of the Plan. The parties have been carrying out the Plan in accordance with the terms of this Cooperation Agreement.

NOW, THEREFORE, pursuant to the provisions of Chapter 457 and Chapter 190 of the Oregon Revised Statutes, and in consideration of the benefits to accrue to the City, the community and the citizens from such Projects, and the covenants herein set forth, the City and the Agency do agree as follows:

Section 1. The Agency covenants and agrees with the City that it will carry out the Plan and undertake the Projects and activities as provided in the Plan as approved or amended pursuant to statute in accordance with the terms of the Plan. In connection therewith, the Agency agrees to use its best efforts to obtain the financing necessary to carry out the Plan and to use such financing in carrying out the Plan. Such financing shall include tax increment funds as provided for in ORS Chapter 457 and in the Plan and such other funds as may become available to the Agency for carrying out the Plan including federal, state or local funds obtained by the Agency or the City for Projects provided for in the Plan. The Agency agrees to provide the local matching share for funds obtained from such source for any such Projects to the extent such Projects serve and benefit the Project Area and may establish reserve accounts for such purpose. The Agency agrees and pledges to pay for or reimburse the City from available funds for any services or work provided by the City pursuant to this Agreement. The Agency further pledges and agrees the financing of the Project and activities shall be in accordance with the financial plan and schedule agreed to by the parties as it may be amended from time-to-time by the Agency or as agreed to by the City, but the tax increment financing portion of the finances shall not exceed the maximum indebtedness as defined in ORS Chapter 457. The Agency or the City may amend or modify the financial plan and schedule as required from time-to-time. This financial obligation of the Agency to City to obtain the funds for financing the Project and activities and to reimburse City for provided Services shall constitute an indebtedness of the Agency to City which shall continue until completion or other termination of the Plan. This indebtedness shall, however, be subordinate to any loans obtained by or bonds issued by the Agency for purposes of financing the Plan and to be utilized for the same purpose but shall not otherwise change the obligations of the Agency to City under this Agreement.

Section 2. The City covenants and agrees to provide the services provided for in this Agreement, to exercise its power as necessary to carry out the Plan, to accept and operate the facilities as provided in this Agreement and to cooperate with the Agency in order to undertake and complete the Projects as provided in this Plan. The City will use its best efforts to obtain the federal, state or local funds required to undertake the Projects provided for in the Plan and may obligate itself for any local matching funds which may be required from the tax increment funds of the Agency or other funds obtained and reserved by the Agency for such purpose. The City shall not be required to provide services or undertake activities in the event Agency does not have available funds for such purposes.

Section 3. In order to assist the Agency in undertaking the Projects and activities provided for under the Plan, the City agrees to provide, upon request of the Agency, and subject to statutory, constitutional and budgetary constraints, planning, administrative, legal, engineering and other services required in carrying out the Plan for assisting private and public development including public improvements within the Project Area. The City and the Agency shall agree upon a time schedule for carrying out the Projects provided for in the Plan. For purposes of this Agreement, the term "Services" includes labor, materials and equipment.

Section 4. The City agrees to act, when appropriate, upon request of the Agency, as the agent for the Agency for purposes of forming any necessary local improvement districts, letting of bids, assessments, and all other usual and necessary activities normally performed by the City with reference to public improvement projects in the City.

Section 5. The Agency agrees to reimburse the City for Services rendered or funds advanced by the City under this Agreement in an amount equal to the actual costs incurred by the City in furnishing such services or advancing such funds. The City agrees to maintain such records and to furnish its itemized statements of costs as may be reasonably required by the Agency. The Agency may, at any reasonable time upon reasonable notice, inspect and audit the books and records of the City regarding matters within the purview of this Agreement.

Section 6. The City agrees to exercise its powers under the law to facilitate the carrying out of the Plan at no cost to the Agency, except the Agency shall pay all required City fees and charges. Upon the Agency's request, the City agrees, to institute proceedings, to vacate, or cause to be vacated, all streets, roads, alleys, and other public ways that need to be eliminated in preparing the Project Area for its new uses as shown in the Plan.

Section 7. The Agency agrees with respect to those lands in the Project Area designated for reuse as streets, roads, alleys and sidewalks and other public ways by the Plan, to dedicate such land and improvements to street and other purposes. The Agency further agrees that, if necessary or desirable, it will convey to the City, if so requested, free of charge any land so designated. This does not include land acquired or held by the Agency for purposes of redevelopment. The City further agrees to accept or cause to be accepted all grants or easements necessary for the use of the Project Area in accordance with the Plan.

Section 8. The City agrees that it will maintain in good repair and working order or cause to be so maintained, all public improvements in the Project Area constructed, installed or reconstructed, either by the City or the Agency for such time as the improvements are so used by the public subject to statutory, constitutional and budgetary constraints, and in a manner and at such times as so not to unreasonably

interfere with access to retail and commercial development in the Project Area. The City further agrees that it will furnish or cause to be furnished, all necessary and proper public services in the same manner as is provided to the rest of the City.

Section 9. Nothing in this Agreement is intended to obligate the City to operate and maintain any Project or improvement built or constructed pursuant to the Plan over which any other governmental or private entity has jurisdiction or control.

Section 10. This Agreement incorporates the procedures, practices, and understandings which have previously been followed by the parties and the parties agree that such procedures, practices and understandings shall continue until the completion of all Projects and activities under the Plan.

Section 11. The terms used herein shall have the same meaning as those contained in the Plan or in ORS Chapter 457.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate pursuant to approval by each of the parties signatory hereto.

CITY MANAGER'S ANNUAL PERFORMANCE EVALUATION PROCESS

Background: In 2005, the City Council determined a need to adopt a process to be followed for the City Manager's Annual Performance Evaluation. The process was slightly amended again in 2008 and the Council agreed it should be affirmed each year prior to starting the process. The following summarizes the process involved:

First Meeting in October:

The City Manager will present a report on the accomplishments of Council Goals and Objectives adopted by the City Council.

Mid-October:

The City Manager will prepare a self-evaluation and distribute it to the Mayor and Council.

Late October/Early November:

The Mayor and City Councilors meet one-on-one with the City Manager to discuss his performance during the past year. The City Manager and the Mayor/Councilor discuss the self-evaluation and other performance issues during the one-on-one meetings.

Mid-November:

The Mayor and Councilors complete an appraisal form (as approved by the Council) and submit it to the Council President in sufficient time for the information to be consolidated into one report for inclusion in the City Council agenda packet for the second meeting in November.

Second Meeting in November:

The City Manager's performance appraisal is conducted. The City Manager has the right to choose whether this shall be done in open session or in executive session.

First Meeting in December:

The City Manager returns to Council with a summary of what was heard during the appraisal process and what goals the Manager will set for him/herself for the coming year.

The City Council adopted an appraisal form with six major elements:

- A.** Council Goals and Service Delivery
- B.** Mayor and Council Support
- C.** Leadership and General Management
- D.** Community and Citizen Relations
- E.** Department Operations
- F.** Financial Management

The form uses a 1 to 5 rating system for indicators under each Element, with 1 meaning “Very Dissatisfied” and 5 meaning “Very Satisfied.” If the Council wants to amend the appraisal elements (elements versus process), a public hearing must be held to allow citizens an opportunity for input on the elements that should be considered for City Manager performance.

The appraisal form and instructions for its completion are included on the following pages:

ROSEBURG CITY MANAGER -PERFORMANCE APPRAISAL FORM

Appraisal Due to City Council President: _____

Reviewer: _____

Review Period: January through December, _____.

INSTRUCTIONS

Using a five point scale, rate the City Manager’s performance for each of the indicators listed below each performance category on the following pages. Place an X below the number that best describes your assessment of performance on each indicator. A “1” indicates that you are very dissatisfied with the Manager’s performance. A “5” indicates that you are very satisfied with the Manager’s performance. Numbers 2, 3 and 4 should be used as a sliding scale to indicate your degree of satisfaction or dissatisfaction along the rating continuum if it doesn’t fall into either end of the scale. If you do not have enough information to evaluate one of the indicators, either don’t rate it or write NA to the left of the number.

Next, give an overall rating for the performance category using the 5 point rating scale again, by placing the number that best describes your overall level of satisfaction for the rating category on the line at the top right hand corner of each page.

Note that the overall rating for a category is subjective for each rater as one rater may decide that different indicators carry more or less weight toward the overall rating of a category than another rater. The context for each rater’s overall rating of a category will be discussed during the evaluation work session. Use the blank space on each page to give examples that support your ratings of the individual performance indicators and your rating of the overall category.

1 - Very Dissatisfied

Work at this level suggests serious performance problems. The employee must make substantial improvement or be subject to appropriate disciplinary action, which may include termination.

5 - Very Satisfied

Performance at this level is characterized by overall successful performance in the element with special contributions in a significant number of areas that add value beyond what would be considered satisfactory performance. Examples include: innovative approaches to work; efficiency gains, significant contributions to improvement of department practices, processes, work team or community relationships.

Element A: Council Goals and Service Delivery

Overall Rating _____

1=Very Dissatisfied-----5=Very Satisfied

1	2	3	4	5	Indicators
—	—	—	—	—	1. Are Council decisions implemented in a way that reflects Council intent and direction?
—	—	—	—	—	2. Do Department Heads effectively respond to Council Goals, Action Priorities and Council directives?
—	—	—	—	—	4. Does the Manager make tough decisions with sensitivity to political realities?
—	—	—	—	—	5. Is the City perceived as progressive and efficient by the community?
					6. For each Council Goal listed below, is there good progress toward reaching the goal? (Consult the Council Goals results memo at Attachment A.)
—	—	—	—	—	A. Growth - Manage growth for the benefit of the community.
—	—	—	—	—	B. Financial Condition - Ensure adequate and stable financing of City services.
—	—	—	—	—	C. Meet Community Needs - Provide infrastructure, facilities, and services to meet community needs.
—	—	—	—	—	D. Stewardship of City Assets - Ensure protection of current City assets and plan for future needs.
—	—	—	—	—	E. Citizen Participation - Support and enhance citizen participation.

Please submit comments including examples of past performance to support your appraisal:

Element B: Mayor and Council Support

Overall Rating _____

1=Very Dissatisfied-----5=Very Satisfied

1	2	3	4	5	Indicators
–	–	–	–	–	1. Does the Manager develop an adequate range of clear options and recommendations for Council consideration?
–	–	–	–	–	2. Does the Manager seek advice and direction on key issues from Mayor and Council?
–	–	–	–	–	3. Does the Manager build positive working relationships with individual Councilors?
–	–	–	–	–	4. Do Councilors have equal influence with the Manager?
–	–	–	–	–	5. Is Council kept informed of critical issues in a timely manner?
–	–	–	–	–	6. Does the Manager’s staff provide timely and effective support to Council?
–	–	–	–	–	7. Does the Manager choose appropriate and timely items when setting Council agendas?
–	–	–	–	–	8. Are the Manager’s oral and written communications comprehensive and understandable?
–	–	–	–	–	9. Is the Manager receptive to constructive criticism and advice without being defensive?
–	–	–	–	–	10. Are Council information requests followed-up in a timely manner?

Please submit comments including examples of past performance to support your appraisal:

Element C: Leadership and General Management

Overall Rating _____

1=Very Dissatisfied-----5=Very Satisfied

1	2	3	4	5	Indicators
-	-	-	-	-	1. Does the Manager facilitate an on-going leadership partnership between elected officials and Department Heads?
-	-	-	-	-	2. Does the Manager inform and consult Council about anticipated changes?
-	-	-	-	-	3. Does the Manager take a long-term view and initiate and manage organizational change for the future; build the vision with others; spot opportunities to move the organization towards the vision?
-	-	-	-	-	4. Does the Manager evaluate City organization, operations and programs and explore new methods for conducting City business and enhancing City effectiveness?
-	-	-	-	-	5. Does the Manager actively promote, support and champion efforts to involve mid-level managers in city management issues?

Please submit comments including examples of performance to support your appraisal

Element D: Community and Citizen Relations

Overall Rating _____

1=Very Dissatisfied-----5=Very Satisfied

1	2	3	4	5	Indicators
–	–	–	–	–	1. Is the Manager a coalition builder, who works with the community to develop partnerships?
–	–	–	–	–	2. Are the City and City Council represented by the Manager in a professional manner?
–	–	–	–	–	3. Does the Manager develop and maintain positive relationships with Roseburg customers/citizens, community and public interest groups?
–	–	–	–	–	4. Is the Manager a visible presence in the community, developing personal credibility and trust with citizens?
–	–	–	–	–	5. Are there ongoing, informed dialogues with the community on critical issues?
–	–	–	–	–	6. Are citizens listened to and helped to understand City government and what is possible?
–	–	–	–	–	7. Is the City organization open and available to the public?

Please submit comments including examples of performance to support your appraisal:

Element E: Department Operations

Overall Rating _____

1=Very Dissatisfied-----5=Very Satisfied

1 2 3 4 5

Indicators

-	-	-	-	-	1.	Is the Finance and Management Services Department effective and meeting community needs? (Finance, Information Technology Division and Municipal Court)
-	-	-	-	-	2.	Is the Community Development Department effective and meeting community needs? (Planning Division and Building Division)
-	-	-	-	-	3.	Is the Fire Department effective and meeting community needs?
-	-	-	-	-	4.	Is the City Manager’s Office effective and meeting community needs? (City Manager, City Recorder, and Human Resources)
-	-	-	-	-	5.	Is the Parks and Recreation Department effective and meeting community needs?
-	-	-	-	-	6.	Is the Public Works Department effective and meeting community needs? (Building Maintenance, Street Lights, Storm Drainage, Airport, Water Service)
-	-	-	-	-	7.	Is the Police Department effective and meeting community needs?

Please submit comments including examples of performance to support your appraisal:

Element F: Financial Management

Overall Rating _____

1=Very Dissatisfied-----5=Very Satisfied

1	2	3	4	5	Indicators
–	–	–	–	–	1. Does the Manager develop financial plans that allow City Council to anticipate and respond to changes in the City’s finances?
–	–	–	–	–	2. Do the budgets developed by the Manager reflect Council priorities?
–	–	–	–	–	3. Does the Manager ensure that the City budget is based on a sustainable service and funding strategy so that ongoing expenses are supported by ongoing revenue?
–	–	–	–	–	4. Does the Manager control expenditures in accordance with approved budgets?
–	–	–	–	–	5. Does the Manager ensure that City financial matters are clear and available to the public?

Please submit comments including examples of performance to support your appraisal:

Instructions: Use this grid to record your overall ratings from each of the performance categories on the previous pages by placing an X in the appropriate column. Summarize your overall performance rating for the City Manager by placing a 1, 2, 3, 4 or 5 on the line provided at the bottom of the grid. Once again, note that the overall rating for the entire evaluation is subjective for each rater as one rater may decide that different performance categories carry more or less weight toward the overall performance rating than another rater. The context for each rater's overall rating of the City Manager will be discussed during the evaluation work session.

Summary Scores for Each Element

1=Very Dissatisfied-----5=Very

Satisfied

	Performance Standard	1	2	3	4	5
A	Council Goals and Service Delivery					
B	Mayor and Council Support					
C	Leadership and General Management					
D	Community and Citizen Relations					
E	Department Operations					
F	Financial Management					

Overall rating for City Manager for this review period: _____

Goals, Objectives and General Comments:

- What are the Manager's most important strengths in performing his job?

- In what areas do you believe the Manager should improve his performance or skills?

- Are there any specific goals and objectives you would like to set for the Manager for the coming year?

- Do you have any additional comments about the Manager's performance over the past year or expectations for the coming year?

DEFERRED COMPENSATION PLAN FOR CITY EMPLOYEES

Background: On August 10, 1981, the City Council adopted Resolution No. 81-47 authorizing a deferred compensation plan for City employees which allowed any City employee who was a member of the Public Employees Retirement System to enter into an agreement with the City wherein certain amounts from the employees' salaries could be placed in a savings account through use of City funds deposited with appropriate agencies as deferred compensation accounts for those employees. The agreement read as follows:

ARTICLE I - INTRODUCTION

City of Roseburg ("Employer") hereby establishes City of Roseburg Deferred Compensation ("Plan") pursuant to Section 457 of the Internal Revenue Code of 1986, as amended ("Code"). The purpose of the Plan is to attract and retain certain individuals by permitting them to enter into agreements with the Employer which will provide for the payment of deferred compensation on retirement or separation from service as well as death benefits in the event of death before or after retirement.

Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement for services between the Participant and the Employer nor shall it be deemed to give a Participant any right to be retained in the employ of, or under contract to, the Employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between a Participant and the Employer as this Plan is intended to be a supplement thereto.

ARTICLE II - DEFINITIONS

2.01 Compensation. The total annual remuneration for employment or contracted services payable by the Employer that would be included in the federal gross income of the Participant but for the Participant's election to participate in the Plan.

2.02 Includible Compensation. That amount of Compensation includible in the Participant's federal gross income, reduced both by amounts of Compensation deferred under this Plan or any other plan or arrangement pursuant to Section 457 of the Code or otherwise, and also reduced by the following:

1. employee salary reduction contributions to a 401(k) plan, simplified employee pension plan or cafeteria plan;
2. employee contributions which are picked up by the employer pursuant to Code Section 414(h); and
3. amounts contributed by the Employer to an annuity contract described in Section 403(b) of the Code; without regard to any community property laws.

2.03 Deferred Compensation. The amount of Compensation not yet earned as designated in the Participation Agreement which is made a part hereof which the

Participant and the Employer mutually agree shall be deferred in accordance with the provisions of this Plan, subject to the following limitations:

a. Normal Limitation. The maximum amount that may be deferred under this Plan for a Participant's taxable year (except, as provided in paragraph 2.3(b)) is the lesser of \$7,500 or 33 1/3% of the Participant's Includible Compensation For a Participant in more than one 457 plan, the maximum amount that may be deferred for such Participant's taxable year is \$7,500 (as modified by 2.03(b) below). In applying this limit, a reduction must be made for any amounts excluded under 403(b) for the year and salary deferrals for the year under a 401(k) plan or a simplified pension plan.

b. Catch-up Limitation. Felt" each one of the Participant's last three taxable years ending prior to but not including the year of such Participant's Normal Retirement Age, as elected by the Participant pursuant to or otherwise defined in Section 2.04, the limitation set forth in paragraph 2.03(a) shall be the lesser of;

1. \$15,000; or
2. the sum of the Normal Limitation set forth in paragraph 2.03(a), plus so much of the Normal Limitation which has been underutilized in all prior taxable years since January 1, 1979 or since plan inception date, if later.

c. For purposes of paragraph (b), a prior taxable year can be taken into account:

1. if the Participant was eligible to participate in the plan or any similar prior plan of the same Employer at another employer in the same state during any portion of any prior taxable year since January 1, 1979; and
2. if the compensation deferred if any under such plan or the Plan during such prior taxable years was subject to a maximum deferral limitation as required by Section 457 of the Code.

A Participant may elect to utilize the Catch-up Limitation once in this plan or any other similar plan notwithstanding the fact that the Participant utilizes the Catch-up Limitation in less than all of the three eligible years.

2.04 Normal Retirement Age. For purposes of the Catch-up Limitation under Section 2.03(b), the Normal Retirement Age shall be age 70½, unless, another Normal Retirement Age is elected in writing by the Participant. In selecting an alternate Normal Retirement Age, a Participant can choose any age which is:

1. not earlier than the earliest age at which the Participant has the right to retire and receive unreduced retirement benefits from the retire and receive unreduced retirement benefits from the Employer's basis pension plan; and
2. not later than the date the Participant attains age 70½ .

Notwithstanding the above, a Participant who continues in the service of the Employer after age 70½ and has not utilized the Catch-up Limitation may elect a later Normal Retirement Age. Any such age elected, however, may not be later than the Participant's actual date of Separation from Service with the Employer.

2.05 Separation from Service. The severance of the Participant's employment, employment contract or agreement for services with the Employer whereby the Participant thereafter is not providing services to the Employer.

2.06 Beneficiary. Beneficiary or Beneficiaries of certain benefits of the Plan designated by the Participant in the Participation Agreement. Nothing herein shall prevent the Participant from designating more than one Beneficiary or primary and secondary Beneficiaries or changing the designation of a Beneficiary. If two or more or less than all designated Beneficiaries survive the Participant payments shall be made equally to all such Beneficiaries, unless otherwise provided in the Beneficiary designation. Elections made by a Participant in the Participation Agreement shall be binding on any such Beneficiary or Beneficiaries except for the right of a Beneficiary as provided in Section 6.04. Upon the death of the Participant, the Employer will be responsible for notifying the Designated Institution of the Beneficiary entitled to payments under the Plan. It will not be the responsibility of the Designated Institution to determine the Beneficiary hereunder.

2.07 Eligible Individual. Any individual employee of the Employer or any individual performing services for the Employer by appointment, election or contract, who performs services for the Employer for which Compensation is paid and who meets the criteria set forth in Section 4.01.

2.08 Participant. Any Eligible Individual who fulfills the eligibility and enrollment requirements of Article IV.

2.09 Participation Agreement. A written agreement between the Employer and a Participant setting forth certain provisions and elections relative to the Plan, establishing the amount of Deferred Compensation and the manner' and method of paying benefits under the Plan, incorporating the terms and conditions of the plan and establishing the Participant's participation in the plan.

2.10 Plan Year. The calendar year.

2.11 Approved Institution. Any organization that has been approved by the Employer to provide services or Investment Product(s) to the Employer under the Plan.

2.12 Investment Product. Any products issued by or obtained from an Approved Institution for the purpose of satisfying the Employer's obligations under the plan.

2.13 Designated Institution. As designated by a Participant in the Participation Agreement, any Approved Institution whose Investment Product is used for purposes of measuring the benefits due that Participant pursuant to the plan.

2.14 Employer. City of Roseburg.

ARTICLE III - ADMINISTRATION

3.01 This plan shall be administered by the Employer. The Employer may appoint a committee ("Committee") of one or more individuals in the employment of Employer for the purpose of discharging the administrative responsibilities of the Employer under the Plan. The Employer may remove a Committee member for any reason by giving such member ten (10) days written notice and may thereafter fill any vacancy thus created. The Committee shall represent the Employer in all matters concerning the administration of this Plan; provided however, the final authority for all administrative and operational decisions relating to the Plan remains with the employer

3.02 The Committee shall have full power and authority: to adopt rules and regulations for the administration of the Plan provided they are not inconsistent with the provisions of this plan or Section 457 of the Code and any Treasury regulations promulgated thereunder; to interpret, alter, amend, or revoke any rules and regulations so adopted; to enter contracts on behalf of the Employer with respect to this Plan; to make discretionary decisions under this Plan such as called for in Article VII; to demand satisfactory proof of the occurrence of any event that is a condition precedent to the commencement of any payment or discharge of any obligation under the Plan; and to perform any and all administrative duties under this Plan.

3.03 A Committee member shall be eligible to participate in the Plan, but such person shall not be entitled to participate in discretionary decisions under Article VII relating to such person's own participation in the Plan.

3.04 The Employer or Committee acting on behalf of the Employer shall screen and approve any insurance company or other entity seeking to sell an Investment Product or otherwise operate as an Approved Institution under this Plan. The Committee may contract with an Approved Institution:

a. to issue to the Employer an investment Product as described in Article V of the Plan; or

b. to provide services under the Plan for the convenience of the Employer including, but not limited to, the enrollment of Eligible individuals as Participants on behalf of the Employer, the maintenance of individual or other accounts and other records, the making of periodic reports and the disbursement of benefits to Participants and Beneficiaries.

ARTICLE IV - PARTICIPATION IN THE PLAN

4.01 Eligibility. Any Eligible Individual who performs services for the Employer for which Compensation is paid and who executes a Participation Agreement with the Employer is eligible to participate in the Plan.

4.02 Enrollment in the plan.

a. To become a Participant, an Eligible Individual must agree to defer Compensation not yet earned by entering into a Participation Agreement, The Participation Agreement will become effective on the first date of the second calendar month following the date on which it is executed.

b. At the time of entering into or modifying the Participation Agreement hereunder to defer Compensation or at the time of re-entry following a withdrawal under Article VII, a Participant must agree to defer a minimum amount of \$600, 00 annually,

c. A Participant who defers Compensation may not modify such agreement to change the amount deferred except with respect to Compensation to be earned in a subsequent calendar month or except as provided in Article VII hereof with respect to withdrawals. Any such modification will be effective on the first day of the second calendar month following the execution of the new Participation Agreement.

d. A Participant may at any time revoke the Participation Agreement to defer Compensation with respect to Compensation not yet earned, The revocation is effective and the Participant's full Compensation will be restored in the month subsequent to the month such revocation is approved by the Committee, the Participant must notify the Committee in writing of such revocation at least thirty-five (35) days prior to the beginning of the calendar month for which such revocation is to be effective. Amounts previously deferred shall be paid only as provided in this Plan.

e. A Participant who has withdrawn from the Plan, as set forth in Article VII, or has revoked the Participation Agreement, as set forth in subsequent (d), above, or who returns to perform services for the Employer after a Separation from Service, may again become a Participant in the Plan and agree to defer Compensation not yet earned by entering into a new Participation Agreement as provided in Section 4.02 a above.

f. Pursuant to procedures determined by the Committee, a Participant may request that the Employer change the designation of the Designated Institution utilized by the Employer to measure its Plan promise to the Participant; provided however, such a request, whether executed or not, shall in no way interfere with the status of the Employer as the legal owner of any assets or contracts acquired by the Employer to support its obligation under this Plan.

ARTICLE V - CALCULATION OF BENEFITS

5.01 The amount of any benefit payment to a Participant or Beneficiary made pursuant to this Plan shall be determined by the value at the time of such payment of the Investment Product(s) described below in accordance with elections in the Participation Agreement and the provisions of the Plan:

An amount equal to the amount which would have been payable to the Employer under either an annuity contract or life insurance policy issued to the Employer by an Approved Institution selected by the Participant as the Designated Institution according to the terms and conditions of the Participation Agreement. The amount shall further be determined as if:

- the Participant is the annuitant under the annuity contract or the insured under the life Policy or both,
- the manner and method of payment is as specified in the Participation Agreement., and
- the premium is equal to the Participant's Deferred Compensation as if such Deferred Compensation had been applied as a premium to such annuity contract or life insurance policy within a reasonable time subsequent to the reduction in the Participant's compensation as authorized and as specified in the Participant's Participation Agreement.

5.02 The Employer at its discretion may acquire an Investment Product and invest amounts of Deferred Compensation in an Investment Product in order to provide a fund from which it can satisfy its obligation to make benefit payments pursuant to this Plan. Any Investment Product so acquired for the convenience of the Employer shall be the sole and exclusive property of the Employer with the Employer named as owner and beneficiary; provided further, such Investment Product shall not be held in trust or collateral security for the benefit of any Participant or Beneficiary.

5.03 All amounts of Compensation deferred under this Plan, all property and rights which may be purchased by the employer with such amounts and all income attributable to such amounts, property or rights to property shall remain the sole property and rights of the Employer without being restricted by the provisions of this Plan subject only to the claims of the Employer's general creditors. The obligation of the Employer under this plan is purely contractual and shall not be funded or secured in any way.

5.04 The Employer shall be liable to pay benefits under this plan only to the extent of amounts that would have been available under the Investment Product as measured by elections made in the Participation Agreement, and the Employer shall not be responsible for the investment or performance results of such Investment Product. Furthermore, if an Investment Product is so acquired to measure benefits payable under this Plan, the value of any benefit shall be determined by the actual value of the Investment Product at the time of benefit payment, unaffected by any independent or arbitrary standard of calculation with respect to such Investment Product.

ARTICLE VI - BENEFITS

6.01 General Benefit Terms:

- a (i)** Benefit payments to a Participant or Beneficiary shall be made according to the manner and method of payment as elected in the Participation Agreement, which election may be changed by a Participant or a Beneficiary as appropriate and as allowed by the Plan at any time more than thirty (30) days prior to the commencement of such benefit payments pursuant to the Participation Agreement.
- (ii)** Subject to the restrictions on choice of benefit contained in paragraphs 6.01 b., 6.01C., 6.03, and 6.04, the options available for selection by the Participant or Beneficiary as the manner and method of payment are:
- 1)** Lump sum;
 - 2)** periodic payments for a designated period;
 - 3)** periodic payments for life;
 - 4)** periodic payments for life with a guaranteed minimum number of payments;
 - 5)** periodic payments for the life of the Participant with continuation of the payments or a percentage of the payments for the lifetime of the Participant's spouse;
 - 6)** such other option as the Employer may, in its sole discretion, offers to the Participant prior to the commencement of benefits.

Periodic payments may be monthly, quarterly, semiannually, or annually. The amount of each payment may be fixed or fluctuate with the performance of the Investment Product.

- b.** In the absence of an election in the Participation Agreement as to the manner and method of such benefit payments as provided in Section 6.01a. (ii), the Employer shall make periodic payments to the Participant or Beneficiary as a distribution of the account in equal percentages over ten years: provided further, in no event shall payments to a Beneficiary exceed (i) the life expectancy of a Beneficiary where such Beneficiary is the surviving spouse of the Participant or (ii) a period of fifteen (15) years or, if less, the life or life expectancy of the Beneficiary where such Beneficiary is not the surviving spouse of the Participant.

c. In determining the amount of benefit payments, the minimum distribution incidental death benefit rule must be satisfied. This rule will be similar to the one contained in IRS Proposed Regulation 1.401 (a) (9)-2. To the extent that the payment required under this rule is greater than the amount determined under 6.01 d., the greater amount must be paid.

d. Benefits under the plan must either (i) be distributed by the April 1 of the calendar year following the calendar year in which the Participant attains age 70 1/2 or separates from service whichever occurs later, or (ii) commence no later than the April 1 of the calendar year described in (i) and be made over the life of the Participant (or the lives of the Participant and the Participant's Beneficiary) or over a period not exceeding the life expectancy of the Participant (or the life expectancies of the Participant and his Beneficiary) .

For purposes of this provision life expectancy (ies) shall be determined using the return multiples of Section 1.72-9 of the Regulations. The life expectancy of the Participant and the Participant's spouse (other than in the' case of a life annuity) may be recalculated, but not more frequently than annually.

e. Benefit payments to a Participant or Beneficiary shall commence at the time provided in the Plan, subject to an irrevocable election by the Participant or Beneficiary as appropriate prior to the time such benefits first become payable to defer the beginning of such payments or a portion of such payments to a later date as allowed by the Plan and pursuant to the Participation Agreement.

f. Distributions payable over a period of more than one year must be paid in substantially non-increasing amounts (not less frequently than annually).

g. For purposes of interpreting the provisions of the Plan, the Committee shall only consider a Participation Agreement signed by the Participant or Beneficiary, as appropriate, and submitted to the Committee.

6.02 Benefits Upon Separation From Service: If Separation from Service occurs prior to attainment of age 70 1/2, the Employer shall begin benefit payments no earlier than sixty-one (61) days and no later than ninety (90) days following such Separation from Service; provided however, the Participant may irrevocably elect., within the one hundred twenty (120) day period ending sixty (60) days after Separation from Service, to defer the beginning of such payments, or any portion of payments, to a later date not later than the April 1 of the calendar year following the calendar year in which the Participant attains age 70 1/2, as provided in the Participation Agreement.

For Participants separating from service on or aft.er attaining age 70 1/2, the Employer shall begin benefit. payments on the April 1 of the calendar year following the calendar year in which the Participant separat.es from service, in accordance with the provisions

of Section 6.01 d. and f. and with the election made by the Participant in the Participation Agreement.

6.03 Benefits Upon Death After Commencement of Benefits:

a. Should the Participant die at any time after benefit payments have commenced, the Employer shall commence payment to the Beneficiary of the balance remaining of such payments no earlier than sixty-one (61) days following the death of the participant but in no event no later than ninety (90) days following the Participant's death, Payments to the Beneficiary shall continue under the option selected by the Participant in the Participation Agreement.

b. If no Beneficiary is designated as provided in Section 2, D'E' or if no Beneficiary survives the Participant for a period of thirty (30) days, then the Employer shall pay to the estate of the Participant a single lump sum amount equal to the current value of such remaining payments, If a Beneficiary does not survive the period after the Participant's death during which such payments to the Beneficiary are to be made the Employer shall pay to the estate of that Beneficiary a single lump sum amount equal to the current value of such remaining payments to that Beneficiary.

6.04 Benefits Upon Death Prior To Commencement of Benefits:

a. Should the Participant die at any time before benefit payments have commenced, the Employer shall commence benefit payments to the Beneficiary no earlier than sixty-one (61) days following the Participant's death and no later than ninety (90) days following the Participant's death, Such payments shall be made according to the manner and method provided in the Participation Agreement or as selected by the Beneficiary pursuant to a revised Participation Agreement submitted to the Committee more than thirty (30) days prior to the commencement of such benefit payments over a period not to exceed:

1. the life expectancy of the Beneficiary if the Beneficiary is the Participant's surviving spouse, or
2. a period not in excess of fifteen (15) years or, if less, the life or life expectancy of the Beneficiary if the Beneficiary is not the Participant's surviving spouse.

b. However, the Beneficiary may irrevocably elect within the sixty (60) day period subsequent to the Participant's death to defer the beginning of such payments as described below Subject to the limitations provided under Section 6.04 a., the Beneficiary may also elect to change the manner and method of benefit payments as allowed under the Plan if such election is made more than thirty (30) days prior to the date when such deferred benefits are to commence.

The maximum deferral period is five years from the Participant's date of death. Provided that, if the deferral of benefits extends beyond one year from the Participant's date of death, the manner of payout elected must assure that the entire amount payable is distributed within five years of the Participant's date of death. Notwithstanding the foregoing, if the Participant's spouse is the Beneficiary, the beginning of such payments can be deferred until the date the Participant would have attained age 70½.

c. If no Beneficiary is designated as provided in Section 2.06 or if no Beneficiary survives the Participant for a period of thirty (30) days, the Employer shall pay to the estate of the Participant a single lump sum amount equal to the current value of any remaining payments. If a Beneficiary does not survive the period after the Participant's death during which such payments to the Beneficiary are to be made, then the Employer shall pay to the estate of that Beneficiary a single lump sum amount equal to the current value of such remaining payments to that Beneficiary.

ARTICLE VII - WITHDRAWALS

7.01 In the case of an unforeseeable, a Participant may apply to the Committee for withdrawal of an amount reasonably necessary to satisfy the emergency need. If such application for withdrawal is approved by the Committee the withdrawal will be effective at the later of the date specified in the Participant's application or the date of approval by the Committee. The approved amount shall be payable in, lump sum within thirty (30) days of such effective date or in some other manner consistent with the emergency need as determined by the Committee. Emergency withdrawals may not be available subsequent to commencement of certain benefit payments.

7.02 For the purposes of this Plan, the term "unforeseeable emergency" means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in section 152(a) of the Code) of the Participant., loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals for foreseeable expenditures normally budgetable, such as a down payment on a home or purchase of an auto or college expenses, will not be permitted. The Committee shall not permit withdrawal for unforeseeable emergency to the extent that such hardship is or may be relieved:

- a.** through reimbursement of compensation by insurance or otherwise;
- b.** by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or.
- c.** by cessation of deferrals under the plan.

7.03 In no event shall the amount of a withdrawal for unforeseeable emergency exceed the amount of benefits which would have been available to the Participant at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder, the value of benefits under the Plan shall be appropriately reduced to reflect such withdrawal, and the remainder of any benefits shall be payable in accordance with otherwise applicable provisions of the Plan.

ARTICLE VIII - LEAVE OF ABSENCE

A Participant on an approved leave of absence with or without Compensation may continue to participate in the plan subject to all the terms and conditions of the Plan; provided further, Compensation may be deferred for such Participant if such Compensation continues while the Participant is on an approved leave of absence.

ARTICLE IX - NON-ASSIGNABILITY CLAUSE

Neither the Participant nor any other person shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder which payments and rights thereto are expressly declared to be un-assignable and non-transferrable. Nor shall any unpaid benefits be subject to attachment, garnishment or execution for the payment of any debts, judgments, alimony or separate maintenance owned by the Participant, or any other person or be transferrable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.

ARTICLE X - AMENDMENT OR TERMINATION OF PLAN

10.01 The Employer may terminate or amend the provisions of this Plan at any time; provided however, that no termination or amendment shall affect the rights of a Participant or a Beneficiary to the receipt of payment of benefits with respect of any Compensation deferred before the time of the termination or amendment, as adjusted for investment experience of the Investment Product of the Designated Institution prior to or subsequent to the termination or amendment.

10.02 Upon termination of the Plan, the Participants in the Plan will be deemed to have withdrawn from the Plan as of the date of such termination. The full Compensation of all Participants will be thereupon restored on a non-deferred basis. The Employer shall not Distribute will benefits at the time of such termination; the Employer shall rather retain all amounts of Deferred Compensation and shall only pay or dispose of plan benefits as otherwise provided in the plan and according to the terms and conditions of the plan.

ARTICLE XI - PLAN-TO-PLAN TRANSFERS

11.01 This plan shall accept for transfer amounts of Compensation previously deferred pursuant to another "eligible" plan of deferred compensation established plan pursuant to Section 457 of the Code maintained by another employer.

11.02 If the Participant separates from service to accept employment with or perform services for another employer which maintains an "eligible" plan of deferred compensation pursuant to section 457 of the Code, the amounts deferred under this Plan shall, at the Participant's election, be transferred to such other "eligible" plan, provided such other plan provides or is able to provide for the acceptance of such amounts. The Participant's election to transfer must be made prior to the date benefits would otherwise become payable pursuant to the terms of this plan.

ARTICLE XII - APPLICABLE LAW

The plan shall be construed under the laws of the State of Oregon.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM & UPDATES THERETO

Background: In order to receive funding from the Federal Aviation Administration (FAA) Division of the U.S. Department of Transportation for capital improvement projects at the Roseburg Regional Airport, the City was required to adopt a "Disadvantaged Business Enterprise Policy". Notice of the City's intent to adopt such Policy, and its availability to the public, had to be posted on the City's website, and published in The News-Review and the Daily Journal of Commerce. As required, such notice also solicited comments regarding the proposed Program be addressed to the City, the FAA Division of the U.S. Department of Transportation.

The City developed a Disadvantaged Business Enterprise (DBE) Program as required and in accordance with federal regulations. In order to implement the DBE Program, the City had to establish a goal based on the requirements of the DBE Program and provide rationale for such goal for each year's federally funded project. The Program was first adopted on April 9, 1990, via Resolution No. 90-10, and read as follows (Note: updates are located at the end):

CITY OF ROSEBURG - DBE POLICY STATEMENT

The City of Roseburg has established a Disadvantaged Business Enterprise (DBE) program in accordance with the requirements of the U. S. Department of Transportation (DOT). As a recipient of funding from the DOT, the City of Roseburg signed an assurance to comply with the provisions of 49 CFR Part 23, "Participation of Disadvantaged Business Enterprise in DOT Programs."

It is the policy of the City of Roseburg that DBE's, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts assisted in whole or in part by funds granted by the DOT.

The City's policies prohibit discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract subject to the requirements of 49 CFR Part 23.

The City of Roseburg will require its employees, agents, and contractors to adhere to the provisions of this program. This policy statement is disseminated to the Economic Development Commission and all departments of the City, to organizations of minority and disadvantaged businesses and to nonminority business and community organizations of the City of Roseburg.

DBE DIRECTORY

The City of Roseburg has compiled and will maintain and update a DBE Directory, which is located in the DBE Liaison Office in the Office of City Manager.

The Oregon Executive Department Directory will be used to supplement the City's Directory. Directories of other agencies may also be used when a project requires a search for DBE's beyond the normal recruiting areas.

The City's Directory lists firms that are capable of performing general contracting and particular solicitations. The Directory is organized by type of work the contractor desires to perform, i.e., general construction, lighting, marking, engineering, etc.

The Directory indicates which firms have passed the City's own certification process, those certified by the Small Business Administration (SBA) under the section 8(a) program, those certified by the state Department of Transportation and some firms that do not have current certification.

The following information is shown for each firm:

1. Company Name
2. Type of Contractor
3. Address
4. Telephone Number
5. Owned by Woman, Minority, or other DBE
6. Contact Person
7. Certified by City, SBA, U. S. DOT
8. Bonding Capability

The City will update the Directory annually. The update will include any additional DBE's certified during that period.

In the event a bidder names other DBE's it desires to use, these firms will be included in the Directory if they can be certified. Other DBE's that desire to be listed will also be included, upon request.

The Directory is made available to bidders and proposers in their efforts to meet the DBE goals established by the City of Roseburg and made a part of bid specifications. The Directory is a primary source of locating potential DBE contractors.

PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF DBE's AND JOINT VENTURES INVOLVING DBE's

The City of Roseburg will certify the eligibility of DBE's and joint ventures involving DBE's that are named by competitors for FAA-assisted contracts to be let by the City. The City may also accept the certifications made by other DOT recipients.

The City of Roseburg requires prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform the contract successfully with another DBE. Substitutions of DBE subcontractors after bid opening and during contract performance must be approved by the City of Roseburg. In these instances, the City of Roseburg verifies the eligibility of the substitute firm.

Any business that desires to participate as a DBE will be required to complete and submit Schedule A (Appendix 1) to the City of Roseburg. Any business that desires to participate as a joint venture DBE will, in addition, be required to complete Schedule B (Appendix 2). The schedules must be signed and notarized by the authorized representative of the business.

The required Schedule must accompany the DBE participation information submitted to the City of Roseburg by competitors.

A firm seeking certification as a DBE will not be required to submit Schedule A or B if either of the following applies:

1. The potential DBE contractor states in writing that it has submitted the same information to or has been certified by the city of Roseburg, any DOT element, or other Federal agency that uses essentially the same definition and ownership and control criteria as the DOT. In this case, the potential DBE must obtain the information and certification (if made) from the other agency and submit it to the City; or

2. The potential DBE contractor has been determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individual.

UNIFORM CERTIFICATION STANDARDS

The City of Roseburg will take at least the following steps in determining whether a firm may be certified as a DBE:

1. Perform an on-site visit to the offices of the firm and to any job sites on which the firm is working at the time of the eligibility investigation.

2. Obtain the resumes or work histories of the principal owners of the firm and personally interview these individuals.

3. Analyze the ownership of stock in the firm, if it is a corporation.

4. Analyze the bonding and financial capacity of the firm.

5. Determine the work history of the firm, including contracts it has received and work it has completed.

6. Obtain or compile a list of equipment owned or available to the firm and the licenses of the firm and its key personnel to perform the work it seeks to do as part of the DBE program.

7. Obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program.

DECERTIFICATION PROCEDURES

Whenever the City of Roseburg comes to believe that a firm with a current certification is no longer eligible, the firm will be afforded the rudiments of due process prior to revoking its eligibility. The steps to be used are:

1. A letter will be sent to the firm, stating that the City is contemplating decertification. A brief description of the reasons for the proposed action will be included.

2. The firm will be given an opportunity to respond in person and in writing to present information and arguments. An informal meeting or hearing may be part of the process, but a formal adversary proceeding will not be used.

DBE DEFINITION

To qualify for certification, a firm must meet the definition of a disadvantaged business enterprise (DBE). The definition used by the City of Roseburg is as follows:

A small business concern:

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DETERMINATION OF BUSINESS SIZE

The first step in the certification process is to make a determination of business size. If the applicant is not a "small business concern," as defined below, it will not be certified by the City of Roseburg, even though it may be owned and controlled by socially and economically disadvantaged individuals and eligible in all other respects. Even a firm certified by the Small Business Administration (SBA) under the 8(a) program is not eligible if it is not small.

1. The size standards established by the SBA in 13 CFR Part 121, as revised on May 25, 1988, are used for making size determinations.

2. However, no firm is considered small if, including its affiliates, it averages annual gross receipts in excess of \$14 million over the previous three fiscal years (Section 505(d) (2), Airport and Airway Improvement Act of 1982, as Amended). Thus, a general contractor must "graduate" from the program once its receipts exceed the \$14 million ceiling, even though the SBA standard for general contractors is \$17 million.

3. Contractors are still subject to applicable lower limits established by the SBA. For example, the SBA size limit for electrical contractors is \$7 million (average of annual gross receipts for three-year period). The \$7 million limit, rather than the \$14 million ceiling, governs in size determinations of these contractors.

4. For AIP-funded subcontracts of \$10,000 or less, a firm is small under the SBA regulations if, including its affiliates, it has no more than 500 employees.

5. For AIP-funded subcontracts over \$10,000 and prime contracts, a firm is small under the SBA regulations if, including its affiliates, it meets the applicable standard in terms of average gross receipts, number of employees, or other measure. While for many of the businesses used in AIP projects, the SBA standard is measured in gross receipts, this may not always be so. For example, a manufacturer of concrete products (SIC 3272) is small if it has no more than 500 employees. If one of these businesses earns gross receipts in excess of the \$14 million cap, it would not qualify as small and hence for eligibility as a DBE, even though it may have less than 500 employees.

6. All affiliates of a firm, as well as the firm itself, are considered when determining gross receipts earned or number of persons employed. Affiliation exists if one firm controls or has the power to control the other, or a third party or parties controls or has the power to control both firms.

7. Information on gross receipts earned by an applicant is obtained from its submission of Schedule A (Appendix 1).

8. If a firm applies for certification in more than one category (e.g., general construction and special trade subcontractor), the applicable SBA standard is the one that describes the work the firm will perform under the AIP-funded contract.

9. Size determinations will be reviewed annually in connection with the recertification process.

SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

1. Any person having a current 8(a) certification from the Small Business Administration is considered to be socially and economically disadvantaged.

2. The City of Roseburg makes a "rebuttable presumption" that individuals in the following groups who are citizens of the United States (or lawfully permanent residents) are socially and economically disadvantaged:

a. Women;

b. Black Americans, which include persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

e. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, and the Northern Marianas; and

f. Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, and Sri Lanka.

The City of Roseburg will generally assume that business owners who fall into one of these groups are socially and economically disadvantaged. Their disadvantaged status will not generally be investigated, unless a third-party challenge is made.

3. Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as a DBE, the City of Roseburg, as part of the certification process, will determine whether the individual is socially and economically disadvantaged under the criteria in Appendix C of Subpart D. These Owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

CHALLENGE PROCEDURES

Any third party may present evidence challenging whether a firm's owners who are presumed to be socially and economically disadvantaged are truly disadvantaged. Individuals certified as 8(a), however, are not subject to these challenges.

When the City of Roseburg receives a written challenge to the disadvantaged status of a business owner that is certified or seeking certification, the City will make a determination of social and economic disadvantage. The City itself may also initiate an inquiry.

The guidelines in 49 CFR 23.69 and Appendix C will be used for these actions. The procedures are informal; strict rules of evidence do not apply.

While a challenge is in progress, the presumption of social and economic disadvantage continues, and if the firm has been certified, it will continue to be eligible as a DBE.

ELIGIBILITY STANDARDS

The City of Roseburg will use the following standards to determine whether a firm is owned and controlled by one or more socially and economically disadvantaged individuals.

1. Bona fide membership in a group of socially and economically disadvantaged individuals must be established on the basis of the applicant's claim that he or she is a member of such group and is so regarded by that particular disadvantaged community. However, the City of Roseburg is not required to accept the claim if it is determined to be invalid.

Proof of ancestry alone is not conclusive evidence of membership in a group of socially and economically disadvantaged individuals. The fact that a person's grandfather or other relative belonged to one of these groups does not necessarily qualify the applicant as a member for purposes of DBE certification.

If the individual has not held himself or herself out to be a member of the community of disadvantaged individuals, has not acted as a member of that community, and would not be identified by persons in the population at large as a member of the group, the individual is not considered as belonging to that disadvantaged group for purposes of DBE certification.

2. An eligible DBE must be an independent business. The ownership and control by disadvantaged persons must be real, substantial, and continuing and must go beyond the pro forma ownership of the firm as reflected in its ownership documents. The disadvantaged owners must enjoy the customary incidents of ownership and must share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance rather than form of arrangements. Recognition of the business as a separate entity for tax or corporate purposes is not necessarily sufficient for recognition as a DBE. In determining whether a potential DBE is an independent business, the City of Roseburg considers all relevant factors, including the date the business was established, the adequacy of its resources for the

work of the contract, and the degree to which financial, equipment leasing, and other relationships with non-DBE firms vary from industry practice.

3. The disadvantaged owners must also possess the power to direct or cause the direction of the management and day-to-day, as well as major decisions on matters of management, policy, and operations. The firm must not be subject to any formal or informal restrictions which limit the customary discretion of the disadvantaged owners. There must not be restrictions through, for example, bylaw provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevent the disadvantaged owners, without the cooperation or vote of any owner who is not socially and economically disadvantaged, from making a business decision of the firm.

4. If the owners of the firm who are not socially and economically disadvantaged individuals are disproportionately responsible for the operation of the firm, then the firm is not controlled by socially and economically disadvantaged individuals and is not eligible. Where the actual management of the firm is contracted out to individuals other than the owner, the persons having the ultimate power to hire and fire the managers are considered as controlling the business.

5. All securities which constitute ownership and/or control of a corporation for purposes of establishing it as a DBE must be held directly by socially and economically disadvantaged individuals. No securities held in trust, or by any guardian for a minor, shall be considered as held by socially and economically disadvantaged individuals in determining the ownership or control of a corporation.

6. The contributions of capital or expertise by the socially and economically disadvantaged individuals to acquire their interests in the firm shall be real and substantial. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not socially and economically disadvantaged, or the mere participation as an employee, rather than as a manager.

7. In addition to the above standards, special consideration is given to the following circumstances:

a. Newly formed firms and firms whose ownership and/or control has changed since the date of the advertisement of the DOT-assisted contract are closely scrutinized to determine the reasons for the timing of the formation or change in the firm.

b. A previous and/or continuing employer-employee relationship between or among present owners is carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities, as referenced above.

c. Any relationship between a DBE and a non-DBE which has an interest in the DBE is carefully reviewed to determine if the interest of the non-DBE conflicts with the requirements for ownership and control.

8. A joint venture will be certified if the DBE partner of the joint venture meets the eligibility standards, is responsible for a clearly defined portion of the work to be performed, and shares in the ownership, control, management responsibilities, risks, and profits of the joint venture.

9. A joint venture is eligible to compete in a DBE set-aside if the DBE partner of the joint venture meets the eligibility standards; the DBE partner's share in the ownership, control, management responsibilities, risks, and profits of the joint venture is at least 51 percent; and the DBE partner is responsible for a clearly defined portion of the work to be performed.

10. A business applying for certification as a DBE or as a joint venture DBE must cooperate with the City of Roseburg in supplying any additional information which may be requested in order to make a determination. For example, the applicant may be required to provide income tax statements.

11. The City of Roseburg safeguards from disclosure to unauthorized persons information that reasonably may be regarded as confidential business information, consistent with Federal, state, and local law.

12. Once certified, a DBE will be required to update its submission annually by submitting a new Schedule A or certifying that the Schedule A on file is still accurate. Firms are notified upon certification that a new Schedule A must be submitted whenever there is a change in the firm's ownership or control.

13. The denial of certification by the City of Roseburg is final for the particular contract and any other contracts being let at the time of the denial (except when the Department of Transportation reverses the denial, following an appeal). Firms denied certification may correct deficiencies in their ownership and control and reapply for certification only for future contracts.

PERCENTAGE GOALS FOR THE DOLLAR VALUE OF THE WORK TO BE AWARDED TO DBE's

Establishing the Overall Goal: The program must contain a single overall goal for the use of DBE's in AIP-funded contracting, together with a description of the methodology employed in establishing it. The following guidelines apply when establishing the overall goal:

1. *Make a projection of the work to be accomplished during the goal period on all AIP-funded contracts (excluding purchases of land) and estimate the cost of the work*

items in each. Whenever possible, an engineer's estimate of the costs should be provided. The overall goal may cover a one-year period or may be set for a particular grant, project, or group of grants and/or projects. Whichever method is used, the goal must be updated annually.

The overall goal and the base from which the goal is calculated must reflect both construction and non-construction contracts funded by the AIP. Eligible non-construction includes funding for architectural, engineering, planning consultants, and other professional services; purchase of vehicles and equipment (e.g., snow plows, crash/fire/rescue vehicles) and supplies.

While contracts to purchase land are excluded from the goal setting process, all other contracts let under land acquisition projects, such as for real estate survey and appraisal; are included.

Funds received under the AIP for work that is accomplished by the sponsor's own employees or the employees of another public agency ("force account") are excluded from consideration. Other costs that are not contracted (e.g., for administration and advertising) should also be excluded.

2. *Select the geographical area(s) to be used in seeking DBE's for the work to be accomplished.* Sponsors and their contractors must, as a minimum, seek DBE's in the same geographical area in which they seek contractors or subcontractors generally for a given solicitation.

The relevant geographical area may vary depending on the contract. For example, if a sponsor advertises for general contractors in a 5-county area to do a construction project, then the availability of DBE's for that project must be based on its search in the 5-county area.

If the same sponsor uses a larger area, such as state-wide, to advertise for professional services, the DBE goal for these contracts must be based on its search on a state-wide basis.

3. *Consult the Directory and other sources to determine the availability of DBE's in the relevant geographical areas.* Sponsors may consult, in addition to their own DBE directory, the directories or lists of state and local agencies, other DOT recipients, the Chamber of Commerce, the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and other listings. These sources should provide a basis for determining the availability of DBE's in the relevant areas capable of performing the work of the contracts.

4. *Identify potential for DBE participation.* Based on a review of the directories and prior accomplishments, sponsors should identify potential for DBE's to participate

as prime or subcontractors in the AIP-funded projects during the goal period. The following factors should be considered:

- a. The number and types of contracts to be awarded and the number and types of DBE's likely to be available to compete for those contracts; and
- b. The past results of the sponsor's efforts to contract with DBE's and the reasons for the high or low level of those results.

The above approach provides for practical goals that are related to the known availability of qualified DBE's.

5. Calculate the Overall Goal. The overall goal is determined by dividing the Federal share of potential awards to DBE's (dollar value) by the Federal share of all prime contract awards (dollar value) forecast for the goal period. Appendix 6 contains information on the Federal share.

$$\text{Overall DBE Goal} = \frac{\text{Federal Share of Potential DBE Awards (\$)}}{\text{Federal Share of All Prime Contract Awards (\$)}}$$

If the overall goal does not represent an increase over the previous year's accomplishments, the sponsor must provide an explanation why an increase cannot reasonably be achieved.

Sponsors should submit information for any additional AIP-funded work to be undertaken during the goal period for which estimates are not available at the time of program submission. Potential for DBE participation should also be identified for these projects. A revised overall DBE goal will need to be submitted to the FAA for approval. Sponsors must also obtain approval prior to soliciting bids for these projects.

OVERALL DBE GOAL OF LESS THAN 10 PERCENT*

Sponsors who submit an overall DBE goal that is less than 10 percent must take the following steps in addition to those described in the previous pages.

1. The sponsor is required to submit a justification which provides information on the following points:
 - a. The sponsor's efforts to locate DBE's;
 - b. The sponsor's efforts to make DBE's aware of contracting opportunities;
 - c. The sponsor's initiatives to encourage and develop DBE's;
 - d. Legal or other barriers impeding the participation of DBE's at a level of at least 10 percent in the sponsor's FAA-assisted contracts, and the sponsor's efforts to overcome or mitigate the effects of these barriers;

e. The availability of DBE's to work on the sponsor's FAA assisted contracts;

f. The size and other characteristics of the minority population of the sponsor's jurisdiction, and the relevance of these factors to the availability or potential availability of the DBE's to work on the sponsor's FAA-assisted contracts; and

g. A summary of the views and information concerning the availability of DBE's and the adequacy of the sponsor's efforts to increase DBE participation, as provided by persons and organizations consulted by the sponsor (see 3 below).

2. The sponsor must ensure that the request for the overall goal is signed or concurred in by the elected official, head of the board, or other official responsible for the operation of the airport sponsor.

3. The sponsor is required to consult with minority and general contractors' associations, community organizations, and other officials or organizations that could be expected to have information concerning the availability of DBE' s and the Adequacy of the sponsor's efforts to increase DBE participation.

Appendix D in Subpart D of the regulation provides additional guidance for justifications.

*Sponsors submitting an overall goal of 10 percent or more should not include any of this information in their submission.

NOTICE PUBLISHING THE OVERALL GOAL

When the overall goal is submitted to the FAA, the sponsor is required to publish a notice announcing that the proposed goal and methodology are available for inspection for a 30-day period at the sponsor's principal offices. The notice should state that comments will be accepted by the sponsor or the Department of Transportation for 45 days following publication. The notice should include addresses where comments may be sent and should state that the comments are for informational purposes only. Sponsors should publish the notice in general circulation media and in any media of the disadvantaged community and trade associations.

PAST YEAR ACCOMPLISHMENTS

No previous projects to compare with.

UPDATED GOAL

The overall goal must be reviewed at least annually. The review includes analysis of projected versus actual DBE participation.

An updated overall goal and methodology must be submitted to the FAA 30 days prior to the end of the goal period or when requested by the Regional Civil Rights Officer. Appendix 4 contains a sample format for the update. Unless otherwise requested, only this information, not the entire DBE program, should be submitted. An update is required even when the sponsor does not anticipate awarding any FAA-assisted contracts during the following 12-month period.

If the sponsor's overall DBE goal expires and a new goal has not been approved, the sponsor may not issue further solicitations for AIP-funded contracts, including IFB's or RFP's, unless the FAA has approved the specific contract goal or a new overall goal.

EXPLANATION FOR FAILING TO MEET OVERALL DBE GOAL

Sponsors who fail to achieve the overall DBE goal are required to provide an explanation showing why failure to meet the goal was beyond the sponsor's control.

CONTRACT GOALS

A contract goal must be established for each prime contract funded by the AIP that has subcontracting possibilities. The requirement applies to both construction and non-construction (i.e. architectural, engineering, other professional services, equipment, etc.).

A single goal for DBE's is also used for the contract goal. The appropriate goal should be included in the contract solicitation.

Contract goals should be set to achieve the overall goal. Individual contract goals may vary from the overall goal.

The contract goal is determined by dividing the total dollar value of potential subcontract awards to DBE's by the total estimated dollar value of the prime contract. Unlike the overall goal, which is based on the Federal share only, contract goals are based on the total contract amount - the Federal share plus the sponsor's matching funds.

Specific Contract = $\frac{\text{Potential DBE Contracts (Dollars)}}{\text{Total Estimated Cost of Prime Contract (Dollars)}}$
DBE percentage Goal

Sponsors are not required to submit contract goals with their DBE program, but a description of the methodology to be used in establishing them should be included. The FAA Regional Office may require approval of contract goals prior to solicitation.

DBE GOAL METHODOLOGY NARRATIVE

For this construction project, the recruiting area consists of the entire northwestern area. Our figures are based on the availability of qualified DBE's, as listed in the state Executive Department certified Directory. All figures are based on this project, as no previous projects have been accomplished under WBE/MBE in the previous five years.

Our estimates for professional services reflect a search of all northwestern states, from which no DBE's competed and/or did not wish to compete.

Previous Year's Goals: DBE: -0-

Previous Year's Accomplishments: DBE: -0-

Explanation for Not Achieving Previous Year's Goals (if applicable):

Not applicable.

Narrative Description of Overall DBE Goal Methodology. Include Information on (1) Recruitment Area(s) and (2) Any Additional AIP Projects Expected During the Goal Period.

For this construction period, the recruiting area consists of the complete northwestern area; our figures are based on the availability of qualified DBE's, as listed in the Executive Department Directory. All figures are based on this project, as no previous projects have been accomplished under WBE/MBE in the previous five years.

Our estimates for professional services reflect a search of all northwestern states, from which no DBE's competed and/or did not wish to compete.

A MEANS TO ENSURE THAT COMPETITORS MAKE GOOD FAITH EFFORTS TO MEET THE DBE GOAL

Whenever the City of Roseburg issues a solicitation for an FAA-assisted contract that has subcontracting possibilities, the solicitation will contain the DBE contract goal. The City will follow this procedure for non-construction as well as construction projects. Thus, the appropriate goal will be included in Invitations for Bid (IFB) for construction work and in Requests for Proposals (RFP) for architectural, engineering, and other professional services.

The solicitation will include a statement that the apparent successful competitor will be required to submit DBE participation information and that as a condition of receiving the contract, the competitor must meet the DBE goal or demonstrate to the City that it made good faith efforts. The actual clause to be used is:

"The bidder/proposer shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 10 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBE's that will participate in the contract. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting

to do so. A bid that fails to meet these requirements will be considered nonresponsive."

The DBE participation information will be required committing the City to award the contract to the successful competitor.

LEASING GOALS AND METHODOLOGY
Goal Period: 11/1/89 through 10/31/90

<u>Lessee</u>	<u>Description of Lease</u>	<u>Estimated Gross Receipts</u>	<u>Date Lease Begins</u>	<u>Date Lease Expires</u>	<u>\$MBE</u>	<u>\$WBE</u>	<u>% Joint Venture or Partnership</u>
None	---	-0-	---	---	-0-	-0-	-0-

This Year's Leasing Goals: DBE: 0%

Narrative Description of Leasing Goal Methodology:

The City of Roseburg does not have concessionaires at the City airport, and although none are programed in the future, a change will be submitted with DBE's given priority as required (should present planning for the airport change).

Explanation for Not Achieving Last Year's Goals (if applicable):

Not Applicable

Last Year's Leasing Goals: DBE: 0%

Last Year's Accomplishments: DBE: 0%

Explanation for Not Increasing Goals Above Previous Year's Level:

Not applicable

SCHEDULE "A"

INFORMATION FOR DETERMINING DISADVANTAGED BUSINESS ENTERPRISE ELIGIBILITY

If, at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, or acted in a manner prohibited by 49 CFR Part 29, the responsible official shall refer the matter to the General Counsel of the Department. He/she may initiate procedures for suspension or debarment as provided in 49 CFR 29.17 and/or refer the matter to the Department of Justice under 18 U.S.C. 1001, as deemed appropriate.

1. Name of firm _____

2. Address of firm _____

3. Phone number of firm () _____

4. Contact Person _____

5. Nature of Business: Specify major services/products. _____

6. Geographical Area Served:

States _____ Counties _____

7. Years firm has been in business _____

8. Type of ownership: (check one)

_____ Corporation	_____ Partnership	_____ Sole Proprietorship
_____ Joint Venture	_____ Other (Specify)	

9. Ownership of firm: Identify those who own 5 percent or more of the firm's ownership. Columns (e) and (f) need to be filled out only if one or more owners is not a socially and economically disadvantaged individual.

<u>A</u> Name	<u>B</u> Race	<u>C</u> Sex	<u>D</u> Years of Ownership	<u>E</u> Ownership Percentage	<u>F</u> Voting Percentage
------------------	------------------	-----------------	-----------------------------------	-------------------------------------	----------------------------------

If one or more owners is not disadvantaged, list the contributions of money, equipment, real estate, or expertise of each of the owners. (Attach a separate sheet if necessary.)

10. Control of firm: Identify by name, race, sex and title in the firm those individuals (including owners and non-owners) who are responsible for day-to-day management and policy decision making including, but not limited to, those with prime responsibility for:

a. Financial Decisions _____

b. Management Decisions, such as:

(1) Estimating _____

(2) Marketing and Sales _____

(3) Hiring and Firing of Management Personnel _____

(4) Purchase of Major Items or Supplies _____

c. Supervision of Field Operations _____

11. For each of those listed in number 10, provide a brief summary of the person's experience and number of years with the firm, indicating the person's qualifications for the responsibilities given him or her. (Attach a separate sheet if necessary.)

12. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties which restrict ownership or control of the disadvantaged owners. (Attach a separate sheet if necessary.)

13. Identify any owner (see Item 9) or management official (see Item 10) of the named firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named firm. Present business relationships include shared space, equipment, financing, or employees as well as both firms having some of the same owners.

14. What are the gross receipts of the firm for each of the last three years?

Year ending _____ Gross Receipts \$ _____

Year ending _____ Gross Receipts \$ _____

Year ending _____ Gross Receipts \$ _____

15. Name of bonding company, if any: _____

Bonding Limit: _____

Source of letters of credit, if any: _____

16. Are you authorized to do business in the state as well as locally, including all necessary business licenses? Yes _____ No _____

Attach one copy of the operating license, if any.

Type of Business

License Number

17. Specify the major items of equipment owned and/or leased by the firm.

<u>Equipment Owned</u>	<u>Quantity</u>	<u>Equipment Leased</u>	<u>Name and Address of Owner</u>
------------------------	-----------------	-------------------------	----------------------------------

18. Has the firm ever applied for or been denied DBE/MBE/WBE certification with the City, Department of Transportation or elsewhere?

Yes _____ No _____ Application Pending _____

If yes, name the certifying authority, date and state circumstances of such certification or denial.

AFFIDAVIT

“The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name of firm) as well as the ownership

thereof. Further, the undersigned agrees to provide, through the prime contractor or, if no prime directly to the grantee, current, complete, and accurate information regarding actual work performed on the project, the payment therefore, and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal and State laws concerning false statements.”

Note: If, after filing this Schedule A and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor or, if no prime contractor, inform the grantee directly.

Signature _____

Name (Print or Type) _____

Title _____

Date _____

Corporate Seal (where appropriate).

Date _____

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(Seal)

Notary Public _____

Commission expires _____

SCHEDULE "B"
INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

(This form need not be filled in if all joint venture firms are disadvantaged business enterprises.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A) _____

a. Describe the role of the DBE firm in the joint venture _____

b. Describe very briefly the experience and business qualifications of each non-DBE joint venture: _____

5. Nature of joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

a. Profit and loss sharing.

b. Capital contributions, including equipment.

c. Other applicable ownership interest.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles), who are responsible for day-to-day management and policy decision making, including but not limited to, those with primary responsibility for:

a. Financial Decisions _____

b. Management Decisions, such as:

(1) Estimating _____

(2) Marketing and Sales _____

(3) Hiring and Firing of Management Personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of Field Operations _____

Note: If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

AFFIDAVIT

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the grantee current, complete, and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, or those to each joint venture relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be

grounds for terminating any contract which may be awarded for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to be personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

UPDATES TO THE DBE PROGRAM

In 2002, Council updated the Disadvantaged Enterprise Program and amended the DBE goal to accomplish the acquisition of property for expansion of the Roseburg Regional Airport and engineering services to update and digitize the Airport Property Map and Capital Improvement Plan. The 2002-2003 DBE Program Goal was adopted by Resolution No. 2002-11 on June 10, 2002.

For the 2003-2004 DBE Program, there were two projects subject to the requirements: the relocation of displaced residents of the Town & Country Mobile Home Park which the City was acquiring for future Airport expansion and the reconstruction of a portion of the Airport apron area and engineering services for the project. The 2003-2004 City of Roseburg Disadvantaged Business Enterprise (DBE) Program Goal was adopted on September 8, 2003 by Resolution No. 2003-14.

The 2004-2005 DBE Program Goal was adopted through Resolution No. 2004-32 on October 11, 2004 for a project involving expansion of the Roseburg Regional Airport, reconstruction of a portion of the apron area as reflected in AIP#3-41-0054-14 and engineering services for the project.

The next project subject to the DBE Program involved improvements to the Airport run-up apron, taxiway, and taxi lane, and site grading for future Airport development as reflected in AIP#3-41-0054-14. As a condition of receiving FAA funds for this project, the 2005-2006 DBE Program Goal was adopted under Resolution No. 2005-19 on September 26, 2005.

DOWNTOWN – MAIN STREET ASSOCIATION AND PROGRAM

RESOLUTION NO. 2010-4

Background: On April 26, 2010, the City Council recognized the Downtown Main Street Association, via the adoption of Resolution No. 2010-4, which reads as follows:

WHEREAS, the Roseburg Downtown Main Street Association has been formed under the foundation of the Main Street Program; and

WHEREAS, the four points of the Main Street Program are: Organization, Promotion, Design and Economic Restructuring; and

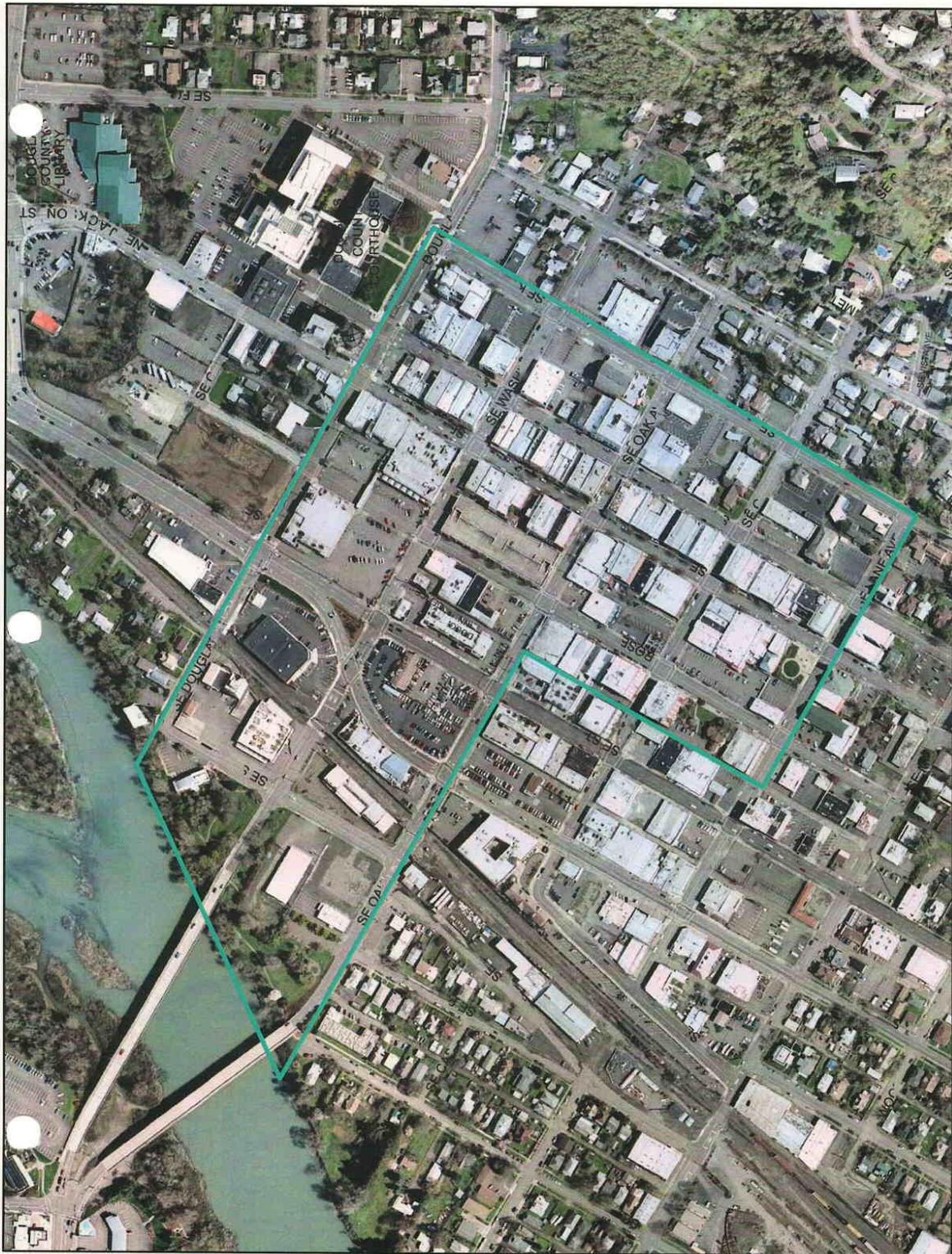
WHEREAS, aggressively pursuing these four principles will benefit, not only Roseburg's Central Business District and Downtown Waterfront areas as defined in Exhibit A, but our community as a whole; and

WHEREAS, the City of Roseburg desires to affiliate with the Roseburg Downtown Main Street Association for purposes of working cooperatively to enhance the Central Business District;

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG as follows:

Section 1: That the City of Roseburg hereby formally recognizes the Roseburg Downtown Main Street Association and welcomes the organization to work cooperatively with the City Council and City Staff to address areas of mutual concern and benefit.

:



DOWNTOWN – NON-SMOKING RESIDENTIAL UNITS

Background: On February 11, 2008, the City Council adopted Resolution No. 2008-03 supporting non-smoking residential units in the Historic Downtown District. The resolution read as follows:

WHEREAS, Downtown Roseburg is a designated National Historic District that contains a significant inventory of historic commercial structures that are conducive to conversion of upper floors to housing; and

WHEREAS, Downtown Roseburg’s historic structures were largely constructed in such a manner that the structures are more susceptible to fire damage as opposed to new construction; and

WHEREAS, the City of Roseburg’s Land Use Development Code encourages uses of upper floors of historic structures downtown for residential uses; and

WHEREAS, the Historic Resources Review Commission supports a voluntary smoke free environment for historic structures in Historic Downtown Roseburg; and

WHEREAS, the non-smoking housing is an exciting market opportunity for Downtown landlords; and

WHEREAS, most renters would prefer non-smoking buildings and many landlords say that a no-smoking rule helps them attract and keep tenants who understand the benefits of not smoking inside their homes; and

WHEREAS, a no-smoking rule is one of the easiest ways to reduce damage to residential dwellings.

NOW, THEREFORE, BE IT RESOLVED, that the Roseburg City Council asks the members of the rental business community and those property owners of rental housing, particularly in Historic Downtown Roseburg, to consider adopting a “No-Smoking Rule” for their rental dwelling units.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption by the City Council.

DOWNTOWN VERTICAL HOUSING DEVELOPMENT ZONE

Background: On June 22, 2009, the Council adopted Resolution No. 2009-17, which read as follows:

A RESOLUTION SUPPORTING DESIGNATION OF OREGON VERTICAL HOUSING DEVELOPMENT ZONE

WHEREAS, the application for designation of a vertical housing development zone supports the City of Roseburg's Downtown Master Plan goals; and

WHEREAS, the application for the development zone will incentivize developers to revitalize downtown by encouraging mixed use construction; and

WHEREAS, the application for the development zone will increase housing opportunities which may stimulate the economy, improve safety and promote social and cultural growth; and

WHEREAS, Roseburg is a Performing Main Street Community and an application for designation of the development zone supports those efforts; and

WHEREAS, the application for the development zone supports the efforts of the 2008-2009 Resource Assistance for Rural Environments (RARE) program; and

WHEREAS, the application for the development zone creates the conditions for a broader tax base in the future;

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Roseburg, that the City of Roseburg approve application for designation of an Oregon Vertical Housing Development Zone in the Downtown Historic District.

ETHICS LAWS

Background: Section 3.9 of the Roseburg City Charter of 1982 set forth a prohibition on conflicts of interest, and provided that: "No councilor or mayor may be pecuniarily interested in any contract the expenses of which are to be paid by the City or vote upon any subject in which pecuniarily interested." This limitation restricted the City from contracting with elected officials.

The limitation in Section 3.9 of the Roseburg City Charter of 1982 and its predecessors existed long before public contracting laws and the State Code of Ethics which was enacted in 1974. With the enactment of the State Code of Ethics, city officials and employees and their relatives were subject to comprehensive regulations dealing with potential and actual conflicts of interest.

The Council found it in the public interest to repeal Section 3.9 of the Charter and adopt a new Section 6.8 conflict of interest provision that would affirm that the state ethics laws govern the conduct of all city officers, employees, appointees and agents. Through the adoption of Resolution No. 1994-01, on January 10, 1994, Council sent the matter to the voters at the March 22, 1994 election. The voters approved the Charter amendment, making the Charter uniform with state law by creating a new Section 6.8 to read as follows:

Section 6.8. Conflict of Interest. The state ethics laws shall govern the conduct of all city officers, employees, appointees and agents.

Section 2. If this Measure is approved, a new section is added to Roseburg's Charter to require all city officers, employees and agents comply with state ethics laws. In order to make Roseburg's Charter uniform with state laws, section 3.9 of the Charter will be repealed. That section predates state ethics and public contract laws. It limits the City's power to contract with elected officials. State ethics and public contract laws will apply to all city officials.

Section 3. This Measure shall become effective upon approval by the electors.

The foregoing Resolution adopted *the 10th day* of January, 1994.

EXECUTIVE SESSION – NEWS MEDIA ATTENDANCE POLICY

Background: On April 27, 2009, the Roseburg City Council adopted Resolution No. 2009-10 establishing the "City of Roseburg Executive Session Attendance Policy". Shortly thereafter, a statewide task force representing the League of Oregon Cities, the Oregon Newspaper Publishers Association, the City of Lake Oswego, Oregon Association of Broadcasters and Open Oregon: A Freedom of Information Coalition, was formed to help Oregon cities, counties and other public bodies draft a "model policy" regarding access to executive sessions of local governing bodies and their advisory boards. The work of the statewide task force was completed and a model policy was developed that allowed both local government and media to pursue their legitimate duties without undue interference. So, on November 9, 2009, the Council adopted Resolution No. 2009-24 rescinding said policy, and replaced it with the model policy developed by the state wide task force as referenced above, via the adoption of Resolution No. 2009-25, which read:

WHEREAS, Oregon public meetings law provides that representatives of the news media shall be allowed to attend certain executive sessions of public bodies, but may be required to not disclose specified information [ORS 192.660(4)]; and

WHEREAS, because at the time state law relating to media attendance at executive sessions was adopted, "news media" consisted of entities that were institutionalized and structured to support compliance with the requirements of ORS 192.660(4), the law includes no express mechanism for enforcing those requirements; and

WHEREAS, technological advances since the time the public meetings law was initially adopted have resulted in development of communication mechanisms allowing virtually any individual or entity to disseminate information widely; and

WHEREAS, the City Council of the City of Roseburg finds that in the absence of a statutory definition of "news media" as that term is used in ORS 192.660(4), it is necessary to adopt a policy that implements the intent of the public meetings law relating to executive session attendance without precluding attendance by Internet-based or other "non-traditional" information disseminators that are institutionalized and committed to compliance with ORS 192.660(4);

WHEREAS, the City of Roseburg recognizes that this policy is solely for the purpose of determining eligibility to attend executive sessions, which requires non-disclosure of specified information from executive sessions, and is not intended to otherwise define "news media" or to determine eligibility to report on City of Roseburg activities or to limit access to other City of Roseburg meetings by any person;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Roseburg City Council, the City of Roseburg Executive Session News Media Attendance Policy is hereby adopted to read as follows:

**ROSEBURG CITY COUNCIL
EXECUTIVE SESSION NEWS MEDIA ATTENDANCE POLICY**

SECTION 1. Currently Recognized News Media Organizations. The following entities are hereby recognized as news media organizations eligible to attend executive sessions because they have an established history of meeting the requirements of this policy: *The News-Review of Roseburg; The Roseburg Beacon; The Register Guard of Eugene; The Oregonian of Portland; KPIC TV of Roseburg; KEZI TV of Roseburg; KMTR TV of Roseburg; KOBI TV of Medford; and KQEN Radio, KRSB Radio, KKMIX Radio, KSKR-AM Radio and KSKR-FM Radio, all divisions of Brooke Communications of Roseburg.* No other entity shall be permitted to attend an executive session unless it is recognized through the process described in Section 2 below.

SECTION 2. Recognition of Other News Media Organizations.

A. The following entities are recognized as news media organizations eligible to attend executive sessions:

1. A general or associate member newspaper of the Oregon Newspaper Publishers Association, a broadcast member of the Oregon Association of Broadcasters or a member of the Associated Press; or

2. A newspaper that the City of Roseburg uses for publication of public notices and that meets the requirements of ORS 193.020; or

3. An entity recognized by the City of Roseburg as being a news source that:

3.1 is organized and operated to regularly and continuously publish, broadcast, transmit via the Internet or otherwise disseminate news to the public, and that regularly reports on activities of the City of Roseburg or matters of the nature under consideration by the City Council; and

3.2 is determined by the City of Roseburg to be a business entity that is institutionalized,¹ committed to, and structured to support, the terms of ORS 192.660(4)². In making this determination, the City Council may consider and weigh any factors that it deems to be relevant, including, without limitation, the existence of any of the following factors:

3.2.1 the entity has multiple personnel with definite roles within its organizational structure;

3.2.2 the names of news-reporting personnel, and responsible entity management personnel, together with addresses and contact telephone numbers, are readily available;

3.2.3 the entity has an available process for correcting errors, including violations of executive session statutes, by a person with authority to take corrective measures.

¹ For the purposes of this policy, “institutionalized” means long-established or well-established.

² ORS 192.660(4). Representatives of the news media shall be allowed to attend executive sessions other than those held under subsection (2)(d) of this section relating to labor negotiations or executive sessions held pursuant to ORS 332.061(2), but the governing body may require that specified information be undisclosed.

B. It shall be the entity’s burden to persuade the City Council by substantial evidence that it should be recognized as a news media organization meeting the criteria in Section 2(A) of this policy. Such evidence must be submitted 30 calendar days in advance of the first executive session that the entity desires to attend. The City Council shall make a determination within 14 calendar days of receiving the evidence submitted by the entity. The City Council may elect to forgo this procedure in cases where the City Council, in its own discretion, determines that it can immediately recognize that an entity qualifies under this policy or in cases where the City Council, in its sole discretion, determines that other good cause exists for making an expedited determination. A determination that the entity is not recognized shall be based upon written findings addressing the criteria in Section 2(A) of this policy.

SECTION 3. Attendance at Executive Sessions. Representative of news media organizations recognized pursuant to Sections 1 and 2 of this policy shall be allowed to attend executive sessions, except as described in ORS 192.660(4) and 192.660(5) and further set forth in this Section, pursuant to the following process:

A. The representative must provide substantial evidence persuading the City Council, that he or she is a news reporter for the recognized news media organization. In making its determination whether to recognize the person as a representative of the news media organization, the City Council shall require:

1. A press badge or identification issued by the recognized news media organization, plus proof of identity (such as a driver’s license);

2. A recently published news article in the recognized news media organization’s publication or broadcast, with the person’s byline, or a masthead showing the person’s name as a member of the news gathering staff of the news media organization, plus proof of identity; or

3. A letter on letterhead from an editor of the recognized news media organization in which the editor states that the reporter is covering the meeting for the news media organization, plus proof of identity.

B. At its own discretion, the City Council may allow representatives of recognized news media organizations to attend executive sessions involving deliberations with persons designated to carry on labor negotiations [ORS 192.660(4)]. If the executive session is being held for the purpose of conferring with counsel about current litigation or litigation likely to be filed, the City Council shall exclude any member

of the news media from attending if the member is a party to the litigation to be discussed or is an employee, agent or contractor of a news media organization that is a party to the litigations [ORS 192.660(5)].

C. The City Council may require that a request to attend an executive session be made in writing on the form attached hereto as Exhibit "A". The form shall require disclosure of the person's name, and the entity for which he or she is a news reporter, and shall require submission of evidence described in Section 3(A) (1), (2) or (3) of this policy. The form shall also include a signature line whereby the person certifies that they are gathering news for a recognized news media organization, that the information given is true and that they agree to comply with ORS 192.660(4).

D. The City Council may consider any relevant evidence provided or gathered in making its decision as to whether a person shall be recognized as a representative of a recognized news media organization.

SECTION 4. Recording Devices Prohibited. Cameras, tape recorders and other recording devices shall be not used in executive sessions, except for the official executive session tapes made by City staff.

SECTION 5. Exclusion Based on a Direct Personal Interest. A representative of a news media organization that has a direct personal interest in the subject of the executive session that would frustrate the purpose of the executive session may be barred from attending.

SECTION 6. Application to City Commissions. This policy shall apply to the City Council and all City commissions.

EXHIBIT "A" OF RESOLUTION NO. 2009 - 25
NEW MEDIA REQUEST TO ATTEND EXECUTIVE SESSIONS
OF THE ROSEBURG CITY COUNCIL

NAME: _____

NEWS MEDIA ORGANIZATION: _____

DATE: _____

Pursuant to the provisions of ORS 192.660(4), which allows representatives of the "news media" to attend executive sessions of public bodies, and in compliance with City of Roseburg Resolution No. 2009-25, I am hereby requesting to attend executive sessions of the Roseburg City Council as a representative of the above-listed news media organization.

1. In connection with my request, I hereby certify that I am a representative of the news media identified above engaged in the act of gathering news for said organization.

2. Along with this request, I am providing proof of my identity (such as a driver's license) and one of the following, as required by Section 3 (A) of City of Roseburg Resolution No. 2009-25:

- A press badge or identification issued by the news media organization identified above;
- A recently published news article in the above identified news media organization's publication or broadcast, with my byline, or a masthead showing my name as a member of the news gathering staff of the news media organization; or
- A letter on letterhead from the editor of the above identified news media organization in which the editor states that I am covering the meeting for the news media organization.

3. I hereby certify that the information I am submitting is true and I agree to comply with ORS 192.660(4).

Applicant's Signature: _____ **Date:** _____

Printed Name: _____

.....

Approved: _____ **Denied:** _____ **by the Roseburg City Council on**
this ____ **day of** _____.

ATTEST: _____

Sheila R. Cox, City Recorder
FACILITIES REPLACEMENT FUND

Background: In fiscal year 1999-2000, the Facilities Replacement Fund was formed to provide renovation and replacement of non-enterprise fund assets. In 2007, the City conducted a “building condition inventory” which identified facilities that needed to be addressed, but did not differentiate between governmental and enterprise funding sources. From that time forward, projects were placed in the proposed budget for approval, including expenditure for enterprise needs. In 2011, Council approved use of \$150,000 from the Facilities Fund to pay for repairs to the airport refueling system, which was later objected to by a member of Council. As a result of such objection, a great deal of discussion regarding use of the Facilities Fund for enterprise operations was held over the next several months. It was determined at that time that such use was allowed by budget law and the Fund had been used in the past to address golf course needs. It was agreed that Enterprise Funds were created for activities that had the potential of being “self-supporting” as they could logically be paid for or recovered through user fees, although such fees might not be cover 100% of the needs of such fund. It was determined, if funds were needed to maintain capital assets or provide grant match money, the Council should be allowed to authorize use of facilities fund dollars for those purposes. On October 24, 2011 Staff was directed to remove the language in the budget narratives that implied the Facilities Replacement Fund could not be used to renovate or replace an Enterprise Fund asset and to continue the past practice of only using the Facilities Replacement Fund for such improvements if there were insufficient Enterprise Funds available and Council authorized use of the Facilities Fund to protect and preserve a capital investment of the City.

FAIR HOUSING

Background: On January 12, 2004, the Roseburg City Council adopted Resolution No. 2004-01, supporting the Fair Housing Amendments Act of 1988. The resolution read:

FAIR HOUSING RESOLUTION

LET IT BE KNOWN TO ALL PERSONS of the City of Roseburg that discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in the provision of brokerage, rental services because of race, color, sex, disability (physical or mental), familial status (children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988. It is the policy of the City of Roseburg to support the Fair Housing Amendments Act of 1988 and to implement a Fair Housing Program to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin. Therefore, the City does hereby pass the following Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Roseburg, that within the resources available to the City through city, county, state, federal and community volunteer services, the City will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Oregon Civil Rights Division or the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division, that they may seek equity under federal and state laws.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

THE FAIR HOUSING PROGRAM, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing Law and complaint procedures, will at a minimum include, but not be limited to: 1) the printing, publicizing and distribution of this Resolution; 2) the distribution of posters, flyers, pamphlets and other applicable Fair Housing information provided by local, state and federal sources, through local media of community contacts; and 3) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint.

**FIRE DEPARTMENT DEPLOYMENT PLAN – STANDARD OF COVERAGE FOR
EMERGENCY RESPONSE**

Background: On March 11, 2002, the Council adopted Resolution No. 2002-3 adopting the Oregon Fire Service Deployment Standard Process and the City of Roseburg's Standard of Coverage for Emergency Response. Such resolution read as follows:

WHEREAS, the City of Roseburg Fire Department believes it is appropriate and necessary to have adopted deployment standards for the provision of fire and emergency services; and

WHEREAS, the Oregon Fire Chiefs Association and the Oregon Fire District Directors Association have designed a process, known as the " Oregon Fire Service Deployment Standard Process", which identifies practical and defensible standards for the deployment of fire and emergency services apparatus and personnel in the State of Oregon; and

WHEREAS, such process provides for the diverse and unique economic, demographic, geographic and geo-political challenges faced by fire service providers throughout the State of Oregon; and

WHEREAS, using the Oregon Fire Service Deployment Standard Process, the City of Roseburg Fire Department has, on its own behalf, developed a plan, known as the "City of Roseburg's Standard of Coverage for Emergency Response", which sets forth a deployment standard based on the fire and life safety risks most common to the City of Roseburg;

NOW THEREFORE, it is hereby resolved by the Roseburg City Council that the Oregon Fire Service Deployment Standard Process and the City of Roseburg's Standard of Coverage for Emergency Response, are hereby adopted.

NOTE: The Fire Department's Deployment Plan/Standards of Coverage for Emergency Responses is on file with the Fire Chief's Office.

FIRE - DOUGLAS COUNTY MUTUAL AID AGREEMENT

Background: In 2005, pursuant to the authority of ORS Chapter 190, the Douglas County Fire Chiefs Association prepared an agreement, between local agencies for the purpose of securing to each, periodic emergency assistance for the protection of life and property, and recommended all Fire and Emergency Service Districts in Douglas County approve and enter into such agreement. Through the adoption of Resolution 2005-9, the Roseburg City Council authorized the City Manager to execute the Douglas County Mutual Aid Agreement on May 9, 2005. The agreement provides as follows:

1. INTRODUCTION. Certain accidents, fires, natural disasters and domestic terrorism events have the potential of outstripping the capacity of any community to effectively respond to or mitigate emergencies. The parties to this Agreement desire to combine and coordinate resources for responses to such events occurring in Douglas County, Oregon.

2. PURPOSE. This Agreement is entered into among and between the participating agencies, for the purpose of securing to each, periodic emergency assistance for the protection of life and property. All prior County-wide Mutual Aid Agreements are canceled. It is agreed between the parties hereto that this Agreement shall be effective on the date signed by at least two parties, and shall be effective as to each additional party upon approval as provided in Section 19 of this Agreement.

3. AUTHORITY. This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). Further, ORS 190.010 authorizes units of local government to enter into written agreements with other units of local government for the purposes of "any and all functions and activities" that the parties to the Agreement, its officers or agencies, have authority to perform. Additionally, ORS Chapter 433, 476 and 401 authorize the State Fire Marshal and the Administrator of the Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property disasters. This Agreement is intended to be consistent with, and supportive of, such state contingency plans.

4. SCOPE OF AGREEMENT. This Agreement, being in conformance with the Oregon Fire Service Mobilization Plan as adopted by the State Fire Marshal, shall include the following types and kinds of mutual aid assistance, and operating terms and conditions:

4.1 Type of Equipment and Personnel. the parties hereto agree to provide to all other parties to this Agreement properly trained and certified personnel and equipment as requested, if available. Provided, however, that the party to whom the request is made shall have, in its sole discretion, the ability to refuse such request if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that an agency may refuse a

request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency. The parties hereto recognize and agree that personnel and equipment shall be periodically unavailable under this Agreement due to nominal operating requirements. However, when any significant change occurs to the available equipment and/or personnel which shall last more than thirty (30) days, the party experiencing such change shall notify all other parties to this Agreement. All references to personnel include both paid and volunteer personnel.

4.2 Good Faith. Each of the Parties hereto agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary to successfully abate an emergency in the requesting party's jurisdiction. Provided, however, that the party to whom this request is made shall have in his or her sole discretion the ability to refuse such request, if sending or continuing such assistance may lead to an unreasonable reduction in the level of protection within his or her jurisdiction.

4.3 Dispatching. It is agreed by the parties hereto that mutual aid assistance, when sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this Agreement. The Parties hereto also agree to cooperate in designing and implementing a move-up or dispatch system to provide automatically a quick and adequate response of personnel and equipment as a given situation warrants. Further, the parties hereto agree that in unusual situations requests for assistance may take any reasonable form.

4.4 Supervision. When personnel and or equipment are furnished under this Agreement, the agency having incident command responsibility for the incident shall have overall supervision of mutual aid personnel and equipment during the period such incident is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident the commanding officer of the jurisdiction responding first to provide mutual aid assistance shall be in command of the incident until relieved by the commanding officer from the requesting jurisdiction. Further, supervision of individual responding personnel, including both job performance and/or conduct issues, such as failure to perform work as directed by a party having incident command responsibility, will remain with the jurisdiction at which the individual volunteers or is employed.

4.5 Incident Command System. The parties hereto agree that they shall operate in conformance with the State of Oregon Incident Command System as adopted by the Oregon State Fire Marshal and the Oregon Fire Chiefs Association for the operation of the Oregon Fire Service Plan. Such incident managements shall include record keeping functions so as to document all activities performed under this Agreement as required by the State Fire Marshall.

5. WAIVERS.

5.1 General Waivers. Each party to this Agreement waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this Agreement

5.2 Hold Harmless. Any party responding to a request for assistance under this Agreement shall save and hold harmless the requesting party from, and indemnify the requesting party against any and all third party liability for or on account of any death or injury to person, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of this Agreement. Each party hereto agrees to obtain liability insurance, or equivalent coverage, covering its activities assumed under this Agreement, to the minimum dollar amounts required under the Oregon Tort Claims Act, ORS 30.270(1). Nothing in this provision is intended to create liability for any responding jurisdiction at which the individual volunteers or is employed.
Douglas Co MAA Page ~ of!

5.3 Worker Compensation. Each party to this Agreement agrees to provide worker's compensation insurance coverage to each of its employees and volunteers, and recognizes that although overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees and volunteers will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon worker compensation law.

5.4 If any party to this agreement is not a governmental entity the hold harmless and indemnity provisions shall only apply, as relates to the non- governmental entity, to claimants covered by and not exceeding the limitation established by the Oregon Tort Claims Act (ORS 30.310-400).

6. REFUSALS TO PERFORM. If a party consistently fails to meet the requirements of this Agreement, that party may be eliminated from the Agreement after review from the Douglas County Fire Chiefs Association. The record of failing to meet the requirements of this Agreement will become the basis for the Fire Chiefs Association to recommend immediate cancellation of the Agreement with that party by all the other parties of this Agreement. Such non-complying party may appear before the Douglas County Fire Chiefs Association for the purpose of presenting its case at the time such action is considered.

7. COMPENSATION. Compensation to the parties herein shall take the following forms:

7.1 Like Kind Exchange. The parties hereto have agreed to provide equipment and/or personnel at such levels as are reasonably balanced. Specifically, the extent of personnel and equipment contemplated under this Agreement by each party hereto are

reasonably balanced in terms of cost and/or other expense or in service one to the other.

7.2 Monetary Reimbursement. Each jurisdiction responding to a request for Mutual Aid shall be responsible for billing and collecting for costs incurred. Any cost recovery actions brought by responding jurisdictions under this Agreement against third parties shall be undertaken by each jurisdiction responding to the request for Mutual Aid. Where a responding party submits a bill, to recover costs for responding and assisting a party to this agreement, such costs shall be in accordance with the Oregon Fire Service Mobilization Plan Emergency Conflagration Act Hourly Rate Reimbursement Schedule, or rates established by a District Resolution. Where specific types of equipment and/or personnel are not listed on the MPEC schedule, the compensation rate shall be that agreed upon at the time the equipment and/or personnel were requested.

8. TERMINATION. Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to any and all other parties. Such notice being sent to the governing boards of the other parties and a copy thereof to the chief of the department of the parties notified.

9. EXTRA JURISDICTIONAL OPERATING AUTHORITY. The parties hereto recognize and agree that ORS Chapters 190, 453, 476 and 478 extend the powers and authorities of the parties herein beyond their regular jurisdictions when operating under this Agreement. The Boards, by entering into this Agreement specifically authorize such service outside their respective jurisdictional boundaries.

10. RETIREMENT SYSTEM STATUS. Under this Agreement the requesting party is not responsible for Public Employees Retirement System benefits. Further, the parties agree that no benefits shall arise for federal Social Security, Unemployment Insurance, or Worker's Compensation.

11. ASSIGNMENTS/SUBCONTRACTS. The parties shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement in whole or in part, without the prior written approval of the other parties hereto.

12. SUCCESSORS IN INTEREST. The provisions of this Agreement shall be binding upon and inure to the benefit of all other parties to the Agreement and the respective Successors and Assigns.

13. COMPLIANCE WITH GOVERNMENT REGULATIONS. Each party to this Agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

14. FORCE MAJEURE. No party to this agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, which is beyond the reasonable control of the parties.

15. SEVERABILITY. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

16. OTHER AGREEMENTS. All parties shall make every reasonable effort to meet the requirements of this Agreement in negotiating any other such agreements. A report of any such agreements shall be made at the Douglas County Fire Chiefs Board meetings, so any potential issues raised may thereby be discussed.

17. AMENDMENTS. The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

18. DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. However, any dispute arising under this Agreement shall be arbitrated in accordance with ORS 190.7.10- 800.

19. APPROVAL SIGNATURES. After reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this agreement on behalf of:

The parties involved were:

Signed off:

Calapooia Rural Fire District
Cayonville-South Umpqua Fire District
City of Myrtle Creek Fire Department
City of Roseburg Fire Department
Days Creek Fire Department
Fair Oaks Fire District
Milo Rural Fire District
Lookingglass Fire District
North Douglas County Fire & EMS
Oakland Rural Fire District
Tenmile Rural Fire District
Winston-Dillard Fire District
Douglas County Forest Protective Assoc.

Did Not Sign-off:

Azalea Rural Fire District
Camas Valley Fire Department
City of Sutherlin Fire Department
Douglas County Fire District No. 2
Glendale Fire District
Glide Rural Fire Protection District
Lakeside Fire District
Myrtle Creek Fire District
Riddle Rural Fire District
Scottsburg Rural Fire District
Tiller Rural Fire District
Tri-City Rural Fire District
Siuslaw Rural Fire District #1

FRANCHISE FEES – DISTRIBUTION FORMULA

Background: On February 28, 2011, the City Council adopted Resolution No. 2011-04 dedicating 15% of all franchise fees collected to the transportation fund for pavement maintenance. The resolution read as follows:

WHEREAS, on June 8, 2009 a report entitled "City of Roseburg Public Works Department Pavement Management Program Budget Options Report" was presented to the City Council; and

WHEREAS, the aforementioned study valued the City's existing pavement infrastructure at \$65 million; and

WHEREAS, the study outlined strategies for preserving the City's street system and indicated a need to spend a minimum of \$800,000 annually to preserve the street system at its current level; and

WHEREAS, there is a direct correlation between pavement life and utility cuts within the paved section; and

WHEREAS, franchise fees are collected from utilities that occupy the City's rights-of-way; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Roseburg, Oregon, that 15% (fifteen percent) of all franchise fees collected shall be dedicated to the Transportation Fund for purposes of pavement preservation and maintenance beginning July 1, 2011.

FUNDING/BUDGETARY COMMITMENTS

Background: Over the years, the Council has agreed to contribute toward certain local efforts that have been deemed to benefit the community. The following is a summary of such commitments:

DOUGLAS COUNTY LIBRARY: At the general election on November 7, 1989, the voters of Douglas County approved the construction of a new Douglas County Library Headquarters through the use of O&C funds. Unfortunately, the County was unable to totally fund the project and approached the City for financial support. On March 9, 1992, the Council adopted Resolution No 92-3 wherein the City agreed, subject to annual appropriation in the City's adopted budget, to fund maintenance and utility expenses associated with the new Douglas County Library Headquarters building in an amount not to exceed \$50,000.00 per year. There was no date established upon which the contributions were to be discontinued.

GUARDIAN OF HEROES/PARKING LOT BY VA CEMETERY: In the fall of 2010, the non-profit organization known as the Guardians of Heroes approached the City regarding their desire to raise funds to construct a parking lot on City property adjacent to the Roseburg National Cemetery. The group asked the City to be the recipient of all donations which were raised for the cause; the City agreed and the parties entered into a funding agreement on December 6, 2010 which set forth the following:

- the City would have no obligation to solicit donations and the Guardians would not bind the City to any contractual or legal obligations;
- Guardians would provide donation receipts with one going to the donor, one to the Guardians and one to the City;
- A trust fund entitled "City of Roseburg Guardians of Heroes" was established and all donations were deposited into the account; the Guardians were responsible for all recordkeeping, making weekly deposits in the account and filing monthly reports to the City identifying all donations received;
- Prior to the release of any funds, the Guardians and the City were to enter into a construction agreement dictating future rights and responsibilities; and
- The agreement was to be in place until the project was accomplished.

SAVING GRACE ANIMAL SHELTER: On November 23, 2009, the City entered into an agreement with Saving Grace, Inc. to make financial contributions toward the building of a new animal shelter. The City agreed to pay Saving Grace \$25,000 per

year (from the Police Department's budget) for four consecutive fiscal years for a total of \$100,000. The first \$25,000 payment was to be released upon written confirmation from Saving Grace that construction had begun and subsequent annual payment were to be made on the anniversary date of the first payment. In exchange, Saving Grace agreed to the following:

- Construct a new animal shelter to house and care for abandoned and neglected animals collected from within the City'
- To provide written notification affirming that construction of the new shelter shall begin and to submit quarterly construction progress reports;
- Provide verification that they had requested similar funding from other Douglas County cities;
- Make good faith efforts to work cooperatively with the Humane Society and the Society for Prevention of Cruelty to Animals to coordinate animal protection services and provide annual reports regarding such efforts.

SCHOOL RESOURCE OFFICER (SRO): In 2006, the City developed a Memorandum of Understanding with Douglas County School District #4 (District) to outline a program for provision of mutual assistance to address public safety related issues on or near District property.

Goals and Objectives: The goals and objectives of the program were as follows:

1. By establishing an on-campus police presence, reduce criminal acts and the fear manifested by them.
2. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
3. Maintain a safe and secure environment on campus, which will be conducive to learning.
4. Promote positive attitudes regarding the police role in society and to inform students of their responsibilities as lawful citizens.

Basic Duties: The Police Officer is charged with the responsibility of fulfilling the police mission of the primary level of execution, prevents and represses crime through patrol activities, enforces city ordinances, state and federal laws, apprehends offenders and secures compliance in lesser non-criminal matters. The officer may be assigned to normal patrol or investigative duties during months when school is not in session. Performs other related activities peripheral to basic police duties in the area of community services.

School Resource Officer (SRO) Duties: When assigned as School Resource Officer, additional qualifications and duties will apply. The department's goal in this position is to maintain positive relations with school officials, teachers and students, develop recommendations for school campus security enhancements and help school officials maintain campus safety and security. Other duties and responsibilities may include but are not necessarily limited to the following:

- Represents and reflects the professionalism of the Department
 - Assists school officials in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus
 - Assists in planning and participates in regularly scheduled safety or "lockdown" drills during the school year
 - Investigates crimes occurring on school property and presents solutions to problems that are identified in or affecting schools or students
 - Maintains positive relationships with school officials, teachers and students
 - Interacts with students on an individual basis and in small groups
 - Become familiar with and make referrals to agencies and resources that offer assistance to youth and their families
 - May report to school officials violations of school policies or rules which may result in administrative sanctions against the offending student
 - Does public speaking and may conduct classes for staff and/or students as related but not limited to school safety, security and crime prevention
 - Duties may also include limited student mentoring, conflict mediation, development of problem solving strategies to deal with specific issues and problems that are identified through the use of accepted enforcement tactics, prevention, and education
 - In cooperation with school officials, coordinates police-related security at school special events
- Employment and Assignment of School Resource Officer:

The School Resource Officers shall remain employees of the Roseburg Police Department and shall not be employees of the school district. The SRO will be subject to the rules and policies of the police department, and their primary function will be that of a police officer. The school district and the police department acknowledge that the SRO will remain responsive to the command of the police department.

In the event the SRO is absent from work, the SRO is to notify both his/her supervisor at the police department *and* the designated school official.

Hours and Special Events: The School Resource Officer(s) will be assigned to the high school on a full-time basis, (40 hour work week) during the school year, notwithstanding a determined law enforcement emergency that would require a temporary re-assignment. As the SRO assignment involves a 10-hour 4-day work week, the SRO's days off will be determined based on school need. Generally, the SRO will be on campus at the beginning of the school day 7:00 am until the end of the school day 4:00 pm. SRO's may, from time to time, be off campus tending to assignments as required (e.g., court, arrest, etc.)

The school district shall pay for overtime for requested attendance at special school events such as dances and sporting events, as has been the custom. These events may require additional police presence as determined by school officials. The SRO will work with school officials to coordinate security needs as required.

SROs shall wear their duty uniform and carry their duty weapon while at school, while on duty.

Search Procedures: School officials may request the presence of the SRO when searching a student subject to school policy. Legally obtained evidence, pursuant to a school search, may be used by the SRO in a criminal process against the student.

Searches conducted by the SRO pursuant to a criminal investigation will meet all the requirements as set forth by local, state, and federal statute and police department policies and procedures.

Investigations Procedures: SROs and other law enforcement officials may interview students (suspects or witnesses) at school during school hours.

The investigating SRO or investigating officer should contact the designated school official to inform him/her of the reason(s) to conduct the investigation within the school when it will not jeopardize the investigation.

While parental consent is not required for an officer to interview a student regarding a criminal matter, the investigating officer may, at their discretion, attempt to notify the student's parent or guardian regarding the on-going investigation. A school official may, at the discretion of the investigating officer, be present during the questioning of a student.

Any investigation involving a school staff member will be conducted by an officer not assigned to the SRO program.

Communication: Any school or school district staff member who becomes aware of any suspected criminal act involving a student shall be responsible for sharing information with the SRO and any other appropriate agency having jurisdiction in accordance with school district policy and state law.

The police department will notify school officials of any criminal event that could have a significant impact on the school. Investigations of a confidential nature will be appropriately communicated as determined by the investigating officer or the SRO.

A lock down initiated by the school will immediately be communicated to the SRO or police department in the absence of the SRO.

Performance: In the event that school officials determine that a particular SRO is not effectively performing his/her duties as established in this document or has conducted themselves in a manner that is inconsistent with continued work in the school environment, the district may request that the officer be reassigned. The police department reserves the right to make the final determination of assignment based on department policies and procedures.

Evaluation: It is mutually agreed upon that the police department shall annually evaluate the SRO program and performance of the SRO with input from the school officials. School feedback may be included in the SRO's annual police department evaluation.

Monthly Participation Reports: Utilizing the information systems of both the District and the City, the SRO shall provide the City and the District with monthly reports reflecting the SRO's school related activity.

Subsequently, under an Intergovernmental Agreement dated September 1, 2006, the City and the District, it was agreed the City would compensate two police officers as SROs under the supervision of the Police Chief who would control the salary range for the officers and provide a vehicle and related equipment and supplies. The District agreed to pay the City \$90,000 per year for the first two years and to mutually agree on an amount for each succeeding two-year period. And the parties agreed the agreement could be terminated upon 90 days written notice to the other.

By an amendment to the agreement, on September 1, 2008, the parties agreed to increase the amount the District paid annually to \$100,000 for the fiscal years 2008-09 and 2009-2010.

In 2009, due to budgetary restrictions, the City eliminated one School Resource Office and the agreement was amended so the District would pay \$100,000 for the fiscal year 2008-09 and \$50,000 for the fiscal year 2009-10. By amendment to the agreement effective July 1, 2010, the District agreed to pay the City \$50,000 for the fiscal year 2010-11 and to mutually agree to an amount for each succeeding fiscal year.

SOUTHERN OREGON WINE INSTITUTE (SOWI): On October 18, 2010, the City entered into an agreement with Umpqua Community College (UCC) to provide grant funds to assist UCC in the construction of the “Southern Oregon Wine Institute (SOWI) Teaching, Learning and Event Center”. The City agreed to grant \$20,000 per year for five consecutive fiscal years with the first grant disbursement being made during the 1011-2012 fiscal year. The grant was contingent upon UCC achieving the goal of \$4,250,000 in funding and commencing the project on or before October 1, 2010. If the project failed to be completed by December 31, 2011, UCC was to return all funds received from the City. The City’s obligations were subject to and dependent upon future appropriations approved by the Budget Committee and City Council, on a year-to-year basis, with the funds coming from the City’s Hotel/Motel Tax Fund for which revenues are received through transient room taxes.

U-TRANS: On April 21, 2010, the City entered into an agreement with United Community Action Network (UCAN) to contribute \$60,000 per year (in quarterly installments of \$15,000 each) toward the operation of the U-TRANS public transportation system in Roseburg and surrounding communities. The agreement was made conditional upon funding participation from all benefitting communities with the City having the right to cancel the agreement upon 30 days written notice if another benefitting community failed to make pro-rated contributions. The agreement was reaffirmed in writing on July 1, 2011 for an extension through June 30, 2012.

YMCA SWIMMING POOL: On September 19, 1986, the City entered into an agreement with the local YMCA wherein in exchange for the City paying the YMCA the balance of the Swimming Pool Capital Improvement Fund (proceeds from the sale of the former City Swimming Pool to the Roseburg School District to allow for construction of Rose Elementary School), the YMCA was to provide public (non-member) access to the swimming pool. Thereafter, any changes in public access hours had to be approved by the City Council. The agreement expires in September, 2021.

GASB 54 – FUND BALANCE REPORTING

Background: In response to the Governmental Accounting Standards Board's (GASB) adoption of Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, on November 28, 2011, the Council adopted Resolution No. 2011-21 which read as follows:

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, regarding fund balances in governmental funds; and

WHEREAS, GASB 54 requirements are effective for financial periods beginning after June 15, 2010; and,

WHEREAS, the City of Roseburg has the authority to develop guidelines for compliance with the new pronouncement; and

WHEREAS, the Council of the City of Roseburg reserves the right to establish and modify commitments of ending fund balance; and

WHEREAS, the Council of the City of Roseburg reserves the right to designate administrative staff to assign fund balances not committed or restricted by outside agencies; and

WHEREAS, the City of Roseburg may have different fund types and different accounting requirements for budgetary purposes than it has for financial statement reporting purposes; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Roseburg, Oregon:

1. Amounts in the Hotel/Motel Fund are committed to tourist promotion, streetlights, signals and sidewalks, and economic development.
2. Amounts in the Street Light Sidewalk Fund are committed to street lights, signals and sidewalks.
3. Amounts in the Economic Development Fund are committed to economic development activities.
4. Amounts in the Urban Renewal General Fund are committed to urban development.
5. All special revenue funds of the City have a restricted or committed revenue source as the foundation for the existence of the fund.
6. The authority to assign ending fund balance amounts to a specific purpose is hereby delegated to the Finance Director or designee.]

The resolution became effective upon adoption by the City Council on 11/28/2011.

HIGHWAY 138 POLICY

Background: The City of Roseburg is committed to providing and encouraging a safe, convenient and economic transportation system through its adoption of the City of Roseburg Transportation System Plan. Future growth and redevelopment is anticipated near the Harvard Avenue interchange, downtown Roseburg and along Diamond Lake Boulevard, and the Transportation System Plan identifies deficiencies on Oregon State Highway 138 between and through the Harvard Avenue interchange and Diamond Lake Boulevard in Roseburg. To address these concerns, through the adoption of Resolution No. 2008-11, on June 9, 2008, the City Council adopted Resolution No. 2008-11, adopting the Highway 138 Policy, as set forth below:

HIGHWAY 138 POLICY

BACKGROUND: A regional highway under the state highway classification system, Highway 138 is a vital link between the I-5 corridor and greater Roseburg to key destinations in central Oregon. However, the alignment of the State corridor through downtown Roseburg causes the following conditions:

1. Highway 138 experiences significant congestion both downtown and along Stephens Street which also serves as a major north-south commute route paralleling I-5.
2. East-west travel across the railroad tracks is effectively shut down when trains pass through the at-grade railroad crossings which impacts vehicular, freight, transit, and other non-auto modes causing congestion as well as giving rise to safety issues and potential delay for emergency vehicles. Four to six trains pass through the city during a typical 24-hour period.
3. Freight movement within the study area is impacted by some of the tight turning curb radii in downtown Roseburg causing some trucks to choose other roads, such as the congested Garden Valley Road corridor, as an alternative to access Highway 138.
4. Existing gaps in the bicycle and pedestrian transportation system result in a dysfunctional network that makes travel difficult and unsafe.

The role of the regional highway is to efficiently serve both freight and through travel. However, Highway 138 through Roseburg also functions as a main street, providing access to local businesses and residential neighborhoods. As the corridor has experienced continual increases in traffic volumes, these conflicting functions have led to inefficient travel for through traffic and congested and unsafe access for local businesses and pedestrians.

The City of Roseburg has teamed with Oregon Department of Transportation (ODOT) Region 3 to explore options to remedy problems occurring along the corridor. Hence, the Highway 138 Corridor Solutions Study was a vital step toward resolving pertinent planning issues involved that will enable a project proposal to ultimately become eligible for funding under the Statewide Transportation Improvement Program.

The next step following completion of the Highway 138 Corridor Solutions Study will be to initiate an Environmental Assessment (EA) following the National Environmental Policy Act (NEPA) process. An EA is required to allow the use of Federal Highway Administration (FHWA) funds for design and construction of any project that may be authorized at the completion of the NEPA process. The EA process will build on the information gathered in this study with a more detailed analysis of the natural, social, and engineering issues and opportunities within the study area. The FHWA will select a preferred alternative at the conclusion of the NEPA process.

CITY'S ROLE: The City of Roseburg, Douglas County, ODOT, Cow Creek Band of Umpqua Tribe of Indians, Umpqua Transit, Central Oregon and Pacific Railroad, the Roseburg Area Chamber of Commerce, neighborhood groups and interested individuals collaborated to form advisory groups for the Highway 138 Corridor Solutions Study. The groups recognized that a leader was needed to step forward after completion of the study to move the project forward.

The next step in the Highway 138 project is the NEPA process, and the City of Roseburg will take this lead. ODOT will fund the Environmental Assessment 100 percent, but the City will actively lead the effort to see it to completion. After the NEPA process is complete, which is anticipated to take 1-3 years, the City will continue to be a leader of the project.

THE POLICY: For the policies below, "Study Area" refers to Highway 138 between Interstate 5 Exit 124 (Harvard Ave) and Fulton Street.

1. The City of Roseburg supports the Highway 138 Corridor Solutions Study to move into the NEPA phase.
2. The City of Roseburg will lead the effort to improve the mobility, safety, connectivity, and multi-modal needs in the Study Area.
3. The City will cooperate to ensure a transportation system within the Study Area that is safe, efficient, convenient, economical and accessible.
4. The City will enhance the livability of Roseburg by ensuring that transportation facilities within the Study Area will be compatible with the characteristics of the built, social and natural environment.

5. The City will ensure that the movement of goods and services to, from, and within the Study Area are efficient, safe and competitive.
6. The City will implement project outcomes by working cooperatively with federal, state, regional and local governments, tribal entities, and residents.
7. The City will make no specific, predetermined outcome before processes are completed.
8. The City will continue to provide the opportunity for citizens to be involved in all phases of the planning process.

On September 11, 2009, the Council held further discussion on the plan. The project was estimated at \$11 million with 10% to be funded by the City which was scheduled in the Capital Improvement Plan over two years. The Council authorized the City Manager to execute a new Intergovernmental Agreement with ODOT to move the project forward to the design phase to lay out alignments and determine any require property acquisitions.

HISTORIC PROPERTIES – SECOND 15-YEAR SPECIAL ASSESSMENT OPTION

Background: The City of Roseburg and its citizens value the preservation of its architectural heritage and support tools to assist that preservation, including property tax deferment programs. In 2005, the Oregon Legislature enacted **HB 2776** which amended the Special Assessment of Historic Property Program to allow residential property owners to apply for a second period of special assessment as a local option. On June 12, 2006, the Council adopted Resolution 2006-14 allowing owners of specially-assessed residential property to apply for a second period of special assessment pursuant to the requirements of the statute and rules promulgated by the Oregon State Historic Preservation Office.

The 2007 Oregon Legislature enacted HB 416 which again amended the Special Assessment of Historic Property Program to residential property owners to apply for a second period of special assessment as a local option, providing the local jurisdiction approved a resolution granting the second 15 year period. On September 12, 2007, the City Historic Resources Review Commission unanimously passed a motion, recommending the City Council approve a resolution, authorizing the extended Second 15-year period of the Special assessment program as a local option. On September 20, 2007 the Roseburg Town Center Board of Directors unanimously passed a motion, recommending the City Council approve a resolution authorizing the extended Second 15-year period of the Special Assessment Program as a local option. Accordingly, on October 8, 2007, the City Council adopted Resolution No. 2007-16, approving a local option of a second 15-year period of special assessment of historic property pursuant to HB 416 of the 2007 Oregon legislative assembly.

IDENTITY THEFT PREVENTION POLICY

Background: The Fair and Accurate Credit Transactions (FACT) Act of 2003 became effective January 1, 2008; however entities covered by the rule had until November 1, 2008 to establish and implement policies to protect covered accounts against fraud and identity theft. As a municipal utility, the City was considered a "credit" subject to the rule; and therefore adopted Resolution No. 2008-23 on October 27, 2008. The policy was adopted as an Administrative Policy and incorporated into the City of Roseburg Administrative Policy and Procedure Manual as Chapter 2.16. The resolution and subject policy are set forth below.

THE CITY OF ROSEBURG IDENTITY THEFT PREVENTION POLICY

WHEREAS, the Federal Trade Commission (FTC) adopted requirements concerning the adoption of identity theft prevention policies required by the Fair and Accurate Credit Transaction (FACT) Act of 2003, which took effect on January 1, 2008; and

WHEREAS, the FTC's rule (Red Flags Rule) requires creditors, such as City utilities, to establish identity theft prevention programs for covered accounts, including utility accounts; and

WHEREAS, the Red Flags Rule requires identity theft prevention policies to provide for the identification, detection and response to patterns, practices or specific activities, known as "red flags", that could indicate identity theft; and

WHEREAS, City staff has evaluated the number and type of accounts covered by FACT, the likelihood of damage from identity theft, the cost and operational burden in tracking "red flags" and appropriate responses in the event an identity theft situation develops; and

WHEREAS, the City Recorder has prepared the Identity Theft Prevention Policy in conjunction with the Finance Director to become effective no later than November 1, 2008;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Roseburg that the Identity Theft Prevention Policy attached hereto as Exhibit "A" is hereby adopted and shall be incorporated into the City of Roseburg's Administrative Policy and Procedure Manual as Chapter 2.16. This resolution shall become effective immediately upon its adoption by Council and approval by the Mayor.

CITY OF ROSEBURG ADMINISTRATIVE POLICY & PROCEDURE MANUAL CHAPTER 2.16 IDENTITY THEFT PREVENTION POLICY

2.16.1 GOAL. The goal of the City of Roseburg's Identity Theft Prevention Policy ("Policy") is to ensure that the confidentiality, integrity and availability of information

owned by or entrusted to the City of Roseburg is protected in a manner that is consistent with the requirements of the Federal Trade Commission's Red Flags Rule ("Rule") which implements Section 114 of the Fair and Accurate Credit Transactions (FACT) Act of 2003 and ORS 646A.622, the Oregon Consumer Identity Theft Protection Act ("OCITPA").

2.16.2 PURPOSE. The primary purpose of the City of Roseburg's Identity Theft Protection Policy is to detect, prevent and mitigate identity theft in connection with improper security or misuse of sensitive information the City may need to collect due to the nature of the services it provides, particularly in the City's utility billing department. This Policy is intended to protect the security and confidentiality of any personal identifying information obtained by the City for business purposes.

2.16.3 SCOPE. This Policy applies to all customers and vendors of the City, as well as its employees, consultants, temporary employees, volunteers, or anyone working for or under the auspices of the City of Roseburg. All information gathered and maintained by City employees for the purpose of conducting business is considered institutional information and each individual who uses, stores, processes, transfers, administers and maintains this information is responsible for and will be held accountable for its appropriate use. The Policy applies to all information collected, even if it is nominal information such as name, phone number and address.

2.16.4 DEFINITIONS. As used in this Policy, the following words and phrases have the following meanings:

A. "Covered account" includes all City of Roseburg utility accounts whether for residential, commercial or industrial service that involves multiple payments or transactions or any other account the City maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

B. "Creditor" includes municipal utilities that defer payment for goods or services.

C. "Identifying information" includes, but is not limited to, any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's internet protocol address or routing code.

D. "Identity theft" is fraud committed using the identifying information of another person;

E. "Red flag" is a pattern, practice or specific activity that indicates the possible existence of identity theft;

2.16.5 IDENTIFICATION OF RED FLAGS. The City identifies the following red flags that may lead to the detection of potential fraud:

A. Notifications and Warnings from Credit Reporting Agencies or Other Parties, such as:

1. Report of fraud accompanying a credit or consumer report;
2. Notice or report from a credit agency of a credit freeze or active duty alert on a customer or applicant;
3. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity, such as recent significant increase in volume of inquiries, unusual number of recent credit applications, a material change in use of credit or accounts closed for cause or abuse;
4. Notice from a customer, identity theft victim, law enforcement officer or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

B. Suspicious Documents and Personal Identifying Information, such as:

1. Identification documents that appear to be forged, altered or unauthentic;
2. Identification card on which person's photograph and physical description are not consistent with the person presenting the document;
3. Other document with information that is inconsistent with existing customer information on file (such as if a person's signature on a check appears to be forged);
4. Identifying information presented that is consistent with fraudulent activity (such as a fictitious billing address);
5. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report or information that is the same information on other applications that were found to be fraudulent);
6. Information presented that is the same information presented by another person (for instance, a social security number is the same as that of another person);

7. A document containing incomplete personal identifying information if a customer is reminded to provide the information and cannot do so.

C. Suspicious Account Activity or Unusual Use of an Account, such as:

1. Request for change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account starts being used in a way that is not consistent with prior use (example: sudden very high activity);
4. Mail sent to the account holder is repeatedly returned as undeliverable or notice from the customer that they are not receiving mail sent by the City;
5. Notice to the City that an account has unauthorized activity;
6. Breach of the City's computer system security;
7. Unauthorized access to or use of customer account information.

2.16.6 DETECTING RED FLAGS

A. New Accounts. In order to detect red flags associated with the opening of a new account, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

1. Require the identifying information needed such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
2. Verify the customer's identity (for instance, ask to see their driver's license or other identification card);
3. Review documentation showing the existence of a business entity; and/or
4. Independently contact the customer.

B. Existing Accounts. In order to detect red flags for an existing account, City personnel will take the following steps to the extent possible to monitor transactions within an account:

1. Verify the identification of customers if they request information, whether in person, via telephone, facsimile or email;
2. Verify the validity of requests to change billing addresses; and
3. Verify changes in banking information given for billing and payment purposes.

2.16.7 PREVENTING AND MITIGATING IDENTITY THEFT.

A. Response to Suspected Fraud. If City personnel suspects fraud or detects a red flag they shall take one or more of the following steps, depending on the degree of risk posed by the red flag:

1. Continue to monitor the account for evidence of fraud or identity theft;
2. Ask the applicant or customer for additional documentation;
3. Notify their supervisor, who shall in turn notify law enforcement if warranted of suspected fraud or detection of a red flag;
4. Do not take the requested action such as to open a new account or close an existing account;
5. Verify that all contact via the US Postal Service is made using the correct name, address and postage;
6. Determine that no response is warranted under the particular circumstances.

B. Protection and Prevention. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, City personnel will take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Ensure that its website is secure for customers using the website to make payments on accounts;
2. Ensure complete and secure destruction of paper documents and computer files containing customer information;
3. Ensure that office computers are password protected and that computer screens lock after a certain period of time;
4. Keep offices clear of papers containing customer information;
5. Ensure computer virus protection is up to date;

6. Request only the last 4 digits of social security numbers (if any); and
7. Require and keep only the kinds of customer information that is necessary for City business purposes.

C. Social Security Number Protection. The City will not request Social Security Numbers (SSNs) unless required by law for administrative processes, such as the processing of W2s, W4s, W9s and 1099 forms. The City will make every effort to safeguard social security numbers on all City materials. Except when required by law, SSNs will not be printed on any mailed materials, cards used to access products, services or City buildings, and shall not be included on public postings or displays, including the City's website. When required, SSNs may be used for internal verification, administrative processes and for records used in connection with enforcing a judgment or court order, but they shall be redacted whenever possible.

2.16.8 POLICY UPDATES. The Finance Director will periodically review and update this Policy to reflect changes in risks to customers and the soundness of the City from identity theft. In doing so, the Finance Director will consider the City's experiences with identity theft situations, changes in identity theft techniques, changes in identity theft detection and prevention methods, and changes in the City's business arrangements with other entities. After considering these factors, the Finance Director will determine whether changes to the Policy, including the listing of red flags, are warranted. If warranted, the Finance Director will update the Policy. Any change or update to the Policy will be approved by the City Manager.

2.16.9 POLICY ADMINISTRATION.

A. Oversight. Responsibility for developing, implementing and updating this Policy lies with the Finance Director. The Finance Director will be responsible for Policy administration, and for reviewing any staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft. The Finance Director shall also be responsible for determining which steps toward prevention and mitigation should be taken in particular circumstances and ensuring compliance with the Policy.

B. Staff Training. City employees shall be trained either by, or under the direction of the Finance Director in the detection of red flags and the responsive steps to be taken when a red flag is detected. Training should occur as necessary following the Finance Director's review and changes, if any, to the Policy. All employees required to participate in Policy training must sign a form acknowledging that they have received the required training.

C. Compliance Responsibilities. Responsibility for compliance with this Policy is delegated as follows:

1. Information Technology Department (IT). IT is responsible for establishing technical controls to safeguard personal information stored in electronic format to ensure compliance with this Policy. Such safeguard practices shall be documented in writing.

2. Human Resources Department (HR). HR is responsible for ensuring that all employees are aware of this Policy by including it as part of new employee orientation. HR will ensure that each new employee signs a statement acknowledging that they have received a copy of this Policy.

3. Department Heads. Department Heads must be familiar with this Policy, meet with their staff to assess current compliance and document appropriate safeguard practices in writing.

4. Employees. All employees are required to comply with this Policy and any related internal process as directed by or required of their department. Noncompliance may result in formal disciplinary action up to and including termination of employment. Employees should contact their supervisor if they have questions regarding compliance with this Policy.

D. Staff Reports. City employees must provide a written report to the Finance Director of any incidents of identity theft and the steps taken pursuant to this Policy. Employees are also encouraged to provide written reports of the City's compliance with, and the effectiveness of, the Policy.

E. Service Provider Arrangements. The City engages service providers to perform certain activities in connection with various accounts, such as collections. The City will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft:

1. Require, by contract, that service providers have such policies and procedures in place; and

2. Require, by contract, that service providers review the City's Policy and report any red flags to the Finance Director.

F. Non-disclosure of Specific Practices. For the effectiveness of this identity theft prevention Policy, knowledge about specific red flag identification, detection, mitigation and prevention practices must be limited to those employees with a need to know them. Any documents that may have been produced or are produced in order to develop or implement this Policy (excluding this document) that list or describe such specific practices and the information those documents contain are considered "security measures" as defined in ORS 192.501 (23) and may be unavailable to the public because such disclosure would reveal, or otherwise identify, security measures

designed to protect certain information against improper use, that use being to circumvent the City's identity theft prevention efforts in order to facilitate the commission of identity theft.

INTERFUND LOANS

Background: ORS 294.468(1) [previously 294.460] allows the City to loan money from any fund to any other fund of the municipal corporation wherever the loan is authorized by official resolution or ordinance of the governing body. The loans must be made in compliance with the applicable requirements and limitations of such statute.

As of the date of this manual, the following interfund loans were outstanding:

WATER SERVICE FUND AND TRANSPORTATION FUND TO AIRPORT FUND: On December 11, 2006, Council adopted Resolution No. 2006-30 authorizing this loan. The resolution read as follows:

WHEREAS, the Public Works Department has developed a financing plan to pay for site development and hangar construction at the airport; and

WHEREAS, the Airport Fund is an enterprise fund and has limited funds available for capital improvements on an annual basis; and

WHEREAS, the City has an agreement for a detailed site investigation of potential commercial development on property north of the airport; and

WHEREAS, there is a need to award a bid for airport improvements prior to development of surplus property; and

WHEREAS, ORS 294.460(1) allows the City to "loan money from any fund to any other fund of the municipal corporation whenever the loan is authorized by official resolution or ordinance of the governing body "

WHEREAS, it would be in the public interest to award this bid now rather than re-bid the project at a later date,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG, that the Finance and Management Services Director, pursuant to ORS 294.460(1), is authorized and directed to transfer \$750,000 from the Water Services Fund and \$750,000 from the Transportation Fund to the Airport Fund and that the Airport Fund shall pay interest to the Water Services Fund and the Transportation Fund at the rate of 5.125%. The loan shall be repaid, at a minimum, within the subsequent two (2) fiscal years per the following schedule:

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>
02/01/08	\$ 76,875	\$ 76,875	-0-
02/01/09	<u>1,576,875</u>	<u>76,875</u>	<u>1,500,000</u>
Total	\$1,653,750	\$153,750	\$1,500,000

Note: On that same date, acting as the Urban Renewal Agency, the Board loaned the Airport \$250,000 for infrastructure improvements contingent upon repayment of those funds and the previous \$700,000 loan at such time any of the land north of the Airport is sold or long-term leased, after the t-hangar loan is paid off.

INVESTMENT POLICY

Background: On January 12, 2004, the City Council adopted Resolution No. 2004-03 as it was necessary for the City of Roseburg to establish a policy to outline investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements and safekeeping and custodial procedures for the prudent management and investment of the funds of the City. Such policy was adopted to ensure that City funds will be invested in compliance with provisions of ORS 294.035 through 294.048; ORS 294.125 through 294.155; ORS 294.810 and other applicable statutes. The policy is recited below:

City of Roseburg, Oregon Investment & Portfolio Policies

The purpose of this Investment Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the prudent management and investment of the funds of the City of Roseburg. This Policy has been adopted by Resolution No. 2004-03 of the City Council of Roseburg, Oregon on this date of January 12, 2004.

I. SCOPE. This policy applies to activities of the City of Roseburg (the City) with regard to investing the financial assets of all funds except for funds held in trust for deferred compensation for the Employees of the City which have separate rules. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of Oregon. The purpose of this investment policy is to provide guidance for activities vital to the City of Roseburg, including the following:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Debt Service Funds
- Enterprise Funds
- Internal Service Funds
- Trust & Agency Funds

Funds of the City will be invested in compliance with the provisions of ORS 294.035 through 294.048; ORS 294.125 through 294.155; ORS 294.810 and other applicable statutes. Investments will be in accordance with these policies. The average portfolio is approximately \$20,000,000 ranging from \$15,000,000 to \$25,000,000.

II. OBJECTIVES. The objectives of the City of Roseburg's investment policy include:

1. Preservation of capital and the protection of investment principal.
2. Conform to Federal, State, and other legal requirements.

3. Maintenance of sufficient liquidity to meet operating requirements while minimizing borrowing expenses and maximizing investment revenue.
4. Diversification to avoid incurring unreasonable risks regarding specific security type of individual financial institutions.
5. Attainment of a market rate of return throughout budgetary and economic cycles.
6. Establish benchmarks to evaluate the performance of the investment mix.

III. STANDARDS OF CARE.

1. Delegation of Authority. The Finance Director and the City Manager are designated as the investment officers of the City and are responsible for investment decisions and activities and the day to day administration of the cash management. If the aforementioned are unavailable to invest funds, another appropriate designee will be appointed. The Investment Officer shall invest City funds in accordance with ORS Chapter 294, Public Financial Administration, and with this Investment Policy. This Policy shall constitute a "written order" from City Council per ORS 294.035.

Subject to required procurement procedures, the City may engage the support services of outside professionals in regard to its financial program, so long as it can be demonstrated or anticipated that these services produce a net financial advantage or necessary financial protection of the City's resources. External service providers shall be subject to Oregon Revised Statutes and the provisions of this Investment Policy.

In order to optimize total return through active portfolio management, resources shall be allocated to the cash management program. The Finance Director handles the day to day administration of the cash management program. This commitment of resources shall include financial and staffing considerations.

2. Prudence. The standard of prudence to be used by the investment officer in the context of managing the overall portfolio shall be the *prudent investor rule*, which states "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

3. Personal Liability. The investment officer and designated staff, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported as soon as practical and that appropriate action is taken to control adverse developments.

4. Prohibited Conduct for Investment Officer. According to ORS 294.145, an investment officer shall not:

a. Make a commitment to invest funds or sell securities more than 14 business days prior to the anticipated date of settlement of the purchase or sale transaction;

b. Enter into any agreement to invest funds or sell securities for future delivery for a fee other than interest;

c. Lend securities to any person or institution, except on a fully collateralized basis, and except when such lending is specifically permitted under an investment policy adopted pursuant to ORS 294.135(1)(a);

d. Pay for any securities purchased by the custodial officer until the officer has received sufficient evidence of title thereof. Evidence of title shall be consistent with modern investment, banking and commercial practices and may include physical possession, book entry and automated recordation of such title. However, the custodial officer may instruct one or more custodian banks, as defined in ORS 295.005, to accept or release securities as that custodial officer considers advisable to be held in safekeeping for collection of principal and interest or other income; or

e. Deliver securities to the purchaser thereof upon sale prior to receiving payment in full therefor. However, the investment officer may deliver the securities to any custodian bank, defined in ORS 295.005(2), upon instructions to hold the same pending receipt by the institution of full payment therefor.

IV. SAFEKEEPING AND CUSTODY.

1. Monitoring and Adjusting the Portfolio. The investment officer will routinely monitor the contents of the portfolio, the available markets and relative values of competing instruments and will adjust the portfolio accordingly.

2. Internal Controls. The investment officer shall maintain a system of internal controls, which shall be reviewed and tested by the independent auditor at least annually or upon any extraordinary event, i.e., turnover of key personnel, the discovery of any inappropriate activity. The controls shall be designed to prevent loss of public funds due to fraud, embezzlement, error, misrepresentation or imprudent actions while at the same time protecting public funds.

Adoption of a resolution by the Roseburg City Council authorizes official signatories on all banking and bonding activities. Signature cards are on file with all financial institutions with which the City invests.

Safekeeping of the investment documents is also a priority for the City. Should the City have actual possession of an investment, such as a Certificate of Deposit, the instrument is stored in the City's vault. For other investment purchases such as Treasury Bills and Agency Securities, the broker, bank, or financial institution that acts as the custodian provides the safekeeping service. Otherwise, the City contracts out a safekeeping service for the investments purchased. Monthly, these institutions provide the City with a listing of City-owned investments in their possession. Other internal controls that are deemed necessary are to be implemented by the investment officer.

3. Safekeeping and Collateral. Investment securities purchased by the City will be delivered by either book entry or physical delivery and held in safekeeping by a broker, bank, or financial institution serving as safekeeping agent. The safekeeping agent shall hold securities purchased by the City in a segregated account for the City's benefit. The Investment Officer may use a third party for safekeeping and custody as deemed appropriate. The custodian shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity, and other pertinent information.

Deposit-type securities (i.e., certificates of deposit) shall be collateralized through the State collateral pool as required by ORS for any amount exceeding FDIC coverage. Other investments shall be collateralized by the actual security held in safekeeping by the custodian.

V. INVESTMENT PARAMETERS.

1. Investment Instruments & Portfolio Diversification. As a municipality, the City of Roseburg is restricted in the types of investments it may make according to ORS 294.035. As such all investments of the City shall be made in accordance with Oregon Revised Statutes and any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

The City will diversify the portfolio to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. The Office of the State Treasurer provides a complete listing of investments available to municipalities under ORS 294.046. The following diversification structure follows state statutes and allows for judgment to be exercised.

2. Instruments of Diversification.

Instrument	Maximum % of Portfolio
U.S. Treasury Obligations	100%
Federal Instrumentality Securities	100%
Local Government Investment Pool (LGIP)	100%
Repurchase Agreements	50%

Commercial Paper (CP) (up to 270 days)	35%
Corporate Indebtedness (over 270 days)	35%
Certificates of Deposit (CD)	35%
Banker's Acceptances (BA's)	25%
State and Local Government Securities	25%

3. Investment Maturity & Portfolio. Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs and timed to comply with the following short-term investment guidelines. All funds will be considered short term, and limited to maturities not exceeding 18 months, *except those reserved for* capital projects, funded depreciation, funds held for debt retirement, claims reserves and endowment funds. Investment of prepaid assessment funds may be tied to bond payment dates. (ORS 294. 135b) Funds reserved for these specific purposes will be limited to maturities not exceeding 3 years. Investment maturities shall be scheduled to coincide with projected cash needs and following maturity guidelines:

<u>Maturity</u>	<u>Minimum</u>
Under 30 days	10%
Under 1 year	50%
Under 18 Months	75%
Under 3 years	100%

4. Competitive Selection of Investment Instruments. Generally when the City invests any surplus funds, a competitive quote process shall be conducted. Quotes will be requested from financial institutions for various options with regards to term and instrument. The City will accept the quote that provides the highest rate of return within the maturity required and within the parameters of these policies. Judgment must be used to evaluate short term versus long term rates as well as trend information when determining appropriate investments.

5. Benchmarking. Benchmarking provides a standard by which performance may be measured or judged. By establishing an investment benchmarking procedure, the City of Roseburg will be able to determine both its proficiencies along with its deficiencies in its investment strategies. To assure success in effectively benchmarking this process, the following steps must be observed.

- a. Determine what to benchmark; benchmark things consistent with the Scope. In other words, benchmark investment returns.
- b. Organize the benchmarking process. Determine what information is available and what is required.
- c. Realize your current achievements. Understand your current process and be able to measure this data.

- d. Obtain pertinent information from other entities. Identify other entities that have been progressive in their investment strategies.
- e. Analyze the data gathered from other entities. Determine what pieces of information can be used by the City.
- f. Apply the most beneficial information gathered which best fits the City's objectives.
- g. Evaluate the results and make appropriate changes. Review and improve on the process.

An excellent benchmark for measuring investment performance of municipalities is the 3-Month Treasury Bill. The 3-Month Treasury Bill reflects the yield of a basically risk free and liquid investment. Therefore, investments made by the City of Roseburg should on average exceed the 3-Month Treasury Bill.

Benchmarking, besides providing a standard, is motivating. By comparing currently held investments against this minimum standard, the investment officer can determine the success of the current investment strategies. Once plotted in a graph, the comparison of the actual results achieved versus the 3-Month Treasury Bill can be an excellent indicator of progress. This in turn provides an opportunity for continuous improvement.

6. Qualified Institutions. The City shall maintain a listing of all authorized dealers and financial institutions which are approved for investment purposes. Any firm is eligible to make an application to the investment officer and upon due consideration and approval will be added to the list. (Additions or deletions to the list will be made at the City's discretion.). At the request of the City, the firms performing investment services for the City shall provide their most recent financial statements or Consolidated Report of condition ("call report") for review. All qualified institutions shall provide evidence of insurance covering invested City funds. Such insurance may include FDIC, F.S.L.I.C. and S.I.P.C. Further, there should be in place, proof as to all the necessary credentials and licenses held by employees of the broker/dealer who will have contact with the City of Roseburg as specified by but not necessarily limited to the National Association of Securities Dealers (NASD), Securities and Exchange Commission (SEC), etc. At minimum, the City shall conduct an annual evaluation of each firm's credit worthiness and other review procedures to determine whether it should remain on the authorized list.

Securities dealers not affiliated with a bank shall be required to have an office located in Oregon (preferably local) and be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers.

VI. ACCOUNTING METHOD. The City of Roseburg shall comply with all required legal provisions and generally Accepted Accounting Principles (GAAP). The accounting

principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the American Institute of Certified Public Accountants (AICP A); the Financial Accounting Standards Board (FASB); and the Government Accounting Standards Board (GASB).

VII. REPORTING REQUIREMENTS. The investment officer shall generate an investment report at least quarterly, that provides a clear picture of the status of the current investment portfolio and the transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will include the following:

1. A listing of individual securities held at the end of the reporting period.
2. Unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity.
3. Average weighted yield to maturity of portfolio on City investments.
4. Listing of investment by maturity date.
5. The percentage of the total portfolio which each type of investment represents.

VIII. ADOPTION. In accordance with ORS 294.135a, this policy, after initial adoption shall be readopted, with or without modification, annually. Other internal controls that are deemed necessary are to be implemented by the investment officer.

Glossary of Terms

Accrued Interest: The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

Arbitrage: Effecting sales and purchases simultaneously in the same or related securities to take advantage of market inefficiency.

Bankers' acceptances: A short-term instrument used to finance import/export activities, usually sold at a discount.

Basis Point: One-hundredth of 1 percent. One hundred basis points equal 1 percent.
Bear Market: A period of generally pessimistic attitudes and declining market prices.
Compare Bull Market.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets usually secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.

Bond Anticipation Notes (BANs): Short-term notes sold by states and municipalities to obtain interim financing for projects that will eventually be financed by the sale of bonds.

Bond Discount: The difference between a bond's face value and a selling price, when the selling price is lower than the face value.

Broker: An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

Bull Market: A period of generally optimistic attitudes and increasing market prices. *Compare* Bear Market.

Buyer's Market: A market in which supply is greater than demand, giving buyers an advantage.

Call: An option to buy a specific asset at a certain price within a certain period of time.

Callable: A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

Call Date: The date before maturity on which a bond may be redeemed at the option of the Issuer. **Certificate of Deposit:** A document certifying an unsecured time deposit with a bank, usually known as a CD. To be negotiable, it must be for \$100,000 or more.

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by businesses.

Commission: Broker or agent's fee for purchasing or selling securities for a client.

Coupon Rate: The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

Coupon Yield: The annual interest rate of a bond, divided by the bond's face value and stated as a percentage. This usually is not equal to the bond's current yield or its yield to maturity.

Current Maturity: The amount of time left until an obligation matures. For example, a one year bill issued nine months ago has a current maturity of three months.

Current Yield: The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

CUSIP: The Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Dealer: An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

Delivery: Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The reduction in the price of a security; the difference between its selling price and its face value at maturity. A security may sell below face value in return of such things as prompt payment and quantity purchase. "At a discount" refers to a security selling at less than the face value, as opposed to "at a premium, " when it sells for more than the face value.

Fannie Mae: Trade name for Federal National Mortgage Association (FNMA).

Freddie Mac: Trade name for Federal Home Loan Mortgage Corporation (FHLMC).

Full Faith and Credit: Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Ginnie Mae: Trade name for the Government National Mortgage Association (GNMA).

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury, also known as "government securities."

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Interest Rate: The interest payable each year on borrowed funds, expressed as a percentage of the principal.

Investment Banking: A term used to describe the financing of the capital requirements of an enterprise, as opposed to the working capital requirements of a business. Investment bankers buy and sell securities, such as stocks, bonds, and mortgages. They act as the intermediaries between the investor and the corporation or government that needs to finance its operations. An investment bank charges a fee for services relating to securities such as advisory, negotiation and distribution services. See Syndicate; Underwriter.

Investment Portfolio: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Investor: A person who purchases securities with the intention of holding them to make a profit.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Mark to Market. Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Mortgage Bond: A bond secured by a mortgage on property. The value of the property used as collateral usually exceeds that of the mortgage bond issued against it.

Municipals: Securities, usually bonds, issued by a state or its agencies. The interest on "munis" is usually exempt from federal income taxes and state and local income taxes in the state of Issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

National Association of Securities Dealers (NASD): A self-regulatory organization that regulates the over-the-counter market.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

Pool: A collection of mortgages assembled by an originator or master servicer as the basis for a -0- security. Pools are identified by a number.

Portfolio: A collection of securities held by an individual or institution.

Prudent Man Rule: A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

Quotation or Quote: The highest bid to buy or the lowest offer to sell a security in any market at a particular time. See Bid and Asked. Repurchase agreement: A contract committing a U.S. government securities dealer to sell U.S. government securities to a purchaser (often to a municipality or institutional investor), with a provision that he repurchase the securities at a set price at a specified time, usually the next day. This is a money market instrument.

Sallie Mae: Trade name for the Student Loan Marketing Association (SLMA).

Spread: The difference between two figures or percentages. For example, the difference between the bid and asked prices of a quote or between the amount paid when a security is bought and the amount received when it is sold.

Trade Date: The date when a security transaction is executed.

Trading Market: The secondary market for bonds that have already been issued. See Secondary Market. Treasury Bill (T -Bill): An obligation of the U. S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond; also called net yield.

MASTER PLANS and MAJOR IMPACT STUDIES

Background: The following is a collective list of all Master Plans (from the respective departments) adopted by the Roseburg City Council and the date of their adoption. The Plans are available from the City Records Office.

Airport	
A1	Aircraft Parking Apron Expansion and Installation of Aircraft Tie Downs – Feb. 1980
A2	Airport Essential Air Service Investigation – December 1981
A3	Airport Layout Plan Report, 2005-2024
A4	Apron and T-Hangar Expansion Plan – January 1981
A5	Municipal Airport Site Selection and Feasibility Study – July 1979
A6	Northwest Regional Air Service Initiative Market Analysis - 2007
A7	Oregon Aviation Plan, OAP 2007 Report
A8	Roseburg Airport Industrial Park Feasibility Analysis – November 1977
A9	Roseburg Municipal Airport Master Plan Update, 1986-2005
A10	Roseburg Regional Airport Business Plan – March 2006
A11	Roseburg Regional Airport, Financial and Development Plan – January 2005
A12	Roseburg Regional Airport Master Plan Update – 1995-2014
Community Development Department	
CD1	Bikeway Master Plan, July 1988
CD2	Diamond Lake Boulevard Access Management Plan, Stephens Street to Sunshine Park, 2003
CD3	EMME/2 Modeling Results: Planned Improvements and Transportation System Alternatives, Greater Roseburg Area Transportation Study - 1994
CD4	Highway 138E Corridor Solutions (ODOT) – May 2008
CD5	Major Street Traffic Safety Program – 1978
CD6	Public Transit and Special Transportation – Comprehensive System Assessment and Enhancement Plan – 2001
CD7	Roseburg Area Panelized Housing Marketing Study - 3/1993
CD8	Roseburg Economic Diversification: Affordable Industrialized Housing Study - 1992
CD9	Roseburg-Winston Area Transportation Study RWATS – 1986 Transportation Plan Interim Report

CD10	Seneca Lumber Redevelopment Traffic Impact Study – March 2005
CD11	Waterfront Master Development Plan
CD12	Winchester Lumber Mill Site Traffic Impact Study – 2000
Downtown	
D1	Downtown Design Guidelines – August 1994
D2	Downtown Master Plan Resource Notebook – October 1998
D3	Downtown Parking & Traffic Circulation – November 1976
D4	S.P.R.R. Undercrossing at Oak Avenue & Washington Avenue – February 1981
D5	Traffic Circulation Report – May 1987
D6	Downtown Utility Undergrounding Feasibility Study
General	
G1	City Hall – For Our Heritage of Quality Living – 1973
G2	Disaster Recovery Plan for Roseburg Oregon – August 1959
G3	Information Technology Strategic Plan – 2006
G4	Oak Avenue & Washington Avenue Undercrossing of S.P.R.R. – November 1977
G5	Oak Avenue & Washington Avenue Couplet Undercrossing Section – February 1981
G6	Relocation of Southern Pacific Switching Yard Feasibility Study – May 1977
G7	Roseburg City Administrative Center – 1973
Parks & Recreation	
PR1	Central Douglas County Aquatic Center Development Program – 1980
PR2	Central Douglas County Regional Aquatic Center – 1979
PR3	Comprehensive Parks Master Plan (Adopted) – April 2008
PR4	Comprehensive Parks Master Plan (Ten Year) – April 1997
PR5	Public Swimming Facilities Engineering Study – March 1963
PR6	Stewart Park Master Plan, January 2000
Urban Renewal	
UR1	North Roseburg Urban Renewal Plan – August 1989
UR2	North Roseburg Urban Renewal Report – August 1989

UR3	Urban Renewal Plan with Accompanying Report - 12/05 Amendment
Water Division/System	
W1	Acquisition of Dixonville Water Association System Inside City UGB
W2	Dixonville Industrial Site Feasibility Study – November 2009, Proj. #09GR08 – October 2005, Project # 06WA10
W3	Diamond Lake Corridor Sewer and Water Project – August 1996
W4	Drainage Master Plan – December 1987
W5	Drainage Master Plan - Design Standards, June 1987
W6	Evaluation of Dixonville Water Association System – November 2002
W7	Long Range Water Supply Plan, Project No. 06WA23, July 2009
W8	Storm Drainage Master Plan - August 2011
W9	Water Bonds, Series 1977
W10	Water System Master Plan – April 1979
W11	Water System Master Plan - July 2010
W12	Water System Master Plan and Capital Improvement Plan – June 1993
W13	Water Treatment Facilities Preliminary Design Report, Project No. 06WA23, July 2009

NATIONAL INCIDENT MANAGEMENT SYSTEMS (NIMS)

Background: The National Incident Management System was originally adopted by the City Council on December 13, 2004, via Resolution No. 2004-43, which read as follows:

A RESOLUTION ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM

WHEREAS, emergency response to critical incidents, whether natural or manmade, requires integrated professional management, and

WHEREAS, unified command of such incidents is recognized as the management model to maximize the public safety response, and

WHEREAS, The National Incident Management System, hereinafter referred to as NIMS, has been identified by the federal government as being the requisite emergency management system for all political subdivisions, and

WHEREAS, failure to adopt NIMS as the requisite emergency management system may preclude reimbursement to the political subdivision for costs expended during and after a declared emergency or disaster and for training and preparation for such disasters or emergencies.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG; that it shall be the public policy of the City to adopt the NIMS concept of emergency planning and unified command. It shall further be the policy of the City to train public officials responsible for emergency management.

UPDATE TO NIMS

Background (2008): On the 14th day of January, 2008, the City Council adopted an updated version of NIMS, via Resolution No. 2008-01 which read as follows:

A RESOLUTION ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM

WHEREAS, the City Council of the City of Roseburg, Oregon, does hereby find as follows:

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, and local governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the collective input and guidance from all Federal, State and local homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all Federal, State, and local emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, and local organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the city's/county's ability to utilize federal funding to enhance local agency readiness, maintain first responder safety and streamline incident management processes, and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various city/county incident management activities, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Roseburg, Oregon, that the National Incident Management System (NIMS) is established as the City/County standard for incident management. This Resolution shall become effective immediately upon approval by the City Council.

OUTDOOR MARKETS – MULTIPLE VENDORS

Background: Resolution No. 94-7 was adopted by Council on April 11, 2004 to establish criteria for exempting outdoor market vendors, as in those selling goods and wares at the local "Saturday Farmer's Market", from the City's business registration process that was required for all other types of businesses. (*Note: Referenced RMC Chapter 13.16 was renumbered to RMC 9.02 with the 1996 re-write of the Code.*) The Resolution read as follows:

ESTABLISHING CRITERIA FOR EXEMPTING OUTDOOR MARKET VENDORS FROM ROSEBURG BUSINESS REGISTRATION REQUIREMENTS

WHEREAS, the City has been approached by a private business wishing to conduct a Saturday Market, consisting of multiple vendors selling miscellaneous goods, crafts, wares and other personal property in the parking lot of the private business on Saturday and Sunday of each week for approximately five to six months of each year; and

WHEREAS, the City Council desires to exempt vendors participating in the Market from the CITY's business registration requirements, but wants to make sure the Market is conducted in a manner which will not jeopardize public health, safety and welfare; and

WHEREAS, the City wishes to adopt a formal policy to be followed for future Markets and similar multiple vendor events held on other private property;

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Definitions. For the purpose of this resolution, the following words shall have the following meanings:

A. "Outdoor Market" shall mean any outdoor gathering of five or more vendors on private property owned and/or controlled by an existing business for the purpose of selling miscellaneous goods, crafts, wares and other personal property to the general public for a period of time not to exceed three consecutive days of any week during any six consecutive months of a calendar year.

B. "Participating Vendor" shall mean any vendor authorized by a sponsoring business, under the terms of this resolution, to participate in an outdoor market on the property owned or controlled by the sponsoring business.

C. "Sponsoring Business" shall mean the registered business conducting an outdoor market or the owner, manager or person authorized to control activities of said business and the property upon which said business is located and upon which the outdoor market will be conducted.

SECTION 2. Outdoor market vendor exemption from business registration requirements. Individual vendors participating in an outdoor market shall be exempt from the City's business registration requirements outlined in Roseburg Municipal Code Chapter 9.02 provided:

A. The sponsoring business is registered with the City or submits a City business registration application and obtains approval thereon as required by Roseburg Municipal Code (RMC) Chapter 9.02 prior to operating the market;

B. The sponsoring business assumes all liability and responsibility for compliance with all federal, state and local laws regarding the activities of all participating vendors throughout the duration of the market;

C. The market consists only of vendors displaying merchandise on tables, display cases or booths set up within preexisting, designated parking spaces on the property of the sponsoring business, leaving all ingress/egress lanes open for standard fire access and sufficient spaces open for public parking, or within another outdoor area of the property as approved by the City;

D. The sponsoring business does not allow any food or other vendor which requires the use of water, electricity or propane to participate in the market without proof such vendor has registered with the City of Roseburg as an independent business as required by Roseburg Municipal Code Chapter 9.02;

E. The sponsoring business limits the total vendors authorized to participate in the market to one hundred fifty (150);

F. The sponsoring business submits written acceptance of the criteria outlined in this resolution and identifies for the City, the beginning and ending dates of the market to be sponsored.

SECTION 3. Extension of business authorized under the registration of the sponsoring business. Provided all criteria outlined in Section 2 of this resolution are met, an outdoor market shall be considered an extension of the business being conducted under the authority of the City registration of the sponsoring business.

SECTION 4. Revocation of exemption. In the event any activity during an outdoor market creates an imminent danger to public health, safety and/or welfare, the City shall have the authority to revoke the business registration exemption of any participating vendor creating such danger without advance notice to the vendor or the sponsoring business.

PARKS – MEMORIAL AND NAMING POLICY

Background: The City of Roseburg periodically receives requests for installation of memorials within parks and to name and/or rename existing City parks or specific sections therein. To address such request, the City Parks & Recreation Commission developed a policy outlining requirements for installing memorials and/or naming or renaming City parks or sections therein; and recommended Council approval of the policy. On November 22, 2010, the City Council adopted Resolution No. 2010-16, which reads as follows:

PARK MEMORIAL & NAMING POLICY

1. DEFINITIONS.

1.1 “City Property” means a parcel of land or improvement owned and / or controlled by the City of Roseburg.

1.2 “Park” means a parcel of land owned and/or controlled by the City of Roseburg for park and recreation purposes, or as an area of City beautification.

1.3 “Facility” means a building or structure located on a City property, including but not limited to libraries, office buildings, utility buildings, recreation centers, community centers, plazas, pathways, sports fields or structures used for specific sports such as tennis courts, basketball courts and skateparks.

1.4 “Amenity” means a smaller support structure located within a larger City park facility, such as benches, picnic tables, conference rooms, playgrounds, drinking fountains, decorative or water play fountains, gardens, gazebos or vegetation.

1.5 “Memorial” means a facility or amenity placed within a City park facility or on City park property in remembrance of a particular person or event. For the purposes of this policy, “memorials” also include features designated for purposes such as celebrations, or other special recognition. Memorials are divided into two categories:

a. “Minor Memorial” means an amenity or facility proposed for use as a memorial with a value of less than \$5,000.

b. “Major Memorial” means an amenity or facility proposed for use as a memorial with a value of more than \$5,000.

The value of a memorial will be determined based on the costs attributable to the project.

1.6 “Resident” means a person residing or owning land within the Roseburg city limits, or a business located within the Roseburg city limits.

1.7 “Plaque” means a marker used to identify an amenity or facility as a memorial.

2. PROCESS; EXEMPTION.

2.1 All requests to place memorials on City property shall be submitted in writing to the Public Works Director. Major memorial requests may be made no sooner than two years after an event, activity or occurrence that has generated the desire to create a memorial.

2.2 Requests shall be evaluated as follows:

- a. Minor Memorials. The Public Works Director shall decide whether to approve or deny any minor memorial request in consultation with other City staff or individuals, as necessary.
- b. Major Memorials. Staff shall make a recommendation to the City of Roseburg Parks Commission, who shall review all major memorial requests. The Parks Commission will forward a recommendation to the City Council for approval, or issue a denial, which can be appealed to the City Manager.

2.3 The criteria to be used to evaluate a minor or major memorial request shall include, but not be limited to, the following:

- a. Whether the request for memorial includes the direct cost of the amenity or facility including design, purchase of the amenity or facility, installation, and whether any special maintenance requirements are being borne by the requesting party. Staff time to coordinate the memorial and minor levels of effort to assist with design and installation may be borne by the City.
- b. Whether the memorial will interfere with the existing or planned design, function or intended user experience of the area in which it is to be located.
- c. Whether the placement of the memorial will create a condition in which a significant number of amenities or facilities within a City facility or park are used for memorial purposes. The intent is to assure that placement of memorials will not detract from the overall design, intended experience, vision or appeal of any park facility or property.
- d. Whether the placement of the memorial is proposed to replace a facility or amenity currently serving as a memorial for another purpose. Only under extremely rare and unusual circumstances shall existing memorials be replaced by another memorial.
- e. Whether the design of the memorial makes use of equipment, structures, vegetation, or features that are of similar quality and design to existing or planned standards for amenities or facilities within the City.
- f. Whether any identifying plaque associated with the memorial is constructed of heavy duty, high quality material, and no more than 5”x7” in size.
- g. Whether the placement of the memorial will create an increased maintenance or long-term replacement burden.

- h.** Whether the installation or construction of the memorial will be completed or overseen by trained individuals in consultation with City staff, in accordance with all applicable master plans, codes, rules and regulations at the local, state and federal level.
- i.** Whether the requesting party agrees and understands that all memorials become the property of the City, and the City shall not be required to replace any memorial or portion of a memorial that is vandalized, damaged or stolen. The requesting party must also agree that the memorial may be removed, at the City's sole discretion, if the Public Works Director finds the removal to be in the public's best interest.

3. NAMING OF CITY PARK PROPERTIES, AMENITIES OR FACILITIES.

3.1 Consideration of the following in naming City park properties, amenities or facilities is strongly encouraged:

- a.** Historical significance;
- b.** Geographical identifiers; and
- c.** Natural characteristics, including flora and fauna that are characteristic of the Roseburg area.

3.2 All requests to name or re-name a City park property, amenity or facility shall be made in writing to the Public Works Director. Such requests may be made no sooner than two years after an event, activity or occurrence that has generated the desire to name a City property, park, amenity or facility.

3.3 Requests to name or re-name a City park property, amenity or facility shall be evaluated by the Parks Commission along with a staff recommendation. The Parks Commission shall make a recommendation to the City Council for approval of the name. A denial by the Parks Commission may be appealed to the City Manager.

3.4 Generally, the naming of a City park property, amenity or facility shall occur before or during development, and be the product of a public participation process.

3.5 For purposes of evaluation and recommendation, the naming of a City park property, amenity or facility shall be divided into two categories:

- a.** Service and Non-monetary Contribution. A City park property, amenity or facility may be named to honor a person, living or deceased, in recognition of that person's extraordinary volunteerism, employment, leadership or similar service or non-monetary contributions to the mission and purpose of parks and recreation in the City of Roseburg. The applicant should submit a letter providing a summary and examples of the significant contributions to the mission and purpose of parks and recreation in Roseburg, with supporting documentation such as newspaper clippings, letters of support, or other relevant information.

b. Financial Contributions. The Parks Commission may consider naming a City park property, amenity or facility for a resident, organization or a business that has given or offered to give an appropriate and significant financial contribution to acquire, construct or otherwise enhance a park and recreation facility. A significant contribution means a donation of at least 51% (or \$300,000, whichever is greater) of the cost of the acquisition, construction or improvement of the City property, park, amenity or facility requested for naming. The Parks Commission may consider a time limitation on naming of a park property, amenity or facility by a business.

3.6 Renaming of City Park Properties, Facilities or Amenities. The City of Roseburg intends that the name on a facility be the permanent designation. Only under extreme or extraordinary circumstances shall facilities be renamed, unless the duration of naming was identified by prior agreement.

3.7 An application to rename a facility shall comply with and be evaluated in accordance with the procedures set out in the previous 'Process; Exemption' section.

4. DEVIATIONS FROM POLICY.

The Public Works Director may allow minor deviations from this policy if he/she finds that such deviation will further the goals and intent of this policy and will help further the mission of parks and recreation in the Roseburg community.

PARKS - RULES AND REGULATIONS

Background: General rules and regulations for the City of Roseburg's parks system are approved by the Roseburg City Council through the adoption of a resolution. The Parks and Recreation Commission periodically review the rules for needed updates and amendments which are forwarded to Council for formal adoption. Some of the more recent updates are outlined below:

November 8, 2010, via Resolution No. 2010-15: prohibited the use of tobacco in City parks and recreational facilities (excluding the Stewart Park Golf Course); updated organizational structure language (deleting reference to the Parks Director position) and changed the insurance requirements for the Stewart Park Bandshell.

December 12, 2011, via Resolution No. 2011-26: established rules specific to recycling at events in Stewart Park that anticipate a large attendance.

August 12, 2013, via Resolution No. 2013-12: established guidelines and rules for the operation and use of inflatable structures in the parks and updated the requirements for events which included the sales, dispensation or consumption of alcoholic beverages in the parks.

With the above changes incorporated herein, the City of Roseburg Parks Rules and Regulations now read as follows and are enforceable under Roseburg Municipal Code Chapter 1.06:

CITY OF ROSEBURG PARKS RULES AND REGULATIONS

The following City of Roseburg Parks Rules and Regulations, adopted by the Roseburg City Council on August 12, 2013, via Resolution No. 2013-12, shall be observed within the public parks of the City of Roseburg, Oregon effective September 1, 2013. As used herein, the words "public park" shall mean and include all property now or hereafter owned and/or controlled by the City of Roseburg, Oregon, and operated as a park or an area of City beautification available for the use of the public.

1. GENERAL RULES OF CONDUCT IN CITY PARKS. The following rules and regulations for the conduct of persons using the public parks of the City of Roseburg, Oregon are hereby established and shall be observed and enforced within said public parks:

1.1 No person shall build any fire within any public park except as permitted in a stove or fireplace designed and provided therefore.

1.2 No overnight camping will be permitted in any park or part thereof without prior approval of the City.

1.3 No person may erect signs, markers or inscriptions of any type within a public park, except in a specifically designated area, without permission from the Public Works Director. The following activities are prohibited in all public parks unless specifically authorized by the Public Works Director:

1.3.1 The distribution of any circular, notice, leaflet, pamphlet or written or printed information of any kind.

1.3.2 The solicitation of, or engagement in, the sale of any merchandise or service, or the operation of any concessions, within any public park without a permit from the Public Works Director.

1.4 Smoking or other use of tobacco products is prohibited on all public park property. "Tobacco products" include any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, or any other form of tobacco that may be used for smoking, chewing, inhalation, or other means of ingestion. City-owned Stewart Park Golf Course is excluded.

1.5 No person shall permit any domestic animal owned by, or in the custody of the person, to run at large within any park or enter any pond, fountain or stream thereof, and all domestic animals within any public park shall be kept in control at all times on a leash not more than eight (8) feet in length (Happy Tails Dog Park excluded). Also, no person shall tease, annoy or injure any animal within any park facility including ponds, streams or fountains. No person shall ride or drive any horse or other livestock, or permit any horse or other livestock, to go upon any portion of a public park at any time except as authorized by City.

1.6 No person shall be permitted within a public park between dusk and dawn with the following exceptions:

1.6.1 As permitted for special occasion upon application and approval by the Public Works Director.

1.6.2 Stewart Park Tennis Courts as posted at each entrance by the Public Works Director.

1.6.3 Organized events that the City has approved such as Music on the Half Shell, Legion Baseball, Little League activities at Gaddis Park, scheduled softball leagues and tournaments.

1.6.4 Events sponsored by Umpqua Valley Art Association and Umpqua Actors Community Theater, held at the Arts Center and the Betty Long Unruh Theater.

1.7 No person shall swim, wade, bathe or operate a boat in any area of a public park except in those areas so designated.

1.8 No person shall operate any public address or loudspeaker system, or operate a radio or other electronic audio device, in any public park in a manner that constitutes a noise disturbance. For purposes of this section, a “noise disturbance” means any sound which annoys or disturbs a reasonable person of normal sensitivities, but does not include sounds arising from and consistent with any activity approved by City sponsorship or for which a permit has been issued by the Public Works Director.

1.9 Car washes and garage/yard sales are prohibited on public park property.

1.10 No person shall interfere with or disrupt any activity in a public park which has been authorized by City permit.

1.11 Except for park maintenance, public utility and other vehicles judged necessary by the Public Works Director for the construction and maintenance of City parks and utilities therein, no motorized vehicle, of any type, shall be operated, stopped, parked or left standing in a public park, other than on roads, designated trails and parking areas, specified for that type of vehicle use. The Public Works Director may impose reasonable conditions on park use when exempt vehicles are required within a park.

1.12 No person shall operate a motorized vehicle, or a bicycle, skateboard, roller-skates, roller blades, or any other type of vehicle, in any public park in a manner that endangers, or would be likely to endanger any person or damage any property.

1.13 Persons desiring to use park property to picket or protest activities authorized by City permit shall be allowed to occupy the sidewalks and bicycle / pedestrian pathway abutting Stewart Parkway only. If the number of people using the designated area is ten (10) or more, the activity must also comply with City parade regulations.

1.14 The playing or practicing of golf is prohibited in any City park other than Stewart Park Golf Course, unless authorized by the Public Works Director.

1.15 Persons holding events in Stewart Park shall be required to utilize recycling stations for the event if the expected attendance exceeds 1,000.

1.16 Any activity that is not authorized by a City permit which is incompatible with or disrupts the general public use of park property is prohibited.

2. RULES SPECIFIC TO USE OF THE STEWART PARK BAND SHELL FOR EVENTS NOT UNDER CONTRACT WITH THE CITY. Persons issued a permit for use of the Stewart Park Band Shell for events other than those sponsored by the City of Roseburg shall be responsible for seeing that the following rules and/or requirements are followed, met and adhered to:

2.1 At least one week prior to the event, Permittee shall provide the City with proof of liability insurance in the amount of \$1,000,000 and a rider naming the City as an additional insured.

2.2 The sales, dispensing and/or consumption of alcoholic beverages during events held at the band shell is prohibited without a special occasion liquor license obtained from the Oregon Liquor Control Commission **and** approved by the City Manager. The license must be presented to the City a minimum of *thirty* days prior to the event.

2.3 Permittee must pay a permit deposit at least two weeks prior to the date of the event to cover the cost of City services such as police, parks and public works crews if these services are required. The amount of the deposit will be determined on an event by event basis. A final accounting for these services will be done by the City within 10 days following the event, at which time the Permittee will be reimbursed for any over payment or billed for costs in excess of the amount deposited.

2.4 Permittee must provide, at its own expense, all traffic control and security needed throughout the duration of the event. The minimum traffic control and security will be determined by the City on an event by event basis. Vehicles parked in the Legion Field area when games are in progress must be kept out of the fire lanes and not be double parked.

2.5 Permittee must provide an adequate number of portable toilets to meet crowd demands.

2.6 For crowds over 1,500, Permittee must provide additional trash containers at a general rate of one (1) trash can per every 50 people. For crowds over 1,000, Permittee must utilize recycling stations.

2.7 The decibel level of any sound produced as part of or as a result of the event shall be limited to 95 – 100 decibels.

2.8 Permittee shall be held liable and responsible for any damage beyond normal wear and tear upon the facilities used during the event. Climbing on the band shell structure for any reason is strictly prohibited.

2.9 Due to limited availability of parking space, if Permittee anticipates an extra-large crowd, Permittee is encouraged to provide shuttle bus service to the park.

2.10 Each concessionaire who wishes to sell food or products in conjunction with use of the band shell must enter into a separate agreement with the City. Performer's promotional materials are excepted.

2.11 All events held at the band shell must conclude no later than 9:30 p.m.

3. RULES SPECIFIC TO CITY SKATEBOARD PARK FACILITY. In addition to the Park Rules & Regulations, the following rules apply to the City Skateboard Park:

3.1 No motorized vehicles shall be operated in the skateboard park.

3.2 No pets shall be allowed in the skateboard park.

3.3 Bicycles are allowed from dawn until noon on Sunday, Tuesday, and Thursday only. This time is for bicycles exclusively. Skateboards shall not be used in the park during the bicycle time.

4. RULES SPECIFIC TO INFLATABLE STRUCTURES IN CITY PARKS.

4.1 Persons planning to have an inflatable must first obtain a Park Permit for the use of the park.

4.2 Permittee shall provide the City with proof of liability insurance listing the City as an additional insured.

4.3 Inflatables must be freestanding and weighted. Stakes are prohibited.

4.4 Inflatables may not be tied to trees, tables or other park amenities.

4.5 Inflatables must be under adult supervision at all times.

4.6 Between June 1st and August 31st, inflatables are limited to a maximum of 2 hours on an area of turf. Inflatable may be relocated once for total maximum of 4 hours. For the remainder of the year, inflatables are limited to a maximum of 4 hours.

4.7 Permittee shall pay a permit deposit and shall be held liable and responsible for any damage beyond normal wear and tear upon the facility used.

5. PENALTY FOR VIOLATION. A violation of these rules and regulations constitutes a violation under Roseburg Municipal Code Chapter 1.06 and may also

constitute an offense under Roseburg Municipal Code Chapter 7.02. Penalties for such violations are set forth in Roseburg Municipal Code Chapter 1.06. The City reserves the right to exclude and/or ban, from any and all park facilities, any person who has been found guilty of violating any of these rules and regulations or who has vandalized, damaged or taken park property or facilities, or attempted to do so.

PARKS – SIGNAGE/BANNERS AT YOUTH SPORTS FIELDS

Background: The City periodically receives requests for installation of signage and/or banners at park softball and baseball fields and the City supports youth recreation organizations in their effort to provide affordable access to all. In 2011, Parks & Recreation Commission developed a policy outlining requirements for permitting signage/banners at softball and baseball fields in City parks or sections therein and recommended Council adoption of said policy. The policy was adopted on February 15, 2011 via the adoption of Resolution No. 2011-1, then updated on October 28, 2013, through the adoption of Resolution 2013-16 to incorporate soccer fields into the policy, which read as follows:

POLICY FOR SIGNAGE/BANNERS AT SOFTBALL AND BASEBALL FIELDS

- 1. APPLICABILITY.** Only organized youth sports programs may apply for a permit to install banners on the outfield fences of the facility for which they have a use permit issued by the City. This policy does not apply to the American Legion facility in Stewart Park.
- 2. PERMIT REQUIRED.** Banners may be placed on public youth baseball fields, softball fields and soccer fields after obtaining the necessary permit from the Parks & Recreation Division.
- 3. ADVERTISING REVENUE.** The Permittee shall pay 25% of advertising profit received to City, and retain 75% for their organization's youth program. Organizations shall prepare an accounting of all advertising revenue and expenses, and submit the accounting report and funds owed to the City within five days of the completion of their permitted season or event.
- 4. STANDARDS.** Banners displayed in public parks should not be located where they could potentially create a negative visual impact. They should neither distract nor interfere with the overall park experience for the general public. Banners must be confined and oriented to the area of use by the organization (Permittee). Banners are not allowed to be displayed at school fields. Additional requirements include:
 - a. Acceptable Banner Location:**
 - Softball/Baseball Fields:* Banners shall only be displayed on outfield fences and shall only face the field's interior.
 - Soccer Fields:* Banners shall only be displayed on sides of the soccer goals and shall only face the park's interior. Banners shall not be allowed on fields that are used for high school games.
 - b. Banner Composition:** Banner copy and/or logos shall be limited to one side of the banner. Messages and graphics must be professional. No inappropriate language or messages may be displayed.

c. Maximum Size:

Softball/Baseball Fields: Individual banners shall not exceed 30 square feet in size; and banners shall not reach above or below the outfield fence.

Soccer Fields: Individual banners shall not exceed 20 square feet in size; and banners shall not reach above or below the soccer goals.

d. Maintenance Required: The Permittee shall maintain all banners in good condition, and shall remove or replace any banner that is torn, faded, dirty or defaced, including by graffiti.

e. Installation Period: Banners may be displayed only during the approved dates of use indicated on the field use permit.

f. Installation: The banner's surface must be tautly and securely fastened to the outfield fence and/or the soccer goals by a minimum of four contact points with zip ties.

g. Banner Removal: Permittee shall remove all banners by the final day of the field use permit. All banners that are not removed by Permittee by the required removal date shall constitute a public nuisance subject to removal by the City per Municipal Code 7.06.070.

h. Damages: Damage to public property, fences, etc., caused by banner installation, display or removal is the sole responsibility of the Permittee. Any and all damage resulting from banner placement or removal shall be repaired immediately by Permittee. If damage is not repaired by Permittee, City may make repairs and bill Permittee per Roseburg Municipal Code.

5. ADDITIONAL STIPULATIONS. The City of Roseburg reserves the right to make additional stipulations (not mentioned in the sign/banner policy), if in the best interest of the City.

PARLIMENTARY PROCEDURES - ROBERT'S RULES OF ORDER

Background: After much discussion regarding the technical aspects of parliamentary procedures, Council decided to adopt its own, simple, modified version to use during all Council meetings. At the Council meeting on March 13, 2006, it was determined that Council would conduct its business as follows:

1. Staff Report

2. Questions

- Council's opportunity to ask questions of Staff
- No discussion/comments at this time
- Raise hand to be recognized

3. Motion

- Any Councilor can make a motion; must be seconded

4. Discussion/Debate

- Whoever made the motion starts the discussion (can't speak against the motion but can vote against it)
- Each Councilor is allowed a maximum of 2 times to speak
- Raise hand to be recognized
- Can't speak a 2nd time until those who want have spoken a 1st time

5. Vote on Motion

***** Call for Question *****

- Must be recognized to speak; can't interrupt the speaker
- Must be seconded
- No discussion, vote is taken immediately
- Requires 2/3 approval of those present to pass
- If passed, discussion ends and vote on motion above
- If fails, discussion continues

Quorum

- Is a majority (1 more than half) of the Council
- A quorum has to be maintained for the entire meeting. Although there may be a quorum at the outset of the meeting, if some leave, it is no longer a legal meeting if the quorum is lost.

- It is not necessary for a quorum to vote on an issue – only that a quorum be present. In other words, you may have a quorum of 5 but 3 have to excuse themselves from voting on an issue due to conflicts. It is still a legal vote with the remaining 2 Councilors.
- With the exception of the Mayor in his service as Council meeting chair, Commission Chairs are considered members of the Commission and therefore, may make motions, second motions and vote on motions. It is preferred that the Council President, while acting as Mayor Pro-tem *not* make motions – but he can vote on them; whereas the Mayor only votes in the event of a tie vote.

Motions

There are two ways to change a motion on the floor.

- A motion and second can be made to “amend the original motion by”. That amendment is voted on. If approved, the original motion, as amended, is then voted on.
- A simple version is considered a “friendly amendment” by which the persons making and seconding a motion simply indicate agreement to changes in the motion. This occurs most often after a motion is made and people may jump in with “clarifications” and everyone pretty much understands the intent of those clarifications.

PRIVATE PROPERTY RIGHTS PROTECTED

Background: Due to a United States Supreme Court Ruling regarding condemnation, on July 11, 2005, the Council adopted Resolution No. 2005-15 protecting the private property rights of citizens of the City of Roseburg. The Resolution read as follows:

WHEREAS, the United States Constitution, in Article 5 of the Bill of Rights, and the Oregon Constitution in Article 1, Section 18, expressly provide for the protection of the private property rights of its citizens; and

WHEREAS, the power of eminent domain has been reserved to the local, state, and federal governments for the sole purpose of acquiring private property through the use of condemnation proceedings when said privately held properties are needed for public purposes; and

WHEREAS, the United States Supreme Court recently handed down a decision upholding a local government's ability to take private property for a "public good" such as economic development, or increased tax revenues to the local government itself; and

WHEREAS, the City of Roseburg may choose to follow the Supreme Court's decision or to adopt a more restrictive use of the city's condemnation powers;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG AS FOLLOWS:

A. The condemnation powers given the City shall only be used as a last resort to acquire private property for a public use or project that can be demonstrated to be necessary to accomplish the general welfare of the citizens of the City of Roseburg; and

B. City staff is hereby directed to make every reasonable attempt to successfully negotiate the acquisition of private property for a fair market value when said property is being purchased for public use.

PROPERTY TAX EXEMPTION – LOW INCOME HOUSING

Background: On November 29, 1963, the City entered into an agreement with the Housing Authority of Douglas County exempting low rent housing from property taxes and establishing payment in lieu of taxes at 10% of shelter rents. In 1992, the Council realized a need to increase the supply of housing that was affordable to very low income households and that it could assist in providing such housing by granting an exemption for the City's property tax levy on such properties. On May 11, 1992, the Council adopted Ordinance #2784 adopting the provisions of ORS 307.515 and 307.518 – 307.523 as they were currently written or as would be amended in the future which would allow Umpqua Community Development Department to apply to Oregon Housing and Community Services Department for federal low income housing tax credits based on certain criteria outlined in the ORS and the language within the ordinance.

In 1994, the **Umpqua Community Development Corporation** approached the City regarding low income property tax exemption as provided in ORS 307.540 to 307.547 for the **Princeton Court Apartments**. The Council adopted Ordinance No. 2849 on February 14, 1994 to support such exemption.

All applicants agreed to provide an annual report on July 1 of each year as long as the exemption continued showing it expended no more than ten percent of its annual income from residential rentals for purposes other than providing residential rental property for low income persons.

Following adoption of the above referenced ordinances, the following actions were taken:

- November 14, 1994, Council adopted Resolution No. 94-20 supporting an application submitted under Ordinance 2784 by Umpqua Community Development Corporation, on behalf of **Housing Our People Limited Partnership**, 644 SE Cass Avenue for **26 two and three bedroom apartments**, plus related facilities that were to be used exclusively by low income persons as defined by ORS 307.515. The subject property was identified as Township 27 South, Range 06 West, Section 13, Tax Lot 501 and corresponded to Douglas County Tax Assessor's Account Number 56519.02.
- October 23, 1995, Council adopted Resolution No. 95-23 supporting such application submitted under Ordinance 2784 by **Community Action Network** (2448 W. Harvard) for a **three bedroom house**, plus related facilities on property identified as Township 27 South, Range 06 West, Section 25AA, Tax Lot 1300 which corresponded to Douglas County Tax Assessor's Account Number 54676.00.

- June 9, 1997, Council adopted Resolution No. 97-7 supporting an exemption application submitted under Ordinance No. 2884 by the **Umpqua Community Development Corporation** for **Sunset Apartments** Limited Partnership (738 SE Kane) for a **31-unit apartment complex** and related facilities on property identified as Township 27 South, Range 05 West, Section 7CC, Tax Lot 6502 which corresponded with Douglas County Tax Assessor's Account 47651.02.
- November 10, 1997, Council adopted Resolution No. 97-19 supporting an application submitted under Ordinance No. 2784 by **The Parents Action Council, dba the Umpqua Community Action Network** (248 W. Harvard Blvd.) and the Umpqua Community Development Corporation (738 SE Kane) for **two apartments in a single structure addressed as 928 and 932 SE Pine Street** and identified as Lot 6 and the north half of Lot 5, Block 72, First Southern Addition to the City of Roseburg and further identified as Township 27 South, Range 06 West, Section 24 DA, Tax Lot 2300 and corresponded with Tax Account Number 52636.02.
- On October 26, 1998, Council adopted Resolution No. 98-16 supporting an application submitted under Ordinance No. 2784 by **The Parents Action Council, dba Umpqua Community Action Network** (2448 W. Harvard) for a **single family home located at 451 NW Cecil Avenue**, identified as a portion of Lot 2, Block 5 Eden Heights; Township 27 South, Range 06 West, Section 12CD, Tax Lot 2500 and corresponded to Tax Account Number 51248.01.
- On October 25, 1999, Council adopted Resolution No. 99-14 supporting an application submitted by **The Umpqua Community Development Corporation** (738 SE Kane) under Ordinance 2784 for a **four bedroom, single family home located at 582 W. Berdine Street**, identified as Lot 1, Coxy Tracts, Township 27 South, Range 06 West, Section 15DD, Tax Lot 3000, Tax Account No. 57245.00.
- On November 8, 1999, Council adopted Resolution No. 99-15 supporting an application submitted under Ordinance No. 2784 by **The Umpqua Community Development Corporation** (738 SE Kane) and **Parents Action Council, Inc., dba Umpqua Community Action Network** (2448 W. Harvard) for **an 8-unit apartment complex known as Diamond Court Apartments** located at **1844 NE Douglas Ave.**, legally identified as parcel 2 of Land Partition No. 1998-0042, Township 27 South, Range 05 West, Section 19AB, Tax Lot 3601, Tax Account No. 8631.05.

- On November 28, 2011, the Council approved ***Umpqua Community Development Corporation's (UCDC)*** request for tax exemption (under Ordinance No. 2784) of a proposed apartment complex for homeless veterans. An agreement was entered into with UCDC to establish an annual payment for city services in lieu of property taxes at 10% of tenant income. UCDC, in partnership with Umpqua Community Action Network (UCAN) were to build a ***55-unit complex to be known as "Eagle Landing Apartment Complex" for homeless veterans***, consisting of 46 one-bedroom, 6 two-bedroom and 3 three-bedroom units. Forty-four of the units were to provide permanent, supportive housing to these individuals with an additional ten units of transitional housing available for a period of up to two years. Five of the units were to be handicapped accessible. Rent was to be set at 30% of actual income and subsidized by the VA per diem grants and the UDD VASH program which targets Section 8 vouchers to veterans. The site consisted of a 75 year lease of a 9.7 acre parcel of land ***on the VA Medical Center property*** with ownership of the complex going to UCDC and UCAN. The facility was to include two laundry facilities, a community room and service center for counseling, case management and social activities. Annual payment in lieu of property taxes was estimated at \$12,500.

PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

Background: On April 23, 2001, the City Council Adopted Resolution No. 2001-6, which read as follows:

**A RESOLUTION AUTHORIZING THE CITY OF ROSEBURG TO PARTICIPATE IN
EITHER A LOCAL GOVERNMENT RATE POOL OR THE STATE AND
COMMUNITY COLLEGES RATE POOL FOR THE PURPOSE OF
STABILIZING EMPLOYER RATES WITH THE PUBLIC EMPLOYEES
RETIREMENT SYSTEM**

WHEREAS, the Board of Trustees of the Public Employees Retirement System has adopted Oregon Administrative Rule 459-009-0070, which allows the formation of a Local Government Rate Pool; and,

WHEREAS, proposed legislation may allow local governments to join the State and Community Colleges Rate pool; and,

WHEREAS, joining together with other local governments to form a large rate pool that would stabilize rates by spreading risk over a larger number of employees is beneficial to the City of Roseburg; and,

WHEREAS, participation in the Local Government Rate Pool or the State and Community Colleges Rate Pool has been determined by the Roseburg City Council to be a prudent financial action;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseburg, a municipal corporation of the State of Oregon, that the Council hereby authorizes the City to join in either a Local Government Rate Pool or the State and Community Colleges Rate Pool.

PUBLIC RECORDS/INFORMATION REQUEST POLICY

Background: On February 14, 2000, the Council updated the City's public records/information request policy by adopting Resolution No. 2000-03, which reads as follows:

Section 1. Written Requests. Unless otherwise provided by these rules, request for inspection and/or copies of public records shall be in writing on a form prescribed by the City.

Section 2. Procedure.

2.1 Requests for public records shall include the following:

- (a)** The name, address and signature of the person making the request or their authorized representative.
- (b)** A statement of sufficient specificity to determine the nature, content and probable department within which such record may be located.
- (c)** The date of such request.

2.2 Upon receipt, the request shall be date stamped.

2.3 The person making the request should be advised that the requested materials will not be released without the City's receipt of the fee for providing such service as prescribed by the City Manager or his designee as described in this resolution and in accordance with Roseburg Municipal Code 3.04.040. Failure to so advise the requesting party of such obligation shall not relieve the requesting party of the obligation to pay the prescribed fee.

2.4 Written requests for inspection or copies of City records shall be submitted to the City Recorder who shall keep on file a list of fees prescribed by the City Manager or his designee for processing public records/information requests and who shall respond to all such requests.

2.5 If the request is not complied with, a written response explaining why the City is unable to process the request shall be prepared and mailed to the requesting party.

2.6 The City shall respond to requests for public records within a reasonable time, but in any event not more than thirty (30) days from the date of receipt. This time limit may be increased when the request is not sufficiently specific to enable location of the records or when the volume, size or location of such records makes their collection or their retrieval difficult, in which case the requesting party shall be advised of the reason for the delay.

Section 3. Payment of Fees. Except as otherwise provided by these rules, public records shall not be released for inspection or as copies to members of the public

unless the City has received payment of the established fee for providing the same from the requesting party.

Section 4. Fees to Reflect Costs. When establishing the fees to be charged to the requesting party for meeting public information requests, the City Manager or his designee shall base such fees on costs the City incurs for processing the request. These costs shall include, but not be limited to, personnel costs and costs associated with materials used in processing the request.

4.1 Personnel costs shall include, but are not limited to, employee's time spent while locating, reviewing and copying records and supervising public inspection of records. Costs shall be at an hourly rate equivalent to the salary plus benefits (computed at an hourly rate) of each employee involved in processing the request.

4.2 Costs for photographs, audiotapes and other non-paper materials shall be reimbursed at actual costs as determined by the City Manager or his designee.

Section 5. Records Requested for Court Proceedings. The City shall not charge fees for costs incurred by the City when an employee of the City, in the employee's role as custodian of the records, is a witness in a trial or other court proceeding. When the City is a party to a court proceeding and a request for copies of public records is made by a party or representative of a party to such proceeding in the course of discovery, then the cost to be charged for providing such copies shall be limited to those indicated in Section 4.2.

Section 6. City Manager Authority. The City Manager or his designee shall have the authority to:

- (a) waive the requirement that the request must be in on a form provided by the City;
- (b) waive fees if the request is of a one-time nature, requires copying five or less pages and involves less than one-half hour of staff time to process;
- (c) waive required compliance with this resolution in special cases where the public interest in supplying a public record free of charge outweighs the cost of furnishing the record;
- (d) establish a particular charge or fee for routinely requested documents where the charge is a reasonable approximation of the City's cost; and
- (e) periodically adjust fees to cover increased costs of providing public records and information.

Section 7. Exemption from Fees. The following individuals, groups or organizations shall not be charged a fee for photocopying costs or the first 1½ hours staff time required to process a public information request. If it is determined a specific request will take longer than 1½ hours staff time to process, the requesting party may ask the

City Council to reduce or waive all additional fees associated with providing the requested record.

- (a) any person requesting public records pertaining to a matter which specifically affects the person is pending before the City Council or a Board or Commission of the City;
- (b) any member of the City Council or a Board or Commission of the City, other government agencies or the media; and
- (c) any crime victim requesting a copy of a police report pertaining to the crime in which they have been made a victim (applies to first copy only).

NOTE: The form on the following page is to be completed for all public records or information requests.

PUBLIC INFORMATION/RECORDS REQUEST

"Public information" is defined in ORS 192.410 - 192.500 and in the Oregon Attorney General's Public Meetings and Records Manual. The sources referenced also list several limited circumstances under which a public body may decline to release certain information. Because the identity and motive of the person seeking disclosure of a particular public record may be relevant in determining whether a record is exempt from mandatory disclosure under a conditional exemption, please provide the following information:

Requestor's _____ **Identity:**
Name _____
Address _____
Phone _____ Dated _____
Signature _____

Requested Information/Record(s): Please give a brief statement describing the requested information/record(s), being specific enough for the City to determine the nature, content and probable department within which the record(s) you are requesting might be located _____

Purpose of Request: Please give a brief statement as to the purpose of your request:

All requests for inspection or copies of City records shall be submitted to the City Recorder for response. The City Recorder's response will be pursuant to the City of Roseburg's policy for requests, inspection and copying of City Records. A copy of such policy is attached for your review. In most cases, there will be a fee charged for providing this service. Payment of the fee for meeting your request must be received prior to requested materials being released. The City Recorder will advise you of the fee required for your request.

DATE PROCESSED: _____ **# OF COPIES:** _____

STAFF TIME: _____ **HOURS @** _____ **= \$** _____ **OTHER CHARGE:** _____

TOTAL PAID: _____ **RECEIPT #:** _____

FEE SCHEDULE ON FOLLOWING PAGES:

PUBLIC RECORDS/INFORMATION REQUEST FEES SCHEDULE

MISCELLANEOUS RECORDS: (Applied to requests from any department)

Contract/Bid Documents:

- Containing 20 - 50 pages.....\$ 15.00/document
- Containing more than 50 pages.....\$ 25.00/document

Note: May be waived by City Manager on individual contract basis.

Personnel Costs:

Will be charged for requests requiring more than 1/2 hour staff time. Requests requiring attorney review or assistance will be charged the same rate City is charged for attorney time.

Photocopy Charges:

All miscellaneous, up to 8 1/2 x 14 inch:

Service charge of \$1.00 plus.....\$ 0.10/page

Digital Photographs..... \$ 5.00/each

Videotapes..... \$ 10.00/each

CITY RECORDER RECORDS:

Business Registration List:

- Complete List..... \$ 5.00
- Annual List.per/page fee

Municipal Code:

- Complete (unbound). \$ 75.00
- Updates.per/page fee

COMMUNITY DEVELOPMENT/BUILDING RECORDS:

- Comprehensive Plan \$ 25.00
- Comprehensive Plan Map \$ 20.00
- Historic Resources Inventory:
 - Per Volume \$ 25.00
 - Per Set \$100.00
- LUDO \$ 25.00
- Urban Renewal Plan \$ 10.00
- Wetlands Conservation Plan \$ 15.00
- Zoning Maps \$ 20.00

FINANCE RECORDS:

- Audit \$ 25.00

Budget	\$ 30.00
Downtown Master Plan.	\$ 25.00

FIRE DEPARTMENT RECORDS:

Emergency Response Report	\$ 5.00
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PARK DEPARTMENT RECORDS:

Bikeway Master Plan	\$ 25.00
Parks Master Plan	\$ 25.00

POLICE/COURT RECORDS:

Accident Report	\$ 5.00
Conviction (certified)	\$ 5.00
Conviction (non-certified)	\$ 3.00
Police Report	\$ 5.00

PUBLIC WORKS RECORDS:

Aerial Maps-photo copy	\$ 2.50
Aerial Maps-digital format	\$150.00/sheet
Airport Master Plan	\$ 25.00
Base Maps(Storm/Water)-	\$ 2.50 (photo copy)
Computer Mapping	\$ 50.00/hour
Computerized City Map	\$ 15.00
Design Standards	\$ 25.00
Mylars.	\$ 15.00
Standard Specification	\$ 15.00 (hardbound)
Standard Drawings	\$ 15.00 (hardbound).
Storm Drain Master Plan	\$ 25.00

WATER DEPARTMENT RECORDS:

Master/Cap. Improvement Plan	\$ 25.00
Test Report	\$ 2.00

RECREATIONAL IMMUNITY

Background: In its 2011 Regular Session, the Oregon Legislature enacted House Bill 2865 to limit private claims or rights of action based on negligence for person injury resulting from people using “undeveloped” public way, to claim such immunity, on November 14, 2011, the Council adopted Ordinance No. 3386 which read as follows:

AN ORDINANCE ESTABLISHING IMMUNITY FROM CERTAIN PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS DESCRIBED IN HOUSE BILL 2865

WHEREAS, the Oregon Legislature enacted House Bill 2865 in its 2011 Regular Session to limit private claims or rights of action based on negligence for personal injury or property damage resulting from use of a trail that is in a public easement or an unimproved right-of-way, or from use of structures in the public easement of unimproved right-of-way, by a user on foot, horseback, a bicycle or other non-motorized vehicle or conveyance; and

WHEREAS, House Bill 2865 applies automatically to cities with a population of 500,000 or more and allows cities with a lesser population to opt in to limit liability in the manner established by the law; and

WHEREAS, the City of Roseburg desires to limit its liability from certain claims by opting in to the immunity provided for in House Bill 2865;

NOW THERE, THE CITY COUNCIL OF THE CITY OF ROSEBURG ORDAINS AS FOLLOWS:

Section 1. Pursuant to Section 3, Ch. 528, Or. Laws 2011, the City of Roseburg on behalf of itself, its officers, employees and agents, hereby opts to limit its liability with respect to personal injury or property damage resulting from use of a trail that is in a public easement or an unimproved right of way, or from use of structures in the public easement or unimproved right-of-way, with respect to claimants who may be a user on foot, horseback, a bicycle or other non-motorized vehicle or conveyance.

Section 2. This City of Roseburg further opts to extend the immunity contained in Section 1 of this ordinance to:

A. The owner of land abutting the public easement in the City, and unimproved right-of-way in the City; and

B. A nonprofit corporation and its volunteers for the construction and maintenance of the trail or the structures in a public easement or unimproved right-of-way in the City.

Section 3. This ordinance shall become effective 30 days following its adoption by Council and approval by the Mayor.

RIGHT-OF-WAY/EASEMENT RELATED ISSUES

PINE STREET BIKE PATH: On March 13, 1978, Council adopted Resolution No. 78-11 approving an easement agreement with the Southern Pacific Transportation Company, a Delaware corporation, wherein the City would obtain ownership of a portion of real property owned by Southern Pacific Transportation Company and located in the Southwest quarter of Section 19, Township 27 South, Range 5 West, Willamette Meridian, Douglas County, Oregon, along the easterly side of the Grantor's railway facilities and extending from Douglas Street to Deer Creek (north-end portion of Pine Street). Upon adoption of the resolution, the City agreed to improve and use the property strictly for bike path purposes.

In 2005, the above described easement was brought to the Council as a result of discussions with the Chamber of Commerce Waterfront Committee. The discussions indicated that residents that use the section of right-of-way were in violation by driving on a designated bike path, removing the easement was considered a house-keeping matter. However, on August 8, 2005, by majority vote of the Council, it was agreed to not remove the easement or enforce the bikeway only restriction for the subject property until the Waterfront Committee completed the Waterfront Plan. If after that Plan was developed, the bike path restriction is found not to be necessary, the restriction could be removed at that time.

SISTER CITY – ARANDA DE DUERO, SPAIN

Background: The City Council invited the Villa of Aranda De Duero, Spain to become a Sister City on January 22, 2007 through the adoption of Resolution No. 2007-02, which read as follows:

A RESOLUTION APPROVING A SISTER CITY RELATIONSHIP WITH THE VILLA OF ARANDA DE DUERO, SPAIN

WHEREAS, the City of Roseburg, Oregon, believes firmly in the ability of humankind to improve the present and future world by increasing knowledge and appreciation of citizens in all countries; and

WHEREAS, the Sister Cities Program helps to further international understanding at all levels of the community on a continuing and long-term basis and helps citizens of paired communities become directly involved in international relations in unique and rewarding exchanges which benefit everyone; and

WHEREAS, the City of Roseburg desires to affiliate with the Villa of Aranda De Duero, Spain, for purposes of initiating such programs and activities as will help create greater understanding, friendship and appreciation between the people of our two cities;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG as follows:

Section 1: That the City Manager of the City of Roseburg is hereby authorized and directed to sign the attached Sister City agreement with the Villa of Aranda De Duero, Spain, and the City Recorder is hereby authorized and directed to attest the signature of the City Manager and to impress the official seal of the City of Roseburg on the agreement.

SISTER CITY – SHOBU SAITAMA, JAPAN

Background: The City invited the City of Shobu Saitama, Japan to become a Sister City on November 23, 1992 via the adoption of Resolution No. 92- 20, which read as follows:

A RESOLUTION EXTENDING AN INVITATION TO THE CITY OF SHOBU SAITAMA, JAPAN, TO BECOME A SISTER CITY AND INVITING THE PEOPLE OF SHOBU SAITAMA, JAPAN, TO PARTICIPATE IN SAID PROGRAM:

WHEREAS, the City of Roseburg, Oregon, believes firmly in the ability of humankind to improve the present and future world by increasing knowledge and appreciation of citizens in all countries; and

WHEREAS, a people program is acknowledged as a positive means to permit cultural, educational, scientific, professional, economical, technical, youth, and other enriching exchanges between nations; and

WHEREAS, the City of Roseburg is interested in affiliating with the City of Shobu Saitama, Japan, for purposes of initiating such programs and activities as will help create greater understanding, friendship and appreciation between the people of our two cities and nations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG, OREGON, U.S.A:

That the Council expresses its most sincere intent to join with Shobu as a sister city.

BE IT FURTHER RESOLVED that the warmest greetings and desire to build strong bridges of understanding be extended from the City Council of Roseburg to the City Council and citizens of Shobu Saitama, Japan. Copies of this resolution are to be sent to the Mayor and City Council of the City of Shobu Saitama, Japan, Sister Cities International in Washington D.C., the Embassy of Japan in Washington, D.C. and the U.S. Embassy in Japan.

SUSTAINABILITY PLAN

Background: On February 22, 2010, Council directed the City Manager to put together a Citizen's Advisory Committee (CAC) to develop a sustainability plan. The CAC was represented by a number of City Commissions, organizations and groups, as well as members at large. It was supported by the Community Development and Public Works Departments.

The CAC met over a three-month period with the intent of having the draft plan reviewed by the Economic Development, Public Works and Planning Commissions before being presented to City Council for adoption. The plan was developed to help the City reach a high level of sustainability and help it to secure grants, attract like industries and encourage others in the community to initiate and accept similar actions.

The goal for the City was to minimize the impacts on taxpayers and the environment, emphasize reduced energy consumption with increased efficiency, use cost-saving operation measures and improve economic strategies. The first step was to establish the initial framework that could lead to increased economic efficiency, reduced use of non-renewal resources and increased conservation which would lead to the City organization to be in balance creating sustainable, positive outcomes.

The plan was presented to City Council on October 25, 2010 and was approved by a majority vote of the Council.

CITY OF ROSEBURG OPERATIONAL SUSTAINABILITY PLAN

Sustainability is defined as: Economic, social, and environmental practices that provide a balanced and positive quality of life within the City of Roseburg now and in the future.

Operational Sustainability Plan purpose: "The City of Roseburg is committed to upholding economic, social, and environmental policies that will provide a balanced and positive quality of life within the organization for now and in the future."

Sustainable Goal Definitions:

Responsible Government – Responsible City actions related to management and provision of services that strives to reflect sound and steadfast action. (This is an overriding goal for all topic areas)

Clean Environment – Respect, improve and preserve the natural environment for future generations.

Prosperous Economy - Foster economic systems that support and help sustain strong businesses.

Enriched Lives – Work together towards common goals, create synergy, value individual contributions and support appropriate risk-taking. Provide opportunities for involvement and for an abundance of experience.

Social Equity - Embrace diversity and use diversity for a positive change. Provide a work environment that is conducive to productivity, is well designed, pleasant, supportive and personally rewarding.

Recognition – Respect and support diversity. Promote balance, flexibility, growth and community participation.

Elements included for the three topics, or the “triple bottom line,” are listed in the following chart along with the identified goals, how the goal is to be achieved and the estimated time needed to work towards the goal.

ELEMENTS/TOPIC AREAS	GOAL - RESPONSIBLE GOVERNMENT	LEVEL OF MEASUREMENT	TIME LINE FOR ACHEIVEMENT
ECONOMY			
Invest in energy-efficient measures with payback	Clean environment Enriched lives	Review current systems, develop a base-line inventory, identify areas of improvement and enhancement Develop an efficiency target	8 to 12 months
When permissible seek out and give preference to companies that follow sustainable practices or provide sustainable products that result in an overall cost benefit	Prosperous economy Enriched lives Social equity	Adopt an Environmental Preferable Purchasing policy	8 to 12 months On-going
Consider immediate, long-term and cumulative impacts of decisions	Prosperous economy	Complete an inventory of existing policies then develop sound strategies that can be shared within the organization	On-going
Seek out and support development of programs for retention and expansion of local businesses	Prosperous economy Social equity	Develop a policy to compare services and functions of local suppliers that offer a sustainable alternative to	On-going

		out of area vendors	
When possible design future capital improvements to reduce maintenance costs	Clean environment Prosperous economy Social equity	Create a method to identify, compare and prioritize attributes that offer sustainable alternatives	On-going
Consider full and life-cycle costs associated with the implementation of Sustainability Plan elements and how those costs may affect the City budget	Clean environment Prosperous economy	Develop "Full Cost Accounting" (FCA) guideline to be applied to purchases and service costs. Implement a goal to avoid decisions that have negative effects on other departments	8 to 12 months
When feasible give preference to local companies to provide goods and services for the City operation and functions	Prosperous economy	Develop a policy to compare services and functions of local suppliers that offer a sustainable alternative. Make a commitment to utilize local providers when appropriate	On-going
SOCIAL SYSTEMS			
Ensure each employee understands what they are expected to follow while performing City work	Enriched lives Social equity Recognition	Develop a common sustainability language to increase awareness	12 to 24 months
Provide training and resources needed to enable employees to implement this policy and to build capacity for continual improvement	Enriched lives Social equity Recognition	Identify education programs and provide for staff participations and training	12 to 18 months On-going
Provide employees with copy of policy, keeping them up-to-date (on-going education)	Enriched lives Social equity	Develop program to distribute and explain how the sustainability programs can be implemented on a daily basis	6 to 8 months
Provide opportunity for and encourage feedback on policies (suggestion box)	Enriched lives Social equity Recognition	Develop a program that will provide for two way communication	4 to 6 months

Incorporate sustainability actions and responsibilities into job descriptions and performance evaluations	Enriched lives Social equity Recognition	When updating job description identifying City's commitment to sustainability	8 to 12 months
Provide wages, benefits and working conditions that will retain employees and encourage continual self improvement	Enriched lives Social equity Recognition	Develop strategies to consider innovative working arrangements that support sustainable practices	On-going
Work with other local, state and federal government agencies to ensure efficient essential public facilities and services	Enriched lives Social equity	Create a clean and efficient energy working group to development a clean energy program to be implemented for City operations	12 to 24 months On-going
Recognize the value of input from employees on programs and functions that can be incorporated into City operations that are doable and provide a benefit to the organization	Enriched lives Social equity	Develop a common language, invite input, provide incentive for innovative, sustainable practices and recognize those successes	On-going
Encourage and recognize voluntarism that will be of benefit within the organization as well as to the community	Enriched lives Social equity Recognition	Develop policies and standards that encourages and recognizes community involvement	On-going
Encourage neighborhood improvement programs	Enriched lives Social equity Recognition	Develop policy for support of neighborhood efforts	On-going
ENVIRONMENT			
Energy/Climate Change			
Develop and improve operation techniques in the workplace	Clean environment Prosperous economy Enriched lives	Adopt programs that will identify and set targets for reduced energy use and implementation of conservation practices	12 to 18 months On-going

Reduce green house gas emission associated with City operations.	Clean environment Prosperous economy	Develop short and long-term action plans. Measure and track progress. Assess improvements. Develop indicators with common and shared goals	On-going
Toxic Substance Reduction			
Replace toxic substances, materials and product with viable least toxic alternatives	Clean environment	Inventory current uses and develop program to seek out alternatives	12 to 18 months On-going
Develop and use precautionary principles as a framework in the purchase, use and disposal of toxic substances	Prosperous economy	Develop a priority of reducing toxins and pesticide use, and prioritize phasing out to replace toxicants with environmental sound alternatives	24 to 36 months
Green Building			
When practical to implement the City shall strive to use LEED principles when upgrading, improving and constructing City facilities	Clean environment	Identify LEED principles and develop programs that can be implemented	On-going
Develop a water conservation program for City facilities	Clean environment	Complete inventory of water uses within the City facilities as well as the water systems to develop programs for conservation	24 to 36 months On-going
As feasible incorporate features in improvements and new projects that will allow for retrofits of green building measures that add to the triple bottom line	Clean environment	Consider life cycle when identifying improvements and new projects Identify sustainable features that have the potential to be phased in	24 to 36 months
Waste Reduction			
Implement waste reduction strategies	Clean environment	Complete a base line inventory	12 to 18 months On-going

that will increase waste diversion		Develop a program to identify reduction processes. Identify target reduction rate and how to implement	
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TRAPPING OF CERTAIN WILDLIFE (TURKEYS)

Background: In 2002, the City received an unusual number of complaints regarding the damage done to property by wild turkeys. Citizens approached Council advising they'd learned that the Oregon Department of Fish and Wildlife would trap and relocate the turkeys if Council would pass a resolution authorizing such action within the City limits of Roseburg. On November 25, 2002, Council adopted Resolution No. 2002-20 which read as follows:

A RESOLUTION AUTHORIZING TRAPPING OF CERTAIN WILDLIFE WITHIN CITY OF ROSEBURG

WHEREAS, the presence of certain wildlife in the City of Roseburg causes property damage, is detrimental to other wildlife and may be a danger to human health;

WHEREAS, the City Council has determined that such wildlife should, where possible, be relocated to a location outside the City;

WHEREAS, ORS 498.158 prohibits trapping of wildlife within the City unless the City Council, after notice and hearing, authorizes such trapping by ordinance or resolution;

WHEREAS, notice of this resolution was published as part the Council's agenda; and

WHEREAS, a public hearing on this Resolution was held on November 25, 2002;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Roseburg, Oregon, that the Oregon Department of Fish and Wildlife may trap and relocate wild turkeys found anywhere within the City. Nothing in this resolution is intended to prohibit or restrict the trapping or hunting of any animals that is authorized or allowed by state law.

URBAN GROWTH BOUNDARY POLICY

Background: In 2006, the Council determined a need to establish a policy regarding management of the Urban Growth Boundary to support orderly growth based upon established criteria and cost effective delivery of City services. The proposed policy was originally presented to Council on February 13, 2006, via Resolution No. 2006-3 and even though the resolution was adopted, the Council directed that amendments to the summary portion of the policy be made. At the following meeting on February 27, 2006, an entirely new resolution (No. 2006-05) was presented which should have rescinded No. 2006-03, but it didn't. Regardless, the Urban Growth Boundary Policy was officially adopted on February 27, 2006, via Resolution No. 2006-05 and reads as follows:

URBAN GROWTH BOUNDARY POLICY

BACKGROUND: Urban growth boundaries were created as part of the statewide land-use planning program in Oregon in the early 1970s. The Oregon Legislature in 1973 adopted the nation's first set of land-use planning laws. The new laws, goals, and guidelines require every city and county in Oregon to have a long-range plan addressing future growth. Goals require: **1)** the setting urban growth boundaries, **2)** the use of urban lands, and **3)** the protection of natural resources.

Urban Growth Boundaries are legally described barriers separating urban from rural land development. Under Oregon law, each city in the state has an Urban Growth Boundary. The boundary restricts urban expansion/encroachment onto farm and forestlands. Land inside the UGB supports urban (city) services such as roads, water and sewer systems, parks, schools and fire and police protection that create quality places to live, work and play. Land outside is used to protect farms and forests from urban sprawl and to promote the efficient use of land, public facilities and services inside the boundary. Other benefits of the boundary toward urban use include:

- Motivation to develop and many times re-develop land and buildings in the urban core. This helps keep core "Downtown Businesses" in business.
- Assurance to businesses and local governments about costs and location of expanding infrastructure (such as roads, water, and sewers), needed for additional or future development.
- Efficiency for businesses and local governments in terms of how infrastructure is built. Instead of building roads further and further out creating urban "sprawl," public taxes can be spent to improve existing roads and other services to an equitable standard.

CITY'S ROLE: The City of Roseburg and Douglas County is responsible for managing the Roseburg UGB and is required by state law to have a 20-year supply of land for

future residential, commercial, and industrial development inside the boundary. Every five years, the City is required to conduct a review of the land supply and, if necessary, expand the boundary to meet that requirement.

THE POLICY: This policy document and associated resolution guides how the UGB is to be expanded in order to protect the community characteristics valued by Roseburg residents. This policy also:

- Encourages efficient and economical land use in areas most suitable for development.
- Supports the City's goal of building a complete community by providing jobs and shopping close to where people live.

EXPANDING THE URBAN GROWTH BOUNDARY: The Urban Growth Boundary was not intended to remain static. Since the late 1970s, the Roseburg UGB has been moved few times. The times it was moved either was to accommodate additional industrial development or adjust the boundary to a pre-determined level (e.g., water service elevation).

Criteria for Expansion: The City is to identify the potential needs for residential, commercial, and industrial lands based on certain suitability factors; primarily:

- access to transportation facilities
- proximity to other existing uses
- priority of usable soils and steepness of slopes
- economic conditions
- parks and open space
- historical and cultural preservation
- geological and natural hazards
- housing needs

In making a final decision whether or not an area is suitable for UGB expansion, the City Council should consider additional factors including:

- development readability (with detailed specific development proposal, e.g., Master Plan and Development Implementation Schedule)
- distance for infrastructure (water, sewer, and storm drainage)
- city capacity of infrastructure
- lands primarily comprised of twenty-five acres or less with exclusive use for affordable housing
- lands with dedicated capacity for affordable owner occupied housing
- land less than 350 acres with potential combination of commercial/industrial and residential use

APPROVAL PROCESS: According to state law, a UGB boundary expansion cannot go into effect until:

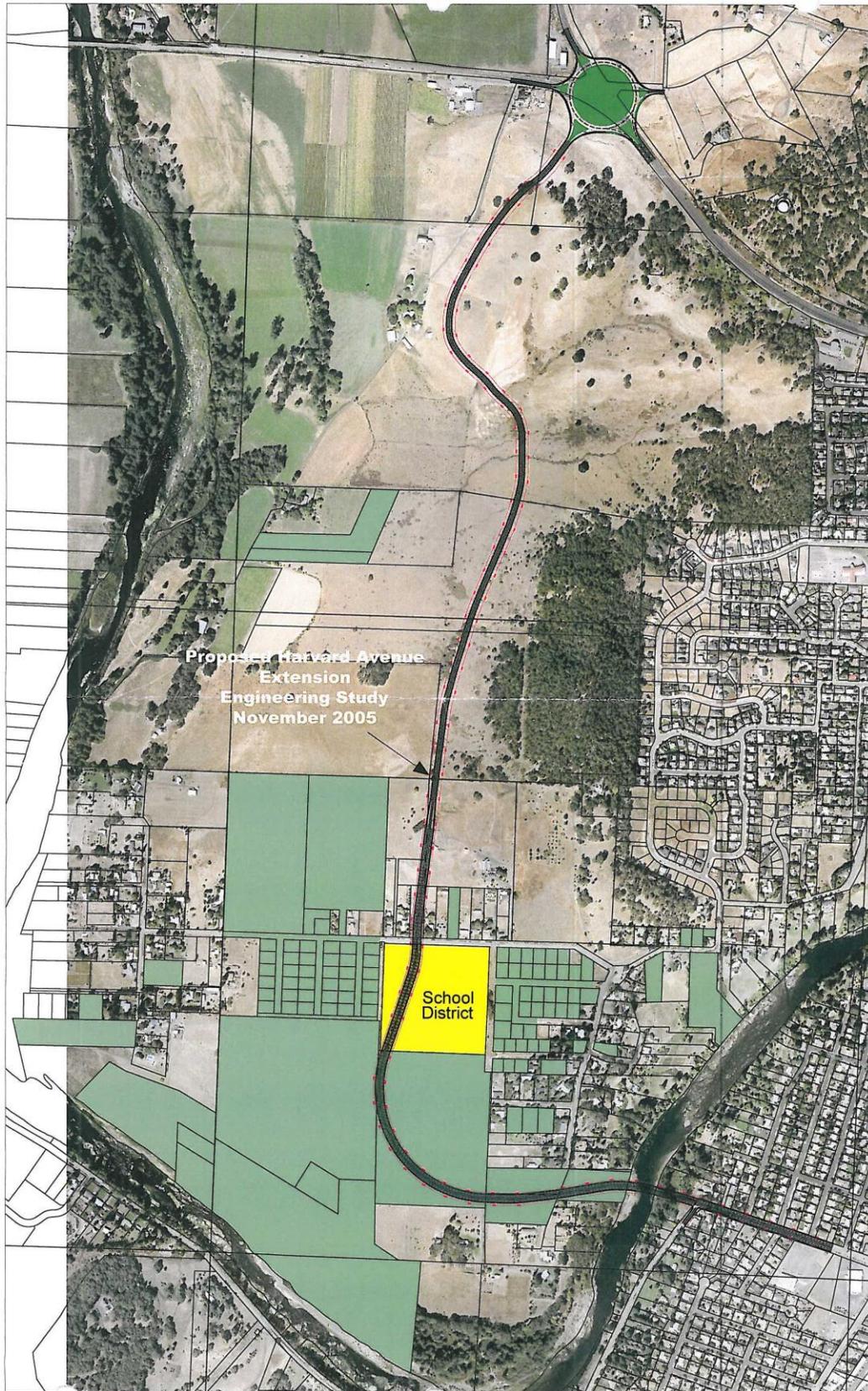
1. The Planning Commission publishes Findings of Fact after a public hearing, with recommendation to City Council for adoption, and
2. City Council approves an Ordinance to expand the UGB, and
3. Douglas County Commissioners approve the expansion, and
4. The Oregon Land Conservation and Development Commission reviews and acknowledges the City's actions have passed legal challenges.

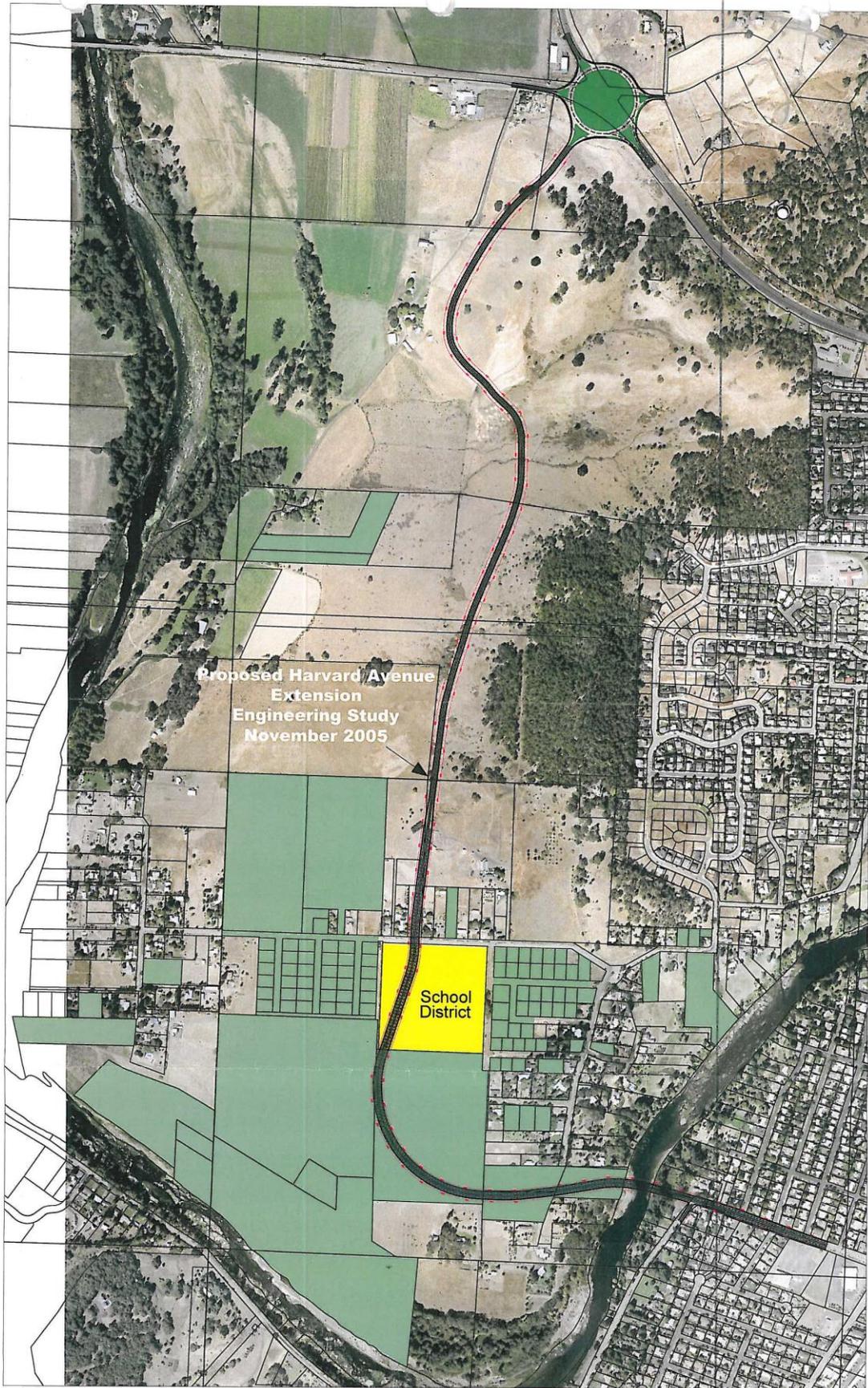
SUMMARY: The modification of a UGB is a complex governmental undertaking that requires clear policies about what will be permitted inside the boundaries, as well as what will be permitted outside the boundaries. Development outside the boundaries must be limited in order to avoid urban sprawl. By adopting an Urban Growth Boundary expansion policy the City of Roseburg defines the tone and direction by which the community grows.

The City must decide what direction the community grows. The State of Oregon has already defined what criterion must be used when making a certain growth decisions. Douglas County and public participation will help in the decision making.

The City can essentially take four UGB policy directions:

1. Open the UGB expansion process to all applicants and let each application stand on merits.
2. Council to publish a policy to instruct staff not to accept applications for UGB expansion and to direct staff to modify the City of Roseburg Comprehensive Plan toward increased density.
3. Make a City Council initiated legislative application for UGB expansion. Accept for post-legislative processing owner initiated applications. Forward said applications to City Council for prioritization.
4. Restrict the UGB expansion process to one application per applicant for lands under 50 acres (minimum amount of acreage an applicant can bring forward for an expansion without a current Buildable Lands Inventory), until the City has successfully completed a legislative amendment to the Roseburg UGB.





Proposed Harvard Avenue
Extension
Engineering Study
November 2005

School
District

URBAN RENEWAL AGENCY – COOPERATION AGREEMENT

Background: On June 13, 2005, the City Council adopted Resolution No. 2005-11 authorizing the City Manger to execute a cooperation agreement between the City and the Roseburg Urban Renewal Agency. A complete copy of this agreement reads as follows:

COOPERATION AGREEMENT

THIS AGREEMENT is effective as of June 13, 2005, by and between the CITY OF ROSEBURG ("City"), and the ROSEBURG URBAN RENEWAL AGENCY, the Urban Renewal Agency of the City of Roseburg, Oregon, a public body created pursuant to ORS Chapter 457 ("Agency").

RECITALS:

- A.** ORS Chapter 457 provides that the Agency may prepare and undertake urban renewal projects and activities ("Project" or "Projects") pursuant to an urban renewal plan known as the North Roseburg Urban Renewal Plan, dated August 7, 1989 (the "Plan").
- B.** Such Plan provides for Projects authorized by ORS Chapter 457 and has been reviewed and approved by the City Planning Commission and by the City Council of the City of Roseburg.
- C.** The Plan provides for undertaking Projects by the Agency in the Project Area to eliminate and check the expansion of blight and deterioration, all in accordance with the Plan.
- D.** The elimination of the condition of blight and deterioration by the Agency with financial assistance from various sources, including tax increment financing, is necessary for the protection and preservation of the public health safety, morals and welfare of the residents of the community. The elimination of the conditions of blight and deterioration by the Agency in carrying out the Projects is in the public interest.
- E.** In order for the Agency to effectuate the Plan and to undertake and carry out the Projects, the Agency has and is receiving tax increment funds as authorized in ORS Chapter 457. These funds have been and are needed to defray a substantial portion of the Project costs. It is in the best interest of the City to cooperate with the Agency in carrying out such Projects to remove deleterious conditions in the Project Area and for the Project Area to be revitalized in accordance with sound practical planning objectives. Such improvements will increase tax revenues from the Project Area and will contribute materially to the well-being, progress and development of the community as a whole.

F. This Cooperation Agreement between the City and the Agency is intended to include the obligations of the parties in carrying out the Plan and shall be binding upon the parties until completion of the Plan, unless it is amended or otherwise terminated by the parties in writing.

G. This Agreement contains the understandings and agreements under which the governing body of the City approved and the Agency undertook to carry out the Plan as provided in ORS Chapter 457 and is intended by the parties to be retroactively effective as of the date of approval of the Plan. The parties have been carrying out the Plan in accordance with the terms of this Cooperation Agreement.

NOW, THEREFORE, pursuant to the provisions of Chapter 457 and Chapter 190 of the Oregon Revised Statutes, and in consideration of the benefits to accrue to the City, the community and the citizens from such Projects, and the covenants herein set forth, the City and the Agency do agree as follows:

Section 1. The Agency covenants and agrees with the City that it will carry out the Plan and undertake the Projects and activities as provided in the Plan as approved or amended pursuant to statute in accordance with the terms of the Plan. In connection therewith, the Agency agrees to use its best efforts to obtain the financing necessary to carry out the Plan and to use such financing in carrying out the Plan. Such financing shall include tax increment funds as provided for in ORS Chapter 457 and in the Plan and such other funds as may become available to the Agency for carrying out the Plan including federal, state or local funds obtained by the Agency or the City for Projects provided for in the Plan. The Agency agrees to provide the local matching share for funds obtained from such source for any such Projects to the extent such Projects serve and benefit the Project Area and may establish reserve accounts for such purpose. The Agency agrees and pledges to pay for or reimburse the City from available funds for any services or work provided by the City pursuant to this Agreement. The Agency further pledges and agrees the financing of the Project and activities shall be in accordance with the financial plan and schedule agreed to by the parties as it may be amended from time-to-time by the Agency or as agreed to by the City, but the tax increment financing portion of the finances shall not exceed the maximum indebtedness as defined in ORS Chapter 457. The Agency or the City may amend or modify the financial plan and schedule as required from time-to-time. This financial obligation of the Agency to City to obtain the funds for financing the Project and activities and to reimburse City for provided Services shall constitute an indebtedness of the Agency to City which shall continue until completion or other termination of the Plan. This indebtedness shall, however, be subordinate to any loans obtained by or bonds issued by the Agency for purposes of financing the Plan and to be utilized for the same purpose but shall not otherwise change the obligations of the Agency to City under this Agreement.

Section 2. The City covenants and agrees to provide the services provided for in this Agreement, to exercise its power as necessary to carry out the Plan, to accept and operate the facilities as provided in this Agreement and to cooperate with the Agency in order to undertake and complete the Projects as provided in this Plan. The City will use

its best efforts to obtain the federal, state or local funds required to undertake the Projects provided for in the Plan and may obligate itself for any local matching funds which may be required from the tax increment funds of the Agency or other funds obtained and reserved by the Agency for such purpose. The City shall not be required to provide services or undertake activities in the event Agency does not have available funds for such purposes.

Section 3. In order to assist the Agency in undertaking the Projects and activities provided for under the Plan, the City agrees to provide, upon request of the Agency, and subject to statutory, constitutional and budgetary constraints, planning, administrative, legal, engineering and other services required in carrying out the Plan for assisting private and public development including public improvements within the Project Area. The City and the Agency shall agree upon a time schedule for carrying out the Projects provided for in the Plan. For purposes of this Agreement, the term "Services" includes labor, materials and equipment.

Section 4. The City agrees to act, when appropriate, upon request of the Agency, as the agent for the Agency for purposes of forming any necessary local improvement districts, letting of bids, assessments, and all other usual and necessary activities normally performed by the City with reference to public improvement projects in the City.

Section 5. The Agency agrees to reimburse the City for Services rendered or funds advanced by the City under this Agreement in an amount equal to the actual costs incurred by the City in furnishing such services or advancing such funds. The City agrees to maintain such records and to furnish its itemized statements of costs as may be reasonably required by the Agency. The Agency may, at any reasonable time upon reasonable notice, inspect and audit the books and records of the City regarding matters within the purview of this Agreement.

Section 6. The City agrees to exercise its powers under the law to facilitate the carrying out of the Plan at no cost to the Agency, except the Agency shall pay all required City fees and charges. Upon the Agency's request, the City agrees, to institute proceedings, to vacate, or cause to be vacated, all streets, roads, alleys, and other public ways that need to be eliminated in preparing the Project Area for its new uses as shown in the Plan.

Section 7. The Agency agrees with respect to those lands in the Project Area designated for reuse as streets, roads, alleys and sidewalks and other public ways by the Plan, to dedicate such land and improvements to street and other purposes. The Agency further agrees that, if necessary or desirable, it will convey to the City, if so requested, free of charge any land so designated. This does not include land acquired or held by the Agency for purposes of redevelopment. The City further agrees to accept or cause to be accepted all grants or easements necessary for the use of the Project Area in accordance with the Plan.

Section 8. The City agrees that it will maintain in good repair and working order or cause to be so maintained, all public improvements in the Project Area constructed, installed or reconstructed, either by the City or the Agency for such time as the improvements are so used by the public subject to statutory, constitutional and budgetary constraints, and in a manner and at such times as so not to unreasonably interfere with access to retail and commercial development in the Project Area. The City further agrees that it will furnish or cause to be furnished, all necessary and proper public services in the same manner as is provided to the rest of the City.

Section 9. Nothing in this Agreement is intended to obligate the City to operate and maintain any Project or improvement built or constructed pursuant to the Plan over which any other governmental or private entity has jurisdiction or control.

Section 10. This Agreement incorporates the procedures, practices, and understandings which have previously been followed by the parties and the parties agree that such procedures, practices and understandings shall continue until the completion of all Projects and activities under the Plan.

Section 11. The terms used herein shall have the same meaning as those contained in the Plan or in ORS Chapter 457.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate pursuant to approval by each of the party's signatory hereto.

VERTICAL HOUSING DEVELOPMENT ZONE

Background: On June 22, 2009, the Council adopted Resolution No. 2009-17 supporting an application designating Downtown Roseburg as an Oregon Vertical Housing Development Zone. The resolution read as follows:

WHEREAS, the application for designation of a vertical housing development zone supports the City of Roseburg's Downtown Master Plan goals; and

WHEREAS, the application for the development zone will incentivize developers to revitalize downtown by encouraging mixed use construction; and

WHEREAS, the application for the development zone will increase housing opportunities which may stimulate the economy, improve safety and promote social and cultural growth; and

WHEREAS, Roseburg is a Performing Main Street Community and an application for designation of the development zone supports those efforts; and

WHEREAS, the application for the development zone supports the efforts of the 2008-2009 Resource Assistance for Rural Environments (RARE) program; and

WHEREAS, the application for the development zone creates the conditions for a broader tax base in the future;

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Roseburg, that the City of Roseburg approve application for designation of an Oregon Vertical Housing Development Zone in the Downtown Historic District.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG, OREGON, AT ITS REGULAR MEETING ON THE 22ND DAY OF JUNE 2009.

WORKERS' COMPENSATION SELF INSURANCE PLAN

Background: In May, 1986, the State Accident Insurance Fund Corp. (SAIF) notified the City that it would be canceling its coverage within two months because of excessive injury claims. As a result, the City pursued an insurance program under the League of Oregon Cities (LOC), but when it found that the premiums for the program would rise from \$190,000 to \$234,000 in July, 1987, the City opted for a self-insurance plan, which had to be approved by the State Workers' Compensation Department of the Bureau of Labor & Industries.

Such approval was granted effective July 1, 1987 contingent upon receipt of a surety bond in the amount of \$441,000 and an excess binder with a \$250,000 retention and \$5,000,000 limit. On November 2, 1987, the City received the "Order of Approval" indicating its application was compliant with requirements of OAR 437-10.

Some of the funds that would have otherwise gone for premiums were used for the employee safety program to purchase such things as special boots and shirts for firefighters, leather pants for park employees handling dangerous equipment and bullet-proof vests for police officers, as well as to inoculate all police officers and fire fighters for the hepatitis B virus.

The following describes the City's Worker's Compensation Fund:

The Workers' Compensation Fund is an internal service fund established in 1987 that is used to account for the financing of the City's self-insured worker's compensation costs. Workers' Compensation expenditures include claims costs, safety and wellness equipment and training, as well as excess insurance premium and bond premium.

The program instituted by the City includes an aggressive internal claims management program, assistance from a consulting industrial hygiene and safety professional and the active participation of the employee Safety Committee. The City is liable for direct payment of individual claims and time loss not to exceed \$350,000 per occurrence. Each claim in excess of the specified payment amounts is covered by an excess insurance policy up to the statutory maximum.

In addition to the claims management program, the City has instituted safety and wellness procedures to allow employees to involve themselves directly in the program. That has been successful in controlling costs. Safety equipment, training classes and videos have been purchased with Workers' Compensation Fund dollars. As dollars are available, Safety Committee is also sharing in the cost of security measures for all work facilities. All these components continue to have a direct impact on the reduction in work-related accidents and injuries.

ACTUARIAL REVIEW: In order to appropriately fund the program and retain as much of our funding resources as possible for department operations, actuarial reviews are done by a contracted professional every two years. Recommendations from the actuary are followed to ensure that the fund remains appropriately funded and actuarially sound.

RESOURCES: The City's Workers' Compensation fund is funded each year by charges to departments based on premium rates for each occupational class code as determined by the Department of Consumer and Business Services. The City also has amended the premium amount when the financial status of the fund has been able to support reductions in resources.

Additional resources may include reimbursements from the state Employer-At-Injury Program and reimbursements from our Workers' Compensation excess insurance carrier.