CITY OF ROSEBURG

CITY COUNCIL AND ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

Update October 2014

The Administrative Policy & Procedure Manual was originally developed in 1999 and was periodically updated to ensure uniform application of general policies and procedures for various administrative functions and activities of all departments of the City.

The manual addresses primarily administrative policies and procedures which have not been formally adopted by Council resolution or ordinance, but have been established, practiced and understood to be the acceptable and proper manner in which a given matter of City business is to be conducted. The manual is to be used in conjunction with other regulatory provisions, such as those found in the following:

* Oregon Revised Statues
* City of Roseburg Charter
* Roseburg Municipal Code
* City of Roseburg Personnel Policies
* City of Roseburg Employee Handbook
* Collective Bargaining Agreements
* City of Roseburg Safety & Health Manual
* City of Roseburg Emergency Response Plan

Any City business conducted contrary to the practice and procedure set forth in this manual or in accordance with any other officially adopted City manual, process, law, rule or policy must be approved in writing by the City Manager.

The City Council Policy Manual was prepared in 2012 in an attempt to compile multiple policies, practices and guidelines adopted over the years by the City Council, most often by Council resolution. The Council exercises its legislative authority by adopting ordinances which in most cases, are codified into the Roseburg Municipal Code. The Code provides not only the current laws and regulations imposed by the Council; it also provides a history of prior ordinances and notations as to when changes were made.

The Council's administrative authority is most commonly exercised through adoption of resolutions. Council resolutions are considered "permanent", "essential" City records. All original resolutions - from the very beginning of the City's incorporation - are contained within the City's record vault. Prior to the production of this manual, the guidelines, rules and procedures established by these records have never been "codified" into any form of manual for easy reference.

In 2014, to accommodate the ease of accessing all these policies, the two documents were combined. Each subject, however, identifies whether the policy is “Administrative” or “Council” related.

C. Lance Colley
City Manager

POLICY AND PROCEDURE MANUAL

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ACCOUNTING AND FINANCIAL PRACTICES POLICIES
(Administrative Policy)

The City will maintain an accounting and financial reporting system that conforms with Generally Accepted Accounting Principles (GAAP) and Local Budget Law and will issue a Comprehensive Annual Financial Report (CAFR).

Each fund will maintain adequate cash reserves, borrow internally from another City fund or borrow externally to provide for cash flow requirements.

The City will not normally earmark specific revenues for specific public purposes in general operating funds unless required by virtue of the funding source.

Whenever feasible, government activities will be considered enterprises if so doing will increase efficiency of service delivery or recover the cost of providing the service from the benefitting entity by a user fee or charge.

Properties obtained under the foreclosure provisions of the Bancroft Act will be managed and disposed of in such a manner so as to attempt to at least reimburse the program for all direct and indirect costs incurred and so as not to disrupt the marketplace.

The City will manage its funds as independent entities in accordance with legal and administrative guidelines and generally accepted accounting principles.

Each operating fund, as appropriate, will maintain a contingency account to meet unanticipated requirements during the budget year.

AD HOC/CITIZEN ADVISORY COMMITTEES
(City Council Policy)

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 McCarthey & 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
(City Council Policy)

***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. <u>INITIAL TERM</u>. 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. <u>RENEWAL TERMS</u>. 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. <u>RENEWAL TERM INSPECTION REQUIREMENTS</u>: 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
(City Council Policy)

***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. <u>PERFORMANCE STANDARDS FOR PARTICULAR ACTIVITIES</u>. 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.

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

(City Council Policy)

***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
(City Council 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 Fire District #2, Roseburg Urban Sanitary Authority, the Dixonville Water Association, and the Umpqua Basin Water Association.

AUDIENCE PARTICIPATION AT CITY COUNCIL MEETINGS
(City Council Policy)

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 the 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.

BUDGET PROCESS & ADJUSTMENTS
(Administrative Policy)

PURPOSE
The purpose of compiling and presenting the annual budget document shall be to provide a comprehensive plan for effective allocation of limited financial resources and the maximum provision of public services. The budget shall reflect the City's primary objective which is to balance the resources available for current service provision while at the same time provide a framework for the future stability of the community.

Each individual department shall, on an annual basis, prepare a preliminary departmental budget for submission to the City Manager. The Manager shall review the information to determine the projected service level, cost effectiveness and uniformity compared to previous year's budget and actual data. The Manager shall also insure that resources are properly allocated to accomplish implementation of the City Council's goals and work program for the upcoming fiscal year. The Manager and Finance Director shall work together to balance, prepare and arrange the budget in a manner which can be reviewed as a whole document, or by individual funds or departments. Narratives shall be presented at the beginning of each fund/department to provide explanations related to the department's current operations, as well as any anticipated changes in the department's operations during the coming budget year. Each fund/department budget shall also reflect a 3-year history of the department's staffing level and the staffing level projected for the coming year.

ADOPTION
The proposed budget, once approved by the City Manager, shall be presented to the City Budget Committee for review, analysis and approval. Upon Budget Committee approval, the budget shall be forwarded to the City Council for final review and formal adoption.

REAPPROPRIATION/TRANSFER OF FUNDS
1. Transfers Under 15% of Fund Total. The Council may, via the adoption of a "resolution reappropriating funds", authorize a transfer within a given fund. The resolution must state the need for the transfer, the purpose for the authorized expenditure and the amount of the transfer.

2. Transfers Over 15% of Fund Total. Transfers of general operating contingency funds, which in aggregate during a fiscal year, exceed 15% of the total fund, may be made only after adoption of a supplemental budget as prepared for that purpose and described in Section 2.4.5 of this Chapter and ORS 294.480.

3. Transfers From General Fund to Other Funds. Transfers, or transfers and a like amount of budget resources, may be made from the general fund to any other fund when authorized by Council resolution. The resolution must state the need for the transfer, the purpose for the authorized expenditures and the amount of the transfer.

4. Transfers From Special Revenue Funds Prohibited. No transfer shall be allowed from any special revenue fund to the general fund or any other special revenue fund.

5. Budgeted Transfers Unrestricted. The transfers referred to in this section apply to transfers which occur after the budget has been adopted and which are made during the year for which the original appropriations were made. Nothing in this section shall prohibit or regulate lawful transfers which have been budgeted in accordance with local budget law.

SUPPLEMENTAL BUDGET PROCESS

1. Expenditure Difference of Less Than 10%. When the estimated expenditures contained in a supplemental budget differ by less than 10% of any one of the individual funds contained in the regular budget that is being changed, the Council may adopt the supplemental budget at a regular meeting. Notice of such regular meeting, including sufficient detail on revenues and expenditures, shall be published in accordance with ORS 294.311(31) not less than seven days prior to the meeting. Following the meeting, the Council shall make additional appropriations and may thereafter make additional expenditures as authorized in the supplemental budget. Following action taken by the Council, a press release shall be provided to the news media concerning the effect of the additional appropriations.

2. Expenditure Difference of 10% or More. When the estimated expenditures contained in a supplemental budget differ by 10% or more of any one of the individual funds contained in the regular budget that is being changed, the supplemental budget, or a summary thereof, shall be published. The Council shall then hold a public hearing on the supplemental budget. Publication of the budget and notice of the hearing shall be given in accordance with ORS 294.421, except that publication of the notice shall be not less than 14 days, and not more than 20 days, prior to the hearing. Following such hearing, the Council shall make additional appropriations and may thereafter may additional expenditures as authorized in the supplemental budget.

3. Taxpayers' Referral of Supplemental Budget to the Budget Committee. If within 10 days after the date of the publication of the budget and notice of hearing referenced in the above Subsection B, 10 or more interested taxpayers request in writing that the governing body refer the supplemental budget to the Budget Committee, the Council shall reconvene the Budget Committee. The Budget Committee shall conduct the hearing for which notice was given. No additional notice of the meeting is required. The Budget Committee shall make its recommendation to the Council at or after the hearing. Upon receipt of the Budget Committee's recommendation, the Council shall adopt whatever changes it considers necessary and adopt the supplemental budget.

CAPITAL IMPROVEMENT POLICIES
(Administrative Policy)

Financing of infrastructure improvements through use of Bancroft Bonds will be limited to those where the required improvement to assessed value ratio does not exceed one to one and to the extent the City's financial position permits the use of this financing device.

Use of General Obligation bonds will be limited to major capital infrastructure creation.

The City will finance capital projects by using self-supporting revenue pledged bonds, which could be General Obligation backed, whenever a service is an enterprise or utility-based and where the user directly benefits.

A current inventory of all the City's physical assets will be maintained.

Operating funds to maintain capital improvements and additional staff needs will be estimated and identified prior to making the decision to undertake capital improvements.

The City will plan for capital improvements over a multi-year period of time. All capital improvement programs will directly relate to the long-range plans and policies of the City.

Publicly constructed local improvements which provide a special benefit to specific real property or which rectify a problem caused by specific real property where all or part of the costs are borne by local assessments levied against the property benefitted by the improvement shall be governed by the requirements of RMC 4.04.

Privately financed and constructed improvements in the public way shall be regulated by the provisions of RMC 4.02.

CITY COUNCIL PACKET PREPARATION AND DISTRIBUTION

(Administrative Policy)

Preliminary Council agendas shall be drafted during Management Team meeting the morning following each Council meeting and finalized at the staff meeting the following Monday.

Department Heads having items on the agenda shall prepare agenda memorandums thoroughly explaining the agenda item through use of the Agenda Summary Format. Drafts shall be forwarded to the other members of the Management Team for their review and comment. Final agenda memorandums shall be submitted to the City Recorder's Office to obtain the City Manager's approval by noon on Tuesday prior to the agenda deadline (Thursday at 3:00 p.m.). Following City Manager approval, all agenda memorandums shall be forwarded to the City Recorder for collation, distribution and posting on the City's website.

City Council packets must be completed and available for posting on the City's website by 3:00 p.m. on the Thursday prior to the subject Council meeting. The entire agenda packet will be emailed to the Mayor and Council for downloading on their iPads. Others requesting copies of the Agenda Packets will be notified of their availability from the web-site.

CITY COUNTY INSURANCE SERVICES TRUST MEMBERSHIP
(City Council Policy)

***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 FACILITY WORK ORDER REQUESTS
(Administrative Policy)

WRITTEN REQUEST REQUIRED
Any employee requesting building maintenance on any City facility shall file a written request with the Public Works Department. Such requests must be signed by the employee's department head/supervisor and specify whether the work is being requested to correct a safety hazard. The Public Works Director will assign the work in a timely manner, giving first priority to any work requested to correct a safety hazard.

CITY MANAGER AUTHORITY - INDEMNITY PROVISIONS OF INTERGOVERNMENTAL AGREEMENTS

(City Council Policy)

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
(City Council Policy)

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
(City Council Policy)

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.

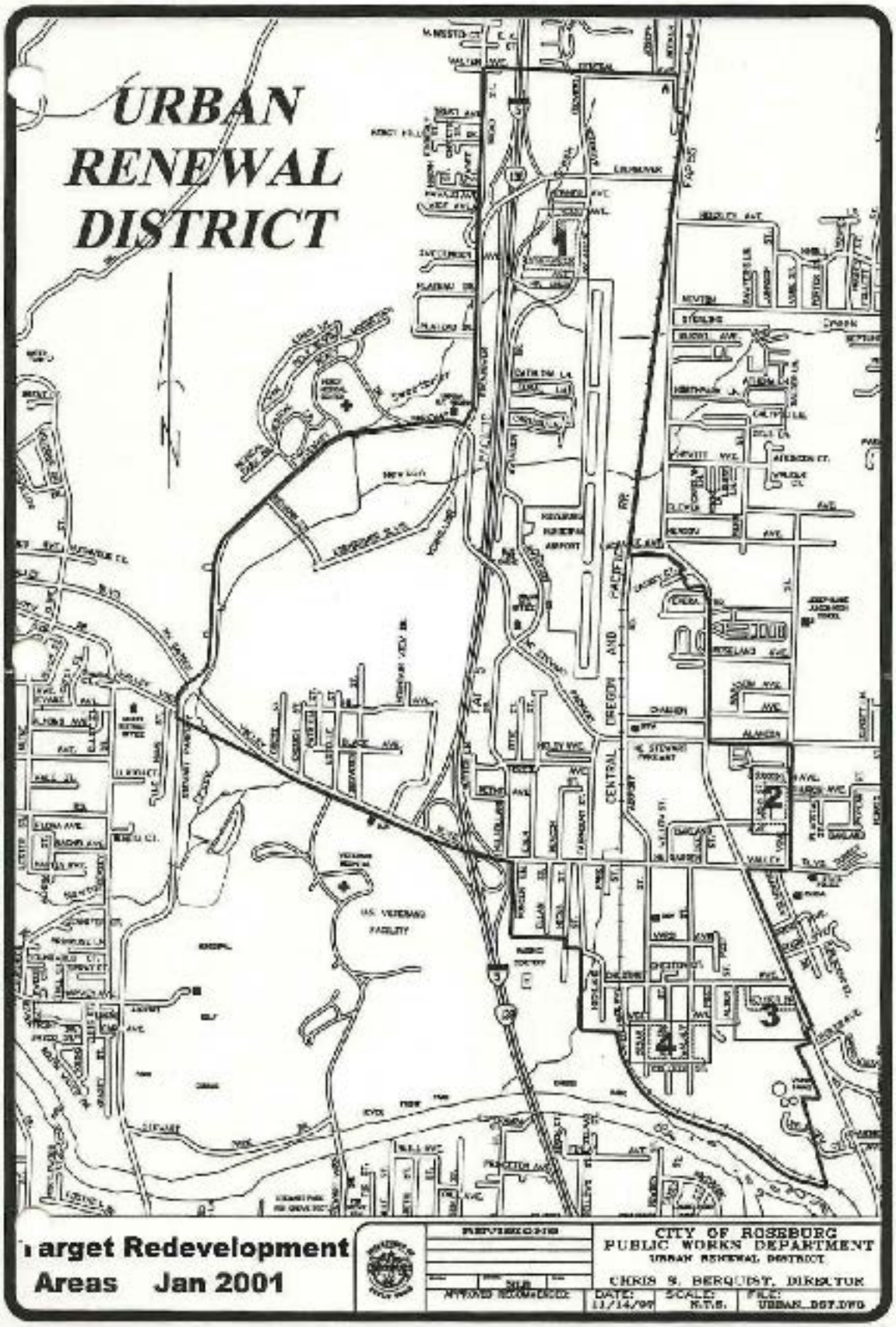
B. The City and the Urban Renewal Agency have been cooperating on the implementation of the plan for the past 15 years.

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.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PUBLIC WORKS DEPARTMENT
URBAN RENEWAL DISTRICT
CHRIS S. BERQUIST, DIRECTOR
DATE: 11/14/00
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.

COMPUTER SYSTEM/ELECTRONIC MEDIA MANAGEMENT
(Administrative Policy)

PURPOSE AND SCOPE
The purpose of this policy is to establish procedures and guidelines that specify the ownership and control of information and management of the City's computer system and other electronic media sources, the City's right of access to the information contained therein and general use thereof. A further purpose is to insure that electronic records and communications are maintained and stored according to the Public Records Law. Use of the City's electronic mail, internet, intranet and all computer equipment must also be consistent with the State Ethics statutes and Federal Copyright and Licensing laws.

The policy applies to all users of the City's computer system and electronic media sources which includes all computer terminals (whether on a network or stand-alone), software and hardware (programs, CPU's, memory devices and storage devices), and telephones. For purposes of this policy, computer records and communications include any data or information in any form processed or stored within the City's computer system or other source of electronic media whether generated directly or indirectly through use of such systems and equipment.

OWNERSHIP OF INFORMATION/DATA STORED
All information and data stored on City computer equipment and electronic media equipment is the property of the City. Individual Department Heads are custodians of the information and data stored on systems and equipment within their departments. All information stored on City systems and equipment is to be shared among employees and departments as needed to perform the City's services and central business functions. Unauthorized access to confidential data is a misdemeanor by state law and may be cause for disciplinary action up to and including termination under the City's Personnel Rules.

SECURED ACCESS TO CRIMINAL INFORMATION
City Responsibility. The City is legally responsible for adhering to the rules, security and regulations relating to information access, disclosure and dissemination, policies and procedures for use of the Criminal Justice Information System (CJIS), the National Crime Information Center (NCIC), the Oregon Criminal Offender Information System (OCOIS) and other computerized systems accessed via the Law Enforcement Data Systems (LEDS). Computer terminal areas wherein this information is visible must have adequate physical security to protect unauthorized personnel gaining access to the terminal equipment or stored data. All visitors to the terminal area must be accompanied by City personnel at all times and the terminals must be "locked-out" when it is not staffed.

Authorized Access Only. To ensure compliance with LEDS rules, only authorized Police Department and Municipal Court employees shall be allowed access to the computer equipment containing criminal justice information. In order to ensure this level of security, all deliveries, including mail, UPS FEDEX, etc. shall be completed in the lobby. If a delivery is large enough the delivery person must enter the office area, the delivery person will be escorted to the destination area. Contractors needing unescorted access to the building must be fingerprinted and cleared prior to being given unescorted entry to secured areas. All

other contractors or persons needing access to office areas using LEDS shall have a criminal history check performed and require an escort while in the secured areas.

USAGE GUIDELINES

The following guidelines apply to all computer records, electronic media sources and services which are accessed on or from City premises; accessed using City computer or other electronic media equipment, or via City-paid access methods; and/or used in a manner which identifies the individual with the City:

Electronic media may not be used to knowingly transmit, retrieve or store any communications which are discriminatory based on race, color, national origin, age, marital status, sex, political affiliation, religion, disability or sexual preference or of a harassing nature, derogatory to any individual or group, obscene or X-rated, or of a defamatory or threatening nature. The City's equipment shall also not be used for "chain letters" or any other purpose which is illegal, against City policy, or contrary to the City's interest.

The City's computer system and all forms of electronic media and services, including internet access, e-mail, and voice mail used by City employees are to be used primarily for City business purposes, but may be allowed for personal use during scheduled breaks or lunches provided such use does not interfere with City business, productivity of the employee or conflict with the parameters set forth in the above Section 1.6.4.1. The City's equipment shall not be used for personal gain, outside business activities, political activity, fundraising or charitable activity not sponsored by the City or to promote personal, political or religious business or beliefs. Abuse or misuse of City electronic media/computer equipment, services or supplies shall be grounds for disciplinary action. Employees should be aware that use of a password does not give rise to any right of privacy and that "deleting" a record from their equipment does not necessarily mean that the record or communication has been eliminated from the City's system. The City reserves the right, at the City Manager's discretion, to monitor and review any employee's computer files and records, electronic records, messages and communications, and general usage of City equipment, to the extent necessary to ensure that electronic media, services and equipment are being used in compliance with this policy. The City has the right to use the results of such monitoring in any disciplinary action that may be necessary.

Employees must respect the confidentiality of other employees' electronic records, files and communications and may not attempt to read, "hack" into other systems, use other employees' log-ins, "crack" passwords, breach computer or network security measures, or monitor electronic files or communications of other employees or third parties except when explicitly directed by the City Manager as indicated above.

No e-mail or other electronic communications may be sent which attempts to hide the identity of the sender, or represent the sender as someone else or from another organization. All messages or information sent by an employee to one or more individuals via electronic media must contain statements that identify and attribute the message to the City. All communications sent by employees must comply with this policy and may not disclose any confidential or proprietary information regarding the City. The following message shall appear on all outgoing e-mail messages:

This e-mail and any files transmitted with it are confidential and intended solely for the individual or entity to which they are addressed. If you have received this in error, please notify the sender and delete this e-mail from your system. If you are not the named addressee, disclosure, distribution, copying or taking any action in reliance on the contents of this information is prohibited.

Electronic media and services shall not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other employees to access and use the system.

In order to insure the integrity of the City's computer systems and related warranties, caution must be used when loading or downloading data to City equipment. Employees shall not load or download programs, install any software or make any changes to the City's computer setups, without permission from the City Manager and assistance from the City's Information Technology (IT) Manager. Use of personal programs and unlicensed programs is strictly prohibited and may be cause for disciplinary action up to and including termination under the City's Personnel Rules.

Employees obtaining electronic access to other agencies', companies' or individuals' files or materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

Employees shall not access information or services which will result in a subscription or user fee without authorization from the City Manager.

Employees shall not e-mail any City documents to their home, or any other outside computer system, without their Department Head's approval.

CITY-WIDE SHARED DIRECTORY

Documents and forms that are commonly used by most, if not all, departments, shall be maintained in the City's computer system under a "shared directory. Only documents that would need to be accessed by most departments will be placed in this directory; such documents include, but are not limited to, standard contract documents, maps, policy documents such as this Policy & Procedures Manual, photographs, universal forms such as travel reimbursement and petty cash forms, the City budget, etc. No individual employee files or folders shall be maintained on this directory. The shared directory will be overseen by the Management Technician and the IT Manager.

AUTOMATED PUBLIC RECORDS

Records created, manipulated or stored on any City computer system or in any form of electronic media are public records if they are sent, received, filed or recorded in pursuance of law or in connection with the transaction of City business, whether or not they are confidential or restricted in use. Purely personal messages, as well as unsolicited messages and advertisements (spam) are not public records under the retention/disposition aspect of the public records law, but may be accessible to the public under the access portion of the Law (ORS 192.410[4]). If an e-mail message is considered a public record, then it is subject to the retention requirements based on the content of the message. All e-mail communications other than those defined as a non-record by ORS 192 shall be retained as part of the email system, copied and filed in another electronic filing system; *or* printed and

filed as a paper record in accordance with the City's records retention schedule. If an email is printed for retention purposes, the entire message with all header information intact (i.e. date and date, routing information etc.) and all attachments must be printed and retained. Non-record email communications may be deleted when read. Computer backup tapes and disks, regardless of hardware platform, are also public records, subject to disclosure. This includes backup tapes of "casual communications" systems such as voice mail and E-mail. Electronic records and communications, like any other public record, must be available upon request, to any member of the public, unless the record or communication is by law exempt from disclosure. If presented with a request for a computerized/electronic record, all employees should consult with the City Recorder to determine proper disclosure. The City's Records Retention Schedule should be consulted before disposing of any electronic records regardless of the format.

USER IDENTIFICATION/PASSWORDS

The City's computer systems have been designed to ensure data integrity therefore information stored in certain critical files can be changed only by authorized personnel. All employees, however, have a role in data integrity via their use of identification numbers and passwords. Each employee using the City's computer system shall be assigned an individual identification number and password. Passwords should be simple but not common or obvious (such as your own name). The City IT Manager shall act as the City's primary computer security liaison to all City departments and as such, shall maintain a security file containing all assigned employee identification numbers and passwords. Department heads shall assign one employee to act as the department's IT Committee liaison who shall, in turn, work with the City's IT Manager and all other departmental representatives. Passwords should not be disclosed to anyone other than the City's IT Manager. Only the IT Manager is authorized to change an assigned identification number or password. Employees shall not use unauthorized codes or passwords to gain access to others' files.

SOFTWARE ACQUISITION & APPLICATION

No software shall be purchased without the City Manager's authorization. Application of software must be in accordance with the conditions specified in the license issued to the subject software as any other application is illegal. Making a copy of software for use by another person without paying the vendor is a form of stealing called "software piracy". Some software licenses allow the software to be installed on a Local Area Network (LAN) server and used by several people at one time. Software piracy is a felony if there are more than 10 illegal copies or the illegal copies are valued at $2,500.00 or more. Employees must make every effort to avoid the possibility of software piracy occurring within the City's computer system.

HARDWARE ACQUISITION & MAINTENANCE

No computer hardware shall be purchased without the City Manager's authorization. As part of the City's computer systems maintenance policy, employees must make every reasonable effort to ensure they do not introduce a software virus into the City's computer system. A virus is a hidden series of instructions that mischievously alters data or program files stored in a computer. The most common source of a virus comes from installing copied software (share-ware) or downloading software from a bulletin board on the Internet. Another source is using disks of unknown origin. Therefore, if someone makes a public information request and wants the record on disk, employees are to use a City-supplied disk rather than a disk provided by the requestor. The cost of the disk may be recovered from the requestor.

INTERNET ACCESS
The City has internet access through Douglas FastNet. The City controls its own website at www.cityofroseburg.org, with an employee from each department designated to enter and update information on the City's website.

GOVERNMENT ACCESS CHANNEL
The City of Roseburg, in partnership with Douglas County, will maintain Government Access Channel 191 on the Charter Communications System for City sanctioned events. Channel 191 is not considered a Public Access Channel.

The City's programming policy for Channel 191 shall be to provide area residents with direct, non-editorial information concerning government deliberations, services, programs, events and activities.

Government Access Channel will be limited to only specific events, meetings or activities that are sanctioned by the City of Roseburg or Douglas County. It is not intended as a political forum or as a mechanism for building support for a particular policy, program or issue not supported by the majority of a governing body.

OBJECTIVES
The objectives of the Government Access Channel are to:
- expand community awareness of City government and its decision-making processes;
- widen the dissemination of information on the activities of the City's elected officials and advisory commissions;
- provide comprehensive information about City programs and services offered to area residents;
- provide information pertinent to area residents from other local, state and federal government entities; and
- provide information regarding City sponsored community events.

TYPES OF PROGRAMS
Live Broadcast: Live, unedited, broadcast coverage of selected meetings and events will be provided. Meetings to be broadcast will be those of City Council, Planning Commission, advisory commissions and other special programmed events. The City of Roseburg is not responsible or liable for words uttered by the public during live broadcasts. The City of Roseburg cannot suppress vulgar or inappropriate words from being aired during live broadcasts.

Tape-Delayed Broadcast: Taped meetings, shows and other special events will be scheduled into open times between live broadcasts. The City of Roseburg reserves the right to determine if the event will be aired live or taped for replay at a later date and time. Taped broadcast times will be determined by the City Manager's designee and coordinated with Douglas County's representatives. The City of Roseburg cannot suppress vulgar or inappropriate words from being aired during taped-live broadcasts.

Staff-Originated Programming: Programs produced by City departments regarding issues related to City government or about commissions/groups/committees, etc. that are affiliated with the City or sponsored or supported by City funds.

Bulletin-Board Information: Character generated messages related to local government activities, programs, services and events sponsored or financed by the City of Roseburg or other governmental units and affecting area residents. This service will operate 24 hours a day when other programming is not scheduled.

ACCESS POLICY

Emergency messages and information shall take priority over all other programming until such time as the emergency situation is resolved.

All programming over Channel 191 must be government related. Programs may include meetings, activities, programs, services and events of City departments and services or other governmental entities or events financed by or sponsored by local government.

Final approval of all requests will be made by the City Manager or designee who administers the video programming for the City of Roseburg.

Access to the Channel shall be limited to city, county, federal or state government functions and operations.

Utilization of the Channel for commercial advertising or personal gain will not be permitted.

Promotional announcements from the general public or for events, charities or outside organizations in which the City has no official interest or sponsorship shall not be permitted.

POLITICAL PROGRAMMING

No political programming will be permitted on the Government Access Channel with the exception of providing factual information on any local ballot issue directly affecting area voters.

EDITING POLICY

1. **Public Meetings**: Any public meeting broadcast shall not be edited or subject to editorial comment. Meeting coverage shall be from gavel-to-gavel.

2. **Department Programs**: Any program videotaped by the City of Roseburg or on City equipment may be modified or edited as appropriate.

3. **Bulletin Board***:* Messages programmed into the bulletin board portion of Channel 19 may be submitted by appropriate governmental departments or agencies. Editing by Staff to provide clarity and maximum utilization of pages available may be required.

4. **Other Governmental Programming:** Programming submitted by other governmental agencies such as the Oregon Department of Transportation shall have been reviewed and approved by the agency head of the submitting governmental agency as to compliance with this policy. Such approval shall be in writing and provided to the City in advance of the scheduled programming being aired.

USE OF CITY OWNED EQUIPMENT
City-owned video and audio equipment shall be restricted to authorized City activities and its use shall be restricted to employees of the City of Roseburg or trained contractors under the direction of the City Manager. Loaning of equipment for personal or outside use shall not be permitted.

RETENTION AND OWNERSHIP OF TAPES
All video material shall become the property of the City of Roseburg. All Staff produced programs, meetings and events shall not be retained beyond one year. After one year, material may be reused and the original material erased, at the discretion of the City Manager or designee. Copies of any videos produced by the City may be purchased by the public at the cost established within the City's Fee Schedule.

CITY MANAGER'S ANNUAL PERFORMANCE EVALUATION PROCESS
(City Council Policy)

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. In October 2014, the City Council adopted a new evaluation form which simplified the criteria for evaluation and amended the scoring system. The new form is included in this policy. 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.

CITY MANAGER PERFORMANCE EVALUATION

CITY OF ROSEBURG, OR

INDIVIDUAL BEING EVALUATED _____
EVALUATION PERIOD _____to _____
REVIEWER'S NAME _____
DATE SUBMITTED _____

Each member of the City Council must complete this evaluation form, sign it in the appropriate space provided above and return it to _____ no later than _____.

All submitted evaluations will be summarized and included on the City Council _____ agenda for discussion.

_____

Mayor

_____

Date

PURPOSE

The purpose of the Performance Evaluation is to provide feedback on the job performance of the City Manager and, if necessary, create a development plan for areas of improvement. It is also used to provide a basis for a merit increase. Additionally, the performance evaluation process provides the Council and City Manager the opportunity and means to establish and maintain open communication and an effective working relationship.

PROCESS

Performance evaluations are based on performance standards that address the competencies, skills and expected outcomes necessary for being an effective City Manager. These standards define the level at which the City Manager must perform his or her job duties to meet the Council's expectations. Performance evaluations should include positive feedback as well as areas for improvement and examples of observed behavior.

The Council and Mayor should meet periodically to monitor the performance of the organization and the City Manager. The City Of Roseburg has determined that the City Manager job performance review and evaluation process will take place as follows:

1. A quarterly executive session at which time the City Council will review the job performance of the City Manager. This is an oral review session intended to provide the opportunity for discussion with input from both the Council and the City Manager. Core competencies as described in Performance Evaluation Form should be used to guide this group discussion. Specific examples should be used during this discussion to ensure clarity and meaningful feedback. These quarterly performance reviews provide for open communication and progress checks, as well as a basis for the formal annual performance evaluation. Quarterly evaluations will not take place during the October – December quarter while the formal annual evaluation is in progress.

2. Annually, beginning in the fall and concluding by the end of the calendar year, there will be a formal written process where each Councilor will complete this, or a similar form, which will then be used as the formal, official Performance Evaluation. At the time of the formal review, there should be no surprises to either the City Council or the City Manager. The entire City Council and the City Manager have input into the performance evaluation. This gives both parties the opportunity to be heard and to provide honest input and make the performance evaluation a joint process.

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INSTRUCTIONS

The evaluation form contains ten (10) core competencies and their expected standards of performance for each. A 5 point scale is used to rate each of the behavioral standards.

Using the following scale, indicate your rating of the City Manager's performance for each category.

Any item left blank will be assigned a score of 3 (Meets). Use whole digits; fractions will be rounded down (e.g., 3.5 will be entered as a 3).

Rating Scale	Definition
5	**Consistently exceeds targets and standards.**
4	**Superior performance in meeting targets and standards.**
3	**Performance meets expectations.**
2	**Performance does not consistently meet expectations.**
1	**Performance is well below reasonable standards.**

In each Core Competency, divide the sum of your ratings in that Competency and divide by 5 to arrive at a single score for the competency.

In addition to assigning a numerical rating to specific items within a Core Competency, this evaluation form also contains sections for entering narrative comments, including the opportunity to respond to specific questions and to include any specific examples of observed behavior which support your rating and are pertinent to the evaluation period. Additional pages may be added if necessary. Please write legibly. All evaluation forms must be submitted prior to the deadline identified on the cover page. Submitted forms will be summarized into a single performance evaluation to be presented and discussed by the City Council and the City Manager.

Please submit the form as follows:

- Leave all pages of the evaluation form attached
- Initial each page
- Sign and date the cover page
- Enter the date the evaluation was submitted in the space provided on the cover page

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LEGEND
Core Competencies

1. CORE COMPETENCY

_____

_____

_____ **BEHAVIORAL STANDARDS**

_____

RATING

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

ADDITIONAL COMMENTS:

NARRATIVE

Evaluator Initials _____ **VERIFY**

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1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties; a “self-starter”.

_____ Exercises good judgment.

_____ Displays enthusiasm, cooperation and willingness to adapt.

_____ Displays mental and physical stamina appropriate for the position.

_____ Composure, appearance and attitude are fitting for an individual in this Executive position. This person is able to separate personal feelings from the advancement of the City’s interests.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

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2. PROFESSIONAL SKILLS AND STATUS

_____ Maintains knowledge of current developments affecting the practice of local government management.

_____ Demonstrates a capacity for innovation and creativity.

_____ Anticipates and analyzes problems to develop effective approaches for solving them.

_____ Willing to try new ideas proposed by City Council and/or Staff.

_____ Sets a professional example by handling affairs of the public office in a fair and impartial manner.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

3. RELATIONS WITH ELECTED MEMBERS OF THE CITY COUNCIL

_____ Carries out directives of the City Council as a whole as opposed to those of any one member, special interest or minority group.

_____ Participates in setting City Council meeting agendas which avoids unnecessary Council involvement in administrative actions.

_____ Disseminates complete and accurate information equally to all Council members in a timely manner.

_____ Assists by facilitating decision making without usurping authority.

_____ Responds professionally to requests, advice and constructive criticism and accepts responsibility for undesirable results.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

4. POLICY EXECUTION

_____ Implements actions and directives in accordance with the intent of the City Council.

_____ Supports the actions of the City Council after a decision has been reached, both inside and outside the organization.

_____ Understands, supports and enforces local government's laws, policies and ordinances.

_____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.

_____ Offers workable alternatives to the City Council for changes in law or policy when an existing policy or ordinance is no longer practical.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

_____

_____

Evaluator Initials _____

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5. REPORTING

_____ Using the City Charter as a guide, provides regular information and reports to the City Council concerning matters of importance to the local government.

_____ Responds in a timely manner to requests from the City Council for special reports.

_____ Takes the initiative to provide information, advice and recommendations to the City Council on matters which are non-routine and not administrative in nature.

_____ Reports produced by the City Manager are accurate, comprehensive, concise and written to and for their intended audience.

_____ Produces and handles reports in a way to convey the message that the affairs of the City are open to public review and scrutiny.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

_____

_____

Evaluator Initials _____

6. CITIZEN RELATIONS

_____ Responsive in a timely manner to requests and/or complaints from citizens.

_____ Demonstrates a dedication to service to the community and its citizens.

_____ Maintains a nonpartisan approach in dealing with the local news media.

_____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests.

_____ Makes an appropriate good-faith effort to maintain citizen satisfaction with city services.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

7. STAFFING

_____ Recruits and retains competent personnel for staff positions.

_____ Applies an appropriate level of supervision to improve any areas of substandard performance.

_____ Stays accurately informed and appropriately concerned about employee relations

_____ Professionally manages the compensation and benefits plan.

_____ Promotes training and development opportunities for employees at all levels within the organization.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

8. SUPERVISION

_____ Encourages Department Heads to make decisions within their jurisdictions with minimal City Manager involvement, yet maintains general control of operations by providing the appropriate amount of communication to staff.

_____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls of their programs while still monitoring operations at the department level.

_____ Develops and maintains a friendly, informal and professional relationship with the staff and work force in general yet maintains the professional dignity of the office of City Manager.

_____ Sustains or improves staff performance by evaluating the performance of staff members annually, setting goals and objectives for them, periodically assessing their progress and providing appropriate and timely feedback.

_____Encourages teamwork, innovation and effective problem solving among staff members.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category.

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

9. FISCAL MANAGEMENT

_____ Prepares a balanced budget to provide City services at a level directed by the City Council.

_____ Makes the best possible use of available funds, conscious of the need to operate the City efficiently and effectively.

_____ Prepares a budget and budgetary recommendations in an intelligent, accessible manner understood by the City Council.

_____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability.

_____ Appropriately monitors and manages fiscal activities of the City.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

10. COMMUNITY RELATIONS

_____ Shares responsibility for addressing the difficult issues facing the city.

_____ Avoids unnecessary controversy.

_____ Cooperates with neighboring communities and the county.

_____ Helps the Council address future needs and development appropriate plans to address long term trends.

_____ Cooperates with other regional, state and federal government agencies.

Add and enter the numerical values from above _____ ÷ by 5= _____ is your score for this category

NOTE: For a rating of 1 or 5, please provide or cite an example or instance in the space below.

ADDITIONAL COMMENTS:

Evaluator Initials _____

CONFIDENTIAL

NARRATIVE EVALUATION

List three performance objectives for the City Manager that you feel are the most important targets for the upcoming year:

1. _____
2. _____
3. _____

What would you identify as the City Managers strength(s), expressed in terms of the principle results achieved during the review period?

What performance area(s) would you identify as most critical for success?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestion(s) and/or recommendation(s) can you offer to the City Manager to improve performance?

STANDARD FORMS

The City Recorder's Office has prepared standard forms to be used for the various types of City contracts put together by City Staff. The forms have been reviewed by the Risk Management Team and approved as to form by the City Attorney. All forms are maintained on the shared network directory and must be copied to another directory when used by other departments. Only the City Recorder has authority to make changes, revisions and/or updates to the original shared directory documents. The standard forms shall be used for all applicable City contracts. If a given section (requirement) of the standard contract document does not apply to a specific contract, the language in such section shall be marked through and initialed by the City Manager, the subject Department Head and the contractor.

PURCHASING AUTHORITY

Less than $5,000: Department Heads shall have the authority to make purchases of less than $5,000 by direct selection without a purchase order, provided the invoice processing requirements are followed pursuant to Subsection 2.11.5 of this Administrative Policy.

$5,000 or more, but less than $10,000: Purchases between $5,000 and $10,000 may be approved by the City Manager by direct selection or any other method the City Manager deems in the best interest of the City. Such purchases shall be accompanied by a purchase order and a written record documenting the manner of selection and the reason why the selection was in best interest of the City. All purchase orders must be signed by the Department Head and the City Manager or the Finance Director.

$10,000 or more, but less than $25,000: The purchase of materials, supplies or personal services with a value of at least $10,000, but less than $25,000, shall require a purchase order signed by the Department Head, and unless the purchase is exempted by the Municipal Code, it shall also require three verbal quotes. A written record documenting the three verbal quotes, or why three such quotes could not be obtained must be submitted with the purchase order. The purchase order must be signed by the City Manager before being submitted to the Finance Department.

$25,000 or more, but less than $50,000: Any purchase of materials and supplies, or personal services with a value of at least $25,000, but less than $50,000, shall require a purchase order signed by the City Manager, and unless the purchase is exempted from competitive solicitation under Roseburg Municipal Code, shall also require three written quotes.

$50,000 or more: All purchases with a value of $50,000 or more shall require Council approval based on formal solicitation published by electronic advertisement on the City's website for a minimum of 10 consecutive days, placed on ORPIN (Oregon Procurement Information Network) and emailed to all plan centers. If the contract is for a public improvement valued at or above $125,000, the solicitation must also be published in a trade newspaper of statewide circulation.

INVITATIONS TO BID (ITB)
Invitations to bid are used primarily for construction, public improvement and transportation-related projects and are placed on the City's website and ORPIN, and emailed to all plan centers. If a project estimate exceeds $125,000, it is also published in the Daily Journal of Commerce. Invitations to bid, whether prepared in-house or by an outside engineering/consulting firm, will not be placed in any publication or posted on the City's website or ORPIN without the plans and specifications being filed with the City Recorder's Office.

Standard forms for in-house invitations to bid have been developed by the City Recorder's Office and are maintained on the shared directory. When used by other departments, the document must be copied from the shared directory to the department's individual directory before being modified to "fit" the type of bid being requested.

All invitations to bid shall be forwarded to the City Recorder's Office for review, publication (if required), posting on the City's website and ORPIN and forwarding to the plan centers. If the advertisement must be published, it must be submitted to the City Recorder's Office a minimum of 5 business days prior to the desired date of publication. The department generating the invitation to bid shall give the City Recorder's Office a list of periodicals (newspapers, trade magazines, etc.) in which the ad should be published. The requesting department shall also advise the Recorder's Office of the project number and the budget line item number to which the publication expenses should be coded for payment.

The typical project bid is usually due three weeks from the date it was first advertised. Depending on the complexity of the project, the time period may be extended to four or five weeks. Immediately following bid opening, bid results are posted on the City's website. The notice of intent to award the contract is sent electronically to all project bidders. The invitation to bid, bid results and any other electronic project information remains on the City's website until the contract is awarded.

REQUESTS FOR PROPOSALS (RFP)
Requests for proposals are issued for professional services, trade services and goods and equipment. Examples include such services as engineering, prosecution, pest control, towing, asphalt patching, insurance brokers, banking, collections, etc. Requests for proposals are also issued for specialized equipment, patrol sedans, park maintenance equipment, etc. Requests for proposals are placed on the City's website and ORPIN. If a contract estimate exceeds $125,000 (typically only engineering services fall within that range) the advertisement is also published in the Daily Journal of Commerce. Inasmuch as these proposals do not involve construction they are not sent to plan centers. Staff provides direct notification to potential businesses specializing in the subject service/equipment by looking at the yellow pages and the State of Oregon listings for businesses certified to provide the service or equipment sought.

Standard forms for request for proposals have been developed by the City Recorder's Office and are maintained on the shared directory. These documents are to be copied from the shared directory and transferred to the department requesting the proposal in the same manner as invitations to bid.

All requests for proposals shall be forwarded to the City Recorder's Office for review, publication (if required), and posting on the City's website and ORPIN. If publication is required, the time frame for submittal is the same as for an invitation to bid. As with invitations to bid, requests for proposals will not be advertised or posted on the City's website or ORPIN until the City Recorder's Office has received a complete set of the subject documents.

The typical proposal is due approximately three weeks after first advertised. Immediately following proposals, the results are posted on the City's website. As with invitations to bid, the notice of intent to award is sent electronically to all proposers.

RISK MANAGEMENT TEAM REVIEW

The Risk Management Team (consisting of the Human Resource Director, City Recorder & Finance Director, with assistance from the City Manager and City Attorney when needed) shall review all changes, modifications and variations of the City's standard contract document. If necessary, the Risk Management Team shall meet with the Department Head involved in the contract to discuss the needed modifications.

AUTHORIZED SIGNATURES

Only the City Manager has the authority to sign contracts on behalf of the City. The City Recorder typically "attests" to the City Manager's signature on all City Contracts.

LOCATION OF ORIGINAL DOCUMENTS

All original contracts of the City shall be maintained in the City Recorder's Office. This rule in no way restricts any department from keeping a copy of a specific contract for its use and reference. If a contract is with another public agency and such agency retains the original contract document, a signed true copy shall be filed with, and maintained by, the City Recorder's Office. Rejected bids shall be retained by the requesting department pursuant to the City's Record Retention Schedule.

INDEX OF CONTRACTS/NOTICE OF EXPIRATION DATES

The City Recorder's Office shall maintain an index listing of all active City contracts and shall notify the affected Department Head of upcoming expiration dates at least 60 days prior to such expiration.

CONFLICT OF INTEREST, GIFTS & GRATUITIES

No employee, officer or agent of the City shall participate in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such conflict would arise when a City employee, officer or agent, a member of their immediate family, or their business partner, has a financial or other interest in a firm selected for the award of a contract. This prohibition shall not apply to insubstantial financial interests so long as the City employee, officer or agent discloses such financial interests and obtains prior written approval from the City Manager to participate in the award and/or administration of the contract.

No employee, officer or agent of the City shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subcontracts. This prohibition shall not apply to unsolicited gifts of nominal intrinsic value.

City employees who violate the policies set forth in this Section shall be subject to disciplinary action under the Personnel Policies of the City; City Officers who are found in violation shall be subject to the procedures and penalties set forth in state law. City agents who violate this Section may have their authority to act as agents revoked by the City. If the agency relationship is established by contract, a violation of this Section shall be considered a breach of contract, which will entitle the City to terminate the contract.

****Note: Also see following sections:**
Purchasing Policy & Procedures; and
Risk Management & Insurance Provisions in Administration of City Contracts

CREDIT CARDS
(Administrative Policy)

GENERAL POLICY
The City has obtained business credit cards for use by the City Manager, all Department Heads and any other City employee authorized by the City Manager to use such cards. The card is to be used for business related expenses only and is not intended to replace, nor is it a substitute to, the City's purchasing policies.

PURPOSE
The purpose of the business credit cards is to accommodate business related expenses and/or charges that are small in nature and to provide the employee with the convenience of paying for expenses incurred while on official City business such as while representing the City at a meeting or attending conferences or workshops.

USE
The cards shall be used for City-related expenses only and only those persons to whom a card is issued may authorize purchases using the card. Employees must use the City credit card when making City purchases rather than using their personal credit card and then requesting reimbursement from the City. The use of the card for cash advances, cash refunds or purchases that are personal in nature is a violation of this policy.

RECEIPTS AND ACCOUNTING
A receipt for each credit purchase must be submitted to the Finance Department as soon as practical after the card is used. Receipts must be retained by the cardholder for submission with the monthly statement. At the end of each month, cardholders are responsible for downloading their monthly statement from www.myaccountaccess.com, attaching a receipt for each charge listed on the statement, coding the account number for each charge and submitting the statement, with receipts attached, to Accounts Payable no later than the 10th of each month.

CARD HOLDER RESPONSIBILITIES
Each cardholder is responsible for, required to and must:

1. Ensure that he/she has sufficient budgetary authority to incur the charge and that there is a sufficient amount available in the departmental budget to pay for the expenditure;

2. Obtain and provide the original charge slip or receipt for all purchases and charges shown on the monthly statement, including a description of the items purchased. All credit card charges that are properly documented and authorized will be paid. It is the cardholder's responsibility to provide adequate documentation and proof of the appropriateness of the charges to their account.

3. Obtain the City Manager's approval when necessary.

4. Immediately notify the City Manager and Finance Director if a card is lost or misplaced so that proper action may be taken to cancel the card.

UNAUTHORIZED CHARGES
Payment will not be made on undocumented or unauthorized charges. The cardholder must reimburse the City for any unauthorized charges or use of the card within 7 days after being notified of the unauthorized charge. Any disallowed charge, including finance charges, may be deducted from the cardholder's paycheck if deemed necessary by the City Manager.

VIOLATION OR NON-COMPLIANCE WITH POLICY
Any violation or non-compliance with this policy may result in the revocation of the employee's right to use a City credit card and certain disciplinary action up to and including termination of employment.

RETURN OF CARD
Whenever any employee to whom a City credit card has been issued leaves City employment, the card issued to them must be returned to the Finance Officer whom shall destroy the card.

The City will seek to maintain, and if possible, improve its current "A" bond rating so its borrowing costs are minimized and its access to credit is preserved.

The City will have a specific set of debt issuance guidelines consistent with Federal, State and local laws and policies.

When making investments, the City will follow State law and local investment guidelines and shall abide by the following criteria in priority order:

- Preservation of capital;
- Maintenance of a liquid position; and
- Maximum yield.

DEFERRED COMPENSATION PLAN FOR CITY EMPLOYEES
(City Council Policy)

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:

a. employee salary reduction contributions to a 401(k) plan, simplified employee pension plan or cafeteria plan;
b. employee contributions which are picked up by the employer pursuant to Code Section 414(h); and
c. 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.** For 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 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 sale 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., 601C., 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 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 event, 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 data 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 conveyor 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
(City Council Policy)

***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.

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.

On September 22, 2014, the City Council adopted Resolution No. 2014-15 which updated the Disadvantaged Business Enterprise Program Goal to 6.14% for federal fiscal years FY 2015-17.

The policy currently reads as follows:

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Roseburg has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Roseburg has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Roseburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Roseburg to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

John VanWinkle, Human Resources Director, has been delegated as the DBE Liaison Officer. In that capacity, the Human Resources Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Roseburg in its financial assistance agreements with the Department of Transportation.

City of Roseburg has disseminated this policy statement to the Roseburg City Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts via an email link to the City's website.

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Roseburg is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The City of Roseburg will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The City of Roseburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Roseburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

We will report DBE participation to DOT/FAA as follows:

> We will transmit to FAA annually on December 1, the "Uniform Report of DBE Awards or Commitments and Payments" form, found in Appendix B to this part. We will also report the DBE Contractor firms information either on the FAA DBE Contractor's Form or other similar format.

Bidders List: 26.11(c)

The City of Roseburg will create and maintain a bidders list for airport projects. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

We will collect this information in the following ways:

- A contract clause requiring this information;
- A notice in all airport project solicitations

Section 26.13 Federal Financial Assistance Agreement

The City of Roseburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a) - Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

> The *City of Roseburg* shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The *City of Roseburg* shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The *City of Roseburg's* DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the *City of Roseburg* of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: 26.13b

The City of Roseburg will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the *City of Roseburg* deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The City of Roseburg will receive grant(s) for airport planning or development totaling $250,000 in a Federal fiscal year. We will continue to carry out this DBE Program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program for approval.

The City of Roseburg is not eligible to receive DOT financial assistance unless DOT has approved our DBE Program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been expended.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

John VanWinkle
Human Resources Director
900 SE Douglas Avenue
Roseburg, OR 97470
541-492-6862
jvanwinkle@cityofroseburg.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Roseburg complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one and access to the airport consulting engineers to assist in the administration of the program. The duties and responsibilities include the following:

1. Works with Public Works Director to gather and report statistical data and other information as required by DOT.
2. Works with all departments to set overall annual goals.
3. Works with City Recorder to ensure that bid notices and requests for proposals are available to DBEs in a timely manner.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
5. Analyzes City of Roseburg's progress toward attainment and identifies ways to improve progress.
6. Advises the City Manager and City Council on DBE matters and achievement.
7. Works with consulting engineer and Public Works Director to determine contractor compliance with good faith efforts.
8. Works with community organizations such as UCC's Small Business Development Center to provide outreach to DBEs to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Roseburg to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

According to the Business Oregon Office of Minority, Women and Emerging Small Businesses website, there are not DBE certified financial institutions within Oregon at this time. This investigation will be performed each time that the City of Roseburg calculates and sets a new DBE goal.

Section 26.29 Prompt Payment Mechanisms

The City of Roseburg has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their

contracts no later than 30 days from receipt of each payment you make to the prime contractor.

We will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. We will use one of the following methods to comply with this requirement:

> Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

City of Roseburg will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the *City of Roseburg*. When *City of Roseburg* has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

City of Roseburg will provide appropriate means to enforce the requirements of this section.

The City of Roseburg will include the following clause in each DOT-assisted prime contract:

> The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing the public contract:
>
> A. A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days of payment by the City out of such amounts as are paid to the Contractor by the City of Roseburg under the contract; and
>
> B. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City of Roseburg, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to Paragraph 6.1.1 of this Subsection. A Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the City of Roseburg or Contractor when payment was due. The interest penalty shall be:
>
> a. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
> b. Computed at the rate specified in ORS 279C.515(2).

C. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City of Roseburg. This clause applies to both DBE and non-DBE subcontractors.

Section 26.31 Directory

The *City of Roseburg* uses the State of Oregon DBE directory, maintained by the State (Business Oregon). The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The State of Oregon revises the Directory daily. The Directory may be found at *http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/ .*

Section 26.33 Over-concentration

City of Roseburg has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

City of Roseburg has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Roseburg will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts.

3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose as part of the project closeout documentation.

5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Section 26.39 Fostering small business participation.

The City of Roseburg has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The *City of Roseburg's* small business program element is incorporated as Attachment 9 to this DBE Program. We will actively implement the program elements to foster small business participation, doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Roseburg does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The City of Roseburg will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding FAA funded prime contracts exceeding $250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the City of Roseburg will submit its Overall Three-year DBE Goal to FAA by August 1 as required by the established schedule below.

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Large & Medium Hub Primary	**All Regions**	**August 1, 2013 (2014/2015/2016)**	**August 1, 2016 (2017/2018/2019)**
Small Hub Primary	**All Regions**	**August 1, 2014 (2015/2016/2017)**	**August 1, 2017 (2018/2019/2020)**
Non-Hub Primary	**All Regions**	**August 1, 2012 (2013/2014/2015)**	**August 1, 2015 (2016/2017/2018)**
Non-Primary (GAs, Relievers and State DOTs)	**Alaskan, Eastern, & Great Lakes**	**August 1, 2013 (2014/2015/2016)**	**August 1, 2016 (2017/2018/2019)**
Non-Primary (GAs, Relievers and State DOTs)	**New England, Northwest Mountain, & Southern**	**August 1, 2014 (2015/2016/2017)**	**August 1, 2017 (2018/2019/2020)**
Non-Primary (GAs, Relievers and State DOTs)	**Central, Southwest, and Western-Pacific**	**August 1, 2012 (2013/2014/2015)**	**August 1, 2015 (2016/2017/2018)**

DBE goals will be established for those fiscal years we anticipate awarding DOT-assisted prime contracts exceeding $250,000 during the three-year period. The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the City of Roseburg does not anticipate awarding more than $250,000 in DOT-assisted prime contracts during any of the years within the three-year reporting period, we will not develop an overall goal; however this DBE Program will remain in effect and the City of Roseburg will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

The first step is to determine the relative availability of DBEs in the market area, “base figure”. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on projects.

In establishing the overall goal, City of Roseburg will consult with minority, women’s and general contractor groups, community organizations, and other officials or organizations to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Roseburg’s efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at Roseburg City Hall, 900 SE Douglas Avenue, Roseburg, Oregon for 30 days following the date of the notice, and informing the public that the City of Roseburg and DOT/FAA will accept comments on the goals for 45 days from the date of the notice. Notice will be issued in general circulation media and available minority- focus media and trade publications, websites. Normally, we will issue this notice by June 1 of the reporting period of

the goal. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to meet overall goals.

The *City of Roseburg* will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the *City of Roseburg* awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;

(3) City of Roseburg will retain the analysis and corrective actions for a period of three years and make it available to FAA upon request.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious

Participation. The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

Section 26.51(d-g) Contract Goals

The City of Roseburg will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39..

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our

program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The Public Works Director in consultation with the consulting engineer on the project is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

City of Roseburg treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Responsiveness - Each solicitation for which a contract goal has been established will require all bidders/offerors to submit the following information at the time of bid:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

<u>Administrative reconsideration (26.53(d))</u>

Within seven_business days of being informed by City of Roseburg that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the

following reconsideration official: C. Lance Colley, City Manager, 900 SE Douglas Avenue, Roseburg, Oregon 97470, 841-492-6866, lcolley@cityofroseburg.org. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

City of Roseburg will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

(1) The listed DBE subcontractor fails or refuses to execute a written contract;
(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
(3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
(6) We have determined that the listed DBE subcontractor is not a responsible contractor;
(7) The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
(10) Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (*e.g.,* safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:
The City is located within Oregon, which is under the jurisdiction of the Ninth Circuit Court of Appeals. Per FAA Guidance, contract DBE goals will not be included in the contract documents for each of the projects. Instead, race/gender neutral language similar to the following shall be included in the Invitation to Bid.

> The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the *City of Roseburg* to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to provide for DBE participation in the performance of this contract.
>
> The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in

the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Roseburg is a member of a Unified Certification Program (UCP) administered by the State of Oregon's Office of Minority, Women & Emerging Small Business (OMWESB).

OMWESB uses the certification standards of Subpart D of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. OMWESB makes certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Business Oregon
Office of Minority, Women & Emerging Small Business
775 Summer St. NE, Suite 200
Salem, OR 97301
1-866-467-3466

https://oregon4biz.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=oregon4biz&XID=4515

A website link to OMWESB's DBE certification application forms is set forth in Attachment 8.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

City of Roseburg is the member of a Unified Certification Program (UCP) administered by the State of Oregon Office of Minority, Women, and Emerging Small Business. The UCP will meet all of the requirements of this section.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Roseburg or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

ATTACHMENTS

Attachment 1 Regulations: 49 CFR Part 26 or website link
Attachment 2 Organizational Chart
Attachment 3 Bidder's List Collection Form
Attachment 4 DBE Directory or link to
Attachment 5 Overall Goal Calculations
Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Form 1 & 2 for
Attachment 7 DBE Monitoring and Enforcement Mechanisms
Attachment 8 DBE Certification Application Form
Attachment 9 Small Business Element Program

ATTACHMENT 1

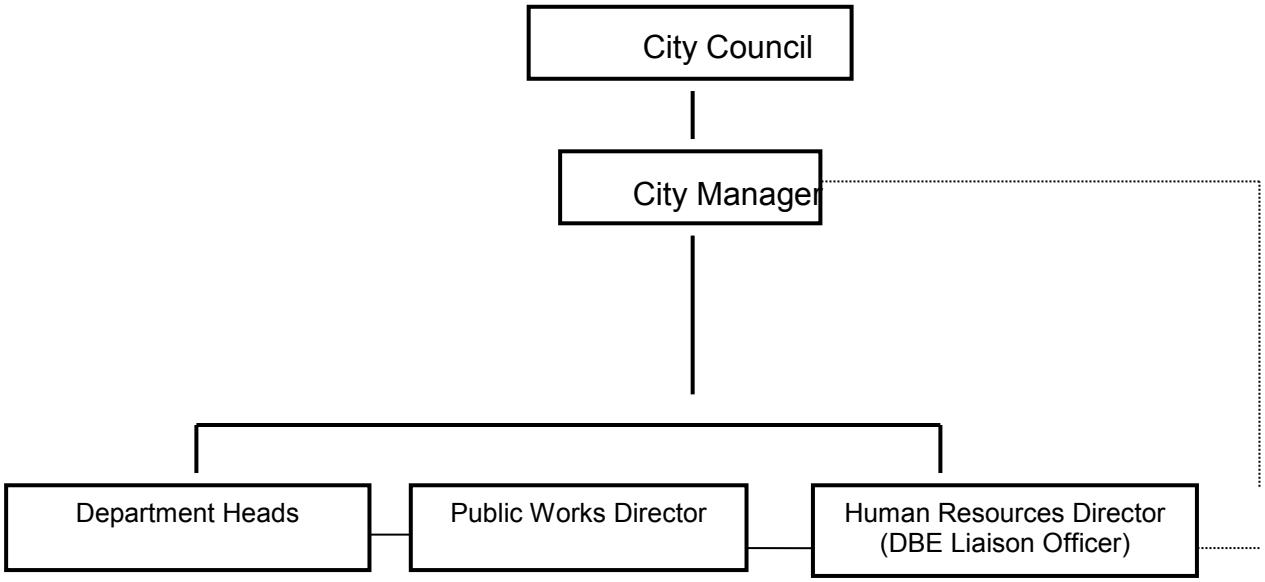
Regulations: 49 CFR Part 26

Accessible at this link:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3
Bidder's List Collection Form

City of Roseburg
Federal Project – Bidders List

Project Name:				Project Number:		
Bidder/Subcontractor	DBE	Age of Firm	Annual Gross Receipts			
Name/Address	Y/N	Years	< $500k	$500k-$1m	$1m-5m	>$5m

ATTACHMENT 4

State of Oregon DBE Directory

Accessible at this link:

https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=oregon4biz&XID=6543

ATTACHMENT 5

CITY OF ROSEBURG
ROSEBURG REGIONAL AIRPORT
2015-2017 DBE PARTICIPATION GOAL

The City of Roseburg operates the Roseburg Regional Airport and is the recipient of Federal financial assistance via the Federal Aviation Administration. The Roseburg Regional Airport's overall goal for FY2015-17 is **6.14%** of the Federal financial assistance the Airport will expend in DOT-assisted contracts.

During FY2015-17, the Roseburg Regional Airport expects to administer $1,352,000 in DOT-assisted contracts. This means that the Roseburg Regional Airport has set a goal of expending $82,955 with DBEs during the term of this goal. Three projects are scheduled during this period. The Apron Rehabilitation Project, the Airport Master Plan/ALP Update, and the Obstruction Removal Plan and Project. The first project, the Apron Rehabilitation Project, began construction in FY 14 and will be completed in FY15. Each project has varying levels of opportunity for DBE participation as shown below.

DBE GOAL SUMMARY

Name of Recipient: City of Roseburg

Goal Period: October 1, 2015 – September 30, 2017

DOT-assisted contract amount*: $1,352,000*

Fiscal Yr	Project	Estimated Cost
FY-2015	Apron Rehabilitation*	$ 850,000
	Obstruction Removal	$ 115,000
	*Begins in FY14	
FY-2016	Obstruction Removal	$ 165,000
FY-2017	Master Plan/ALP Update	$ 222,000
Total		**$1,352,000**

Overall Three-Year Goal: **6.14 % to be accomplished through 100% Race Neutral means.**

Total dollar amount to be expended on DBE's: **$82,955**

Step 1. Analysis: Actual relative availability of DBE's

The entire State of Oregon was used as the market area for all categories.

The 2012 Business Patterns data found on the U.S. Census Bureau's website was used to identify the total number of available contractors within the State of Oregon. The Oregon Business Development Department's Office of Minority, Women and Emerging Small Business (OMWESB) Website was utilized to identify the number of available DBE contractors within the State of Oregon. Both searches were conducted using NAICS codes. Adjustments were made to the available number of DBE contractors based on the information contained within the OMWESB website. As an example, under the category of Highway/Street/Bridge construction there were several contracts that install guard rail or highway signage. Neither of these are elements included within this project, so those contractors were not included within the total number of available DBE contractors.

The following table identifies the total available and total DBE contractors for each discipline.

Overall Base Figure

Category	NAICS #	Region	Available	DBE
Engineering	541330	OR	775	26
Highway/Street/Bridge Constr	237310	OR	209	21
Surveying	541370	OR	153	17
Testing Labs	541380	OR	106	6
Trucking	484220	OR	501	34
Paving/asphalt production	324121	OR	16	1
Logging	113310	OR	659	2
Site Preparation	238910	OR	607	43
Electrical/Airport Lighting	238210	OR	891	8
Total Available			3917	158
Overall Base Figure				4.03%

Overall Base Figure = Total DBEs/Total Contractors = 158/3917 = 4.03%

Weighted Average Base Figure

A Weighted Base Figure was calculated by estimating the percentage of dollars that will be spent on each type of work for each of the projects. Those project goals were then combined into a Combined Weighted Average DBE calculation.

Category	NAICS #	Region	Available Contractors	DBE	% DBE	Percentage of Work	Estimated Cost of Work	DBE	DBE $ Amount
Apron Rehabilitation									
Engineering	541330	OR	775	26	3.35%	20%	$ 170,000	0.7%	$ 5,703
Highway/Street/Bridge Constr	237310	OR	209	21	10.05%	35%	$ 297,500	3.5%	$ 29,892
Site Preparation	238910	OR	607	42	6.92%	15%	$ 127,500	1.0%	$ 8,822
Surveying	541370	OR	153	17	11.11%	3%	$ 25,500	0.3%	$ 2,833
Testing Labs	541380	OR	106	6	5.66%	2.0%	$ 17,000	0.1%	$ 962
Trucking	484220	OR	501	34	6.79%	10%	$ 85,000	0.7%	$ 5,768
Paving/asphalt production	324121	OR	16	1	6.25%	15%	$ 127,500	0.9%	$ 7,969
						100.00%	$ 850,000	**7.3%**	**$ 61,950**
Project DBE Goal 7.9%									
Obstruction Removal									
Engineering	541330		775	26	3.35%	40%	$ 112,000	1.34%	$ 3,757
Surveying	541370		153	17	11.11%	15%	$ 42,000	1.67%	$ 4,667
Logging	113310		659	2	0.30%	15%	$ 42,000	0.05%	$ 127
Site Preparation	238910		607	42	6.92%	15%	$ 42,000	1.04%	$ 2,906
Electrical/Airport Lighting	238210		891	8	0.90%	15%	$ 42,000	0.13%	$ 377
						100%	$ 280,000	**4.23%**	**$ 11,835**
Project DBE Goal 4.23%									
Master Plan/ALP Update			**From FY 12-14 DBE Goal*						
Engineering	541330	OR	775	26	3.35%	90%	$ 199,800	3.02%	$ 6,703
Surveying	541370	OR	153	17	11.11%	10%	$ 22,200	1.11%	$ 2,467
						100%	$ 222,000	**4.13%**	**$ 9,170**
Project DBE Goal 4.13%									
Total DBE $ Amount									**$ 82,955**
Total $ Amount							$ 1,352,000		**$ 1,352,000**
Total DBE %									**6.14%**
Total FY15-17 Combined Weighted Average DBE Goal 6.14%									

Step 2. Analysis: Adjustment to Step 1 base figure to make it more precise.

Three factors were considered in the adjustment of Step 1 base figure:

a. First, the City reviewed the DBE participation in the most recent project, the Taxiway Relocation Project. The project had a weighted average goal of 5.34%. The actual participation level was 5.57 percent.

b. Second , the City researched its market area for any disparity studies that may have been conducted in the last 7 years and found the Oregon Department of Transportation had performed a disparity study in 2007 and a related update in 2011.

No adjustment was made to the weighted base figure based on this research.

Breakout of Estimated Race Neutral (RN) and Race Conscious (RC) Participation.

The City will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
3. Ensuring distribution of DBE directory, through electronic means, to the widest feasible universe of potential prime contractors;
4. Assist DBE's and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media; and

The City estimates that in meeting its overall goal of 6.14% it will obtain 100% from RN participation and 0% through RC measures.

The City will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

Public Participation

The following public notice was published in the local newspaper, The News-Review, announcing the availability of the goal for viewing at City Hall or on the City's website.

PUBLIC NOTICE

The City of Roseburg, operator of the Roseburg Regional Airport, hereby announces its fiscal year 2015-17 goal of 6.14% for Disadvantaged Business Enterprise (DBE) airport construction projects. The proposed goals and rationale is available for inspection between 8:00 a.m. and noon and 1:00 p.m. to 5:00 p.m., Monday through Friday at Roseburg City

Hall, 900 SE Douglas Avenue, Roseburg OR 97470 or on the City's website at www.cityofroseburg.org for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 45 days from the date of this publication and can be sent to the following:

John VanWinkle, Human Resources Director, 900 SE Douglas Avenue, Roseburg, OR 97470 or Federal Aviation Administration, Civil Rights Staff, ASW-9, PO Box 92007, Los Angeles CA, 90009

Contract Goals

The City is located within Oregon, which is under the jurisdiction of the Ninth Circuit Court of Appeals. Per FAA Guidance, contract DBE goals will not be included in the contract documents for each of the projects. Instead, race/gender neutral language similar to the following shall be included in the Invitation to Bid.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Roseburg to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

[*Forms 1 and 2 should be provided as part of the solicitation documents*.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The City of Roseburg has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to
   - ORS 279C.440 allows the City to disqualify a business from award of City contracts for up to three years for the violation of a contract provision that is regarded by the City to be so serious as to justify disqualification, provided the violation was not caused by acts beyond the business's control.
   - ORS 279C.375 requires the City to reject a bidder based upon an unsatisfactory record of performance. A bidder that has failed to comply with 49 CFR Part 26 requirements under a prior contract would have an unsatisfactory record of performance for the purposes of 279C.375(3)(b)(F). This defines "lowest responsible bidder" for the purposes of ORS 279C.375(b).

<u>In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:</u>

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8

DBE Certification Application Form

Accessible at this link:

https://oregon4biz.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=oregon4biz&XID=1463

ATTACHMENT 9
Small Business Element Program

FOSTERING SMALL BUSINESS PARTICIPATION

For purpose of the City of Roseburg's Business Element; a small business is defined as a company and/or firm in whom annual revenue does not exceed $1 million.

Prime contracts and subcontracts valued under $50,000 are available to small businesses as a result of the Airport Improvement Program. The City of Roseburg believes that it is currently meeting the objectives of its construction contracting activities by ensuring that a reasonable number of prime contracts and subcontracts are of a size that small businesses, including DBEs, can reasonably perform. Quantities, specifications, and delivery schedules are arranged to facilitate small business participation. Large contracts are divided into multiple bid schedules and bid items to make it easier to define portions of the work to subcontract. The City of Roseburg will put into place monitoring of consultant-design projects for possible small business participation and encouraging use of small businesses in projects. The City of Roseburg seeks ways to include all available contractors in its contracts; this may include bundling or unbundling jobs or limiting the size of its contracts so that smaller businesses may be awarded contracts. In some cases jobs usually performed by subcontractors can be performed as an unbundled contract as a prime contract, especially if the outcome of the overall project will not be effected by the unbundled contracting opportunity.

The City of Roseburg provides opportunities for small businesses in contracts awarded using simplified procedures subject to the requirements of applicable Federal, state and local requirements. Through small business outreach, the City of Roseburg with the assistance of the State Department of Transportation DBE program will assist small firms to become a prime and in growing their business to eventually compete on larger contracts. The City of Roseburg will maintain a contact list comprised of businesses, partners and economic development contacts established through various educational opportunities and affiliations. Through this contact list, the City of Roseburg will be able to communicate to small businesses about upcoming contracting and subcontracting opportunities.

The City of Roseburg will maintain contacts with the Small Business Administration, area economic development companies and associations, the State Department of Labor and the Department of Commerce in order to offer small businesses assistance in various business growing services. These partnerships will be instrumental in allowing small businesses to grow and learn more about becoming larger companies and being able to bid larger jobs at the City of Roseburg.

In addition to the above strategies, the City of Roseburg will when possible:

- In multi-year design-build contracts or other large contracts (*e.g.,* for ''megaprojects'') require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- On prime contracts not having DBE contract goals, require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

- Identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

DOWNTOWN – MAIN STREET ASSOCIATION AND PROGRAM
(City Council Policy)

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.

SE F
NE JACKSON ST
SE C
SE WASH
SE OAK
SE DOUGLAS
SE OAK

DOWNTOWN – NON-SMOKING RESIDENTIAL UNITS
(City Council Policy)

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
(City Council Policy)

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.

EMERGENCY SERVICES AGREEMENT WITH DOUGLAS COUNTY
(City Council Policy)

Background: On March 28, 1983, the Council adopted Resolution No. 83-13 approving an agreement between the City and Douglas County wherein the entities would provide emergency services to each other during certain disasters. The agreement read as follows:

The County finds and declares that special measures designed to assist in the efforts of City and citizens in Douglas County are necessary in expediting or rendering aid, assistance and emergency services in certain disasters, and in order to achieve greater coordination and responsiveness of disaster preparedness and relief, City desires to assist County in disaster relief.

COUNTY AND CITY THEREFORE AGREE:

1. Definitions as used in this Agreement.

(a) Disaster: Disaster means occurrence or imminent threat of widespread or severe damage or loss of life or property resulting from any natural or manmade cause.

(b) Board: Board of Commissioners of Douglas County.

(c) Sheriff: Sheriff of Douglas County.

2. Procedure for Determination of Existence of Disaster. All requests for determination by the Board that a disaster exists shall be made by the Sheriff. Such requests shall be based upon the Sheriff's finding that the situation is of such severity and magnitude that effective response is beyond the capabilities of the County to respond to the disaster and the disaster is located outside the City's boundaries. The Sheriff's request will furnish information describing City's efforts which will be used to alleviate the disaster and will define the type and extent of City and County aid required. Based upon the Sheriff's request, the Board may determine that a disaster exists which warrants County assistance.

3. County Assistance. In the interests of providing maximum mobilization of County assistance under this Agreement, the County shall coordinate, upon appropriate declaration by the Board that a disaster exists, the activities of all County departments providing disaster assistance. The County may utilize its available personnel, equipment, supplies, facilities and other resources including managerial and technical services in support of City disaster assistance efforts.

4. Reimbursement of City. Whenever aid is supplied by City under this Agreement, County shall reimburse any City for the compensation paid to employees supplied during the time the rendition of such aid prevents them from performing their duties in the City by which they are employed. When any City equipment is used pursuant to this Agreement, the County shall not be liable for any loss thereof or damage thereto nor shall the County pay any expense incurred in the operation or maintenance thereof except for losses or damages

resulting from the fault or negligence of County. No reimbursement of any nature shall be made by County to any City eligible for reimbursement from the State of Oregon under the Emergency Conflagration Act (ORS 476.510 to 476.610); the Oregon Civil Defense Act of 1949 (ORS 401.010 to 401.205); any other State law or federal program providing for reimbursement.

5. **Nonliability of City**: City shall not be liable for any claim based upon the exercise or performance of or the failure to exercise and perform a discretionary function or duty on the part of City if it fails to respond or withholds assistance because it determines equipment and or manpower are needed within its boundaries.

6. **Termination**: This Agreement may be terminated by the County or City may withdraw from the Agreement upon thirty days written notice.

EMPLOYEE PARKING DESIGNATION
(Administrative Policy)

CITY HALL PARKING LOT. The City Manager and City Hall Department Heads shall park in designated places in the parking lot behind City Hall. Other spaces in such lot shall be reserved for handicapped employees and City pool vehicles.

COURT STREET PARKING LOT. All Police Department employees and City Hall employees not authorized to park in the City Hall parking lot shall park in the Court Street parking lot.

PARKING VIOLATIONS. Employees shall inform the City Manager's Management Technician of any unauthorized vehicles parked in the City Hall or Court Street parking lots.

TRAVEL EXPENSE PROCESSING

All travel and related expense reports must be approved by the employee's Department Head and the Finance Director. Reports must be filed on the "Travel Report" and/or "Credit Card Expense Report" forms provided by the Finance Department.

"Travel Reports" should be used to request a travel advance or reimbursement for per diem meals, mileage reimbursement, public transit, parking or other directly related reimbursable expense (not including registration or lodging expenses). Employees should verify that all reimbursable expenses are included in the request so that only one check will be required. Advances for employees should not be forwarded to Finance for payment prior to 15 days before any event.

Direct payments to vendors for lodging and registration should be done in such a manner that takes advantage of block room rates and registration discounts if available, but not more than 90 days prior to the event. A City credit card will be used to pay for lodging and registration expenses and expenses are to be reported on the "Credit Card Expense Report."

For all travel costs, other than per diem meals and mileage, a receipt verifying such expenses must be attached to the "Travel Report" in order for the employee to be reimbursed. If such expenses are advanced to an employee, receipts must be submitted to the Finance Department as soon as practical after the employee's return to work.

A City transferrable credit card can be checked out from the Finance Department by employees authorized by their Department Head to incur travel expenses. Such cards should be checked out just prior to the departure of the employee and should be checked back in as soon as practical after the employee's return to work. All expenses will be reported on the "Credit Card Expense Report" with supporting receipts attached. At the time the credit card is checked out, the employee shall inform the Finance Department of the required credit needed in order to ensure adequate credit is available.

MEAL APPROVAL

Per the requirements of 10.3 of the City's Personnel Policies.

MILEAGE

Per the requirements of 10.3 of the City's Personnel Policies.

CITY OF ROSEBURG
TRAVEL REPORT

TRAVELER _____ DEPARTMENT _____

PURPOSE OF TRIP _____ LOCATION _____

	BRKFST	LUNCH	DINNER	TAXI BUS PARKING	OTHER		
MONTH/DAY	**$9.00**	**$11.00**	**$19.00**			**MISC/NOTES**	**TOTALS**
							-
							-
							-
							-
							-
							-
							-

WAS CITY VEHICLE AVAILABLE ? YES _____ NO _____ VEH# _____
(A note from the PW Secretary must be attached if no vehicle availabe)

FOR PERSONAL CAR USE ONLY:	ROUNDTRIP MILEAGE	RATE	
IF NO CITY VEHICLE AVAILABLE		$0.56	-
IF CITY VEHICLE AVAILABLE BUT NOT USED		$0.38	

I HEREBY CERTIFY THAT THIS IS AN ACCURATE STATEMENT OF TRAVEL EXPENSES INCURRED OR TO BE INCURRED ON AUTHORIZED BUSINESS.

TOTAL EXPENSE	-
CASH ADVANCE	
BALANCE DUE EMPLOYEE	
BALANCE DUE CITY	

_____
EMPLOYEE SIGNATURE

ACCOUNT TO BE CHARGED _____

ADDITIONAL ACCOUNT NO. _____

DEPARTMENT HEAD APPROVAL _____ DATE _____

FINANCE DIRECTOR APPROVAL _____ DATE _____

City of Roseburg Credit Card Expense report

PURPOSE: _____

CARD NUMBER: _____

TIME PERIOD: From _____ To _____

EMPLOYEE INFORMATION:

Name _____

Department _____ Signature _____

Date	Account	Description	Lodging	Registration	Fuel	Misc.	Total
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
			$ -	$ -	$ -	$ -	
						Total	$ -

APPROVED:

DEPT. HEAD _____ DATE _____

FINANCE DIR. _____ DATE _____

CITY OF ROSEBURG
Temporary Use Credit Card Acknowledgement

I, _____, hereby acknowledge receipt of the following

credit card: _____ / _____ - _____ - _____ - _____
(type of credit card) (credit card number)

As a holder of this card, I agree to accept the responsibility and accountability for the protection and proper use of the card, as outlined in the City Administrative Policy and Procedure Manual, section 2.5 (attached). I understand that the card is not to be used for personal purchases. If the card is used for personal purchases or any other purposes counter to City policy, the City will be entitled to reimbursement from me of such purchases, through payroll deduction if necessary. The City shall be entitled to pursue legal action, if required, to recover the cost of such purchases, together with costs of collection and reasonable attorney fees.

I understand that improper use of this card may result in disciplinary action up to and including termination, in addition to personal liability for any improper purchases.

I acknowledge receipt of the City credit card and Policies/Procedures and confirm that I have read and understand the terms and conditions. I understand that by using this card, I will be making financial commitments on behalf of the City and that the City will be liable for all charges made on this card. I will return the card to the Finance Department as soon as possible after use.

Signature _____ Date_____
(Cardholder)

Signature _____ Date_____
(Finance Department)

ETHICS LAWS
(City Council Policy)

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.

EXECUTIVE SESSION – NEWS MEDIA ATTENDANCE POLICY
(City Council 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, KKMX 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

FACILITY KEY CARDS
(Administrative Policy)

All City employees shall be issued key cards. All employees shall have access to the workout room in the Public Safety Center. Management Staff shall determine all other access issues for employees and notify the I.T. Division to appropriately program key cards. Any employee who loses a key card shall immediately report such loss to the City Manager's Office. Employees shall return key cards to the City Manager's Office upon severance of employment with the City.

FACILITIES REPLACEMENT FUND
(City Council Policy)

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
(City Council Policy)

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.

FEES CHARGED FOR EXTRAORDINARY SERVICES
(Administrative Policy)
Pursuant to Administrative Order No. 2010-1

FINDINGS:

A. Section 3.04.040 of the Roseburg Municipal Code (RMC) authorizes the City Manager to "…determine and set all fees imposed by the City for services, goods, private use of municipal property, licenses and permits."

B. In establishing the following fees, the City Manager has considered the criteria in RMC Section 3.04.040(B) as follows:

1. Applicable policies, enactments and directives of the Council;
The Council and Budget committee have directed that the users of municipal service bear the cost thereof as much as it is reasonably possible. Requiring people who use an extraordinary amount of service to pay for such service furthers this directive.

2. The amount charged by the City in the past;
In the past, the City has charged people who received an extraordinary service from the City those fees which were originally established by Administrative Order 94-1, and as amended by Administrative Order No. 2002-1.

3. The full costs of providing the service supported by the fee;
Since the adoption of Administrative Order 94-1, the cost of personnel, equipment, materials and supplies, overhead and administration have increased substantially. The fees established in Administrative Order 2002-1 no longer support the cost of providing such services. An increase in such fees is necessary to help recover the costs which will help offset costs traditionally borne by the general taxpayer.

4. The amounts charged by other comparable providers; and
In the instances where extraordinary services are charged to a person, there are generally no comparable providers of the services.

5. The revenue needs of the city as determined by the City budget.
With the increased limitations on municipal revenue, whenever a person makes an unusual demand for municipal service, that person would be responsible fore the expense of that extraordinary service. The adopted budget sets the general level of municipal services. In those few instances where extraordinary services are required, the City should be compensated for that service so that the general taxpayer does not have to bear that burden. When receiving payment for extraordinary services, the fund which bore the expense of providing the service will be reimbursed.

C. Thirty days prior to the adoption of this Order, notice of the intent to adopt said Order was given as required by RMC Section 3.04.040(C) and (D).

D. Written comments regarding this Order were accepted until 5:00 p.m. on July 8, 2010 and any so received have been considered.

THEREFORE, **IT IS HEREBY ORDERED THAT**, based upon the above findings which are hereby adopted:

Section 1. For extraordinary services being requested of the City, or if a person has engaged in activities within the City which have caused the City extraordinary expenses, separate and apart from any judicially imposed fine, the City Manager may determine the extraordinary cost to the City and present a statement for reimbursement of the determined costs to the person receiving the extraordinary services. Such costs may include, but are not limited to, personnel,, equipment, materials, supplies and overhead expenses and shall be based upon the rates and charges described in Attachment "A", attached hereto and by this reference incorporated herein. When the City incurs costs for materials, supplies or professional services, such costs shall be passed on to the person responsible plus 15% for administration and overhead.

Section 2: If a person is aggrieved by the City Manager's determination under the above Section 1, such person may appeal the matter in the manner set forth in RMC 3..04.050 (C) and (D).

Section 3: If the person receiving the statement for extraordinary service fails to timely appeal the matter as provided in Section 2 hereof, or if following an appeal and decision by the Council, fails to pay the charge determined by the Council, the City Manager may maintain a civil action for payment of the determined amount plus interest at ten percent per annum,, and the City's attorney fees and court costs incurred at trial or on appeal.

Section 4: This Order shall become effective immediately upon signature of the City Manager (signed on July 14, 2010)

ADMINISTRATIVE ORDER NO. 2010-1
ATTACHMENT "A"

Personal Costs Classification

Actual hourly rate or overtime rate, when applicable, plus tax and benefit costs.

Equipment (rates do not include operator costs)

	Hourly
Backhoe	$39.00
Dump Truck	$55.00
Excavator	$88.00
Flatbed Truck	$25.00
Flusher	$88.00
Grader	$60.00
Service Truck	$34.00
Sweeper	$55.00
Vacuum Trailer	$88.00
Vacuum Truck	$88.00

Materials, Supplies and Outside Professional Services

Cost plus 15% for administration and overhead.

FINANCIAL MANAGEMENT POLICIES
(Administrative Policy)

The financial management policies of the City are designed to ensure the financial integrity of the City's government and assist the City in achieving the following:

Quality basic City services that meet the needs and desires of the citizens;

A financial base sufficient to maintain or enhance City assets required to support community service demands;

Responsiveness to constantly changing needs, desires and service requirements of the City;

Prudent and professional financial management practices to assure residents of Roseburg and the financial community that our City government is well managed and in sound fiscal condition;

Cost effective services to citizens through cooperation with other governmental entities; and

An adequate capital improvement program that maintains and enhances the public's assets.

FIRE DEPARTMENT DEPLOYMENT PLAN – STANDARD OF COVERAGE FOR EMERGENCY RESPONSE

(City Council Policy)

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
(City Council Policy)

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 tender the authority granted to the parties by their respective charters and/or Oregon Revised Statues (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.l0- 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:	*Did Not Sign-off:*
Calapooia Rural Fire District	Azalea Rural Fire District
Canyonville-South Umpqua Fire District	Camas Valley Fire Department
City of Myrtle Creek Fire Department	City of Sutherlin Fire Department
City of Roseburg Fire Department	Douglas County Fire District No. 2
Days Creek Fire Department	Glendale Fire District
Fair Oaks Fire District	Glide Rural Fire Protection District
Milo Rural Fire District	Lakeside Fire District
Lookingglass Fire District	Myrtle Creek Fire District
North Douglas County Fire & EMS	Riddle Rural Fire District
Oakland Rural Fire District	Scottsburg Rural Fire District
Tenmile Rural Fire District	Tiller Rural Fire District
Winston-Dillard Fire District	Tri-City Rural Fire District
Douglas County Forest Protective Assoc.	Siuslaw Rural Fire District #1

FRANCHISE FEES – DISTRIBUTION FORMULA
(City Council Policy)

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
(City Council Policy)

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:

- By establishing an on-campus police presence, reduce criminal acts and the fear manifested by them;
- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development;
- Maintain a safe and secure environment on campus, which will be conducive to learning;
- 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.

In fiscal year 2014-2015, the District restored the annual contribution to $100,000 and a second School Resource Officer position was assigned.

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
(City Council Policy)

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.

GENERAL FUND BALANCE POLICY
(City Council Policy)

Background: In 2010, the Budget Committee adopted a policy requiring a 30% General Fund Balance. A review of Government Finance Officers Association recommendations and City budgetary needs, resulted in the City Council adopting a new balance policy pursuant to Resolution No. 2014-16 which reads as follows:

WHEREAS, the Government Finance Officers Association (GFOA) developed and issued two industry 'Best Practice' statements addressing "Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund" and "Replenishing General Fund Balance"; and

WHEREAS, The GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the General Fund; and

WHEREAS, the GFOA further recommends that a fund balance policy should provide both a temporal framework and specific plans for increasing or decreasing the level of unrestricted fund balance, if is inconsistent with that policy; and

WHEREAS, City Staff developed a six year financial forecast for the General Fund to project fund balance needs; and

WHEREAS, a Special Meeting of the Roseburg City Council/Urban Renewal Board was held on August 20, 2014 in which staff presented an analysis of the six year financial forecast and an analysis of fund balance requirements based on five evaluation criteria of the GFOA's best practice; and

WHEREAS, the City Council during its August 20, 2014, meeting, directed staff to prepare a fund balance policy that incorporated a twenty percent fund balance target;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG AS FOLLOWS:

Section 1. The Roseburg City Council hereby adopts the attached Fund Balance Policy (Attachment A) which shall constitute Chapter 2.17 of the City of Roseburg's Administrative Policy and Procedure Manual.

Section 2. This Resolution shall become effective immediately upon adoption by the Roseburg City Council.

FUND BALANCE POLICIES

PURPOSE

Fund balance is used to provide stable resources for times when service levels might otherwise be impacted by taxes or fees that temporarily underperform, or to cover one-time unexpected expenditures. Maintaining a positive ending fund balance is a best financial management practice, and is important to maintain the City's credit rating, and to meet state law requirements for no deficit spending.

BACKGROUND

Budgetary fund balance is a critical component of the City's financial management policies. Large ending fund balance targets may be viewed as reducing resources that could be used to provide direct services to citizens; small ending fund balances may be viewed as leaving the City open to too much risk from emergencies or temporary economic downturns and may result in downgrades to the City's credit rating that would increase the cost of borrowing. Residents' sense of well-being is enhanced when the City is able to provide a consistent level of service from year-to-year.

This policy is designed to provide guidance for maintaining an ending fund balance that is adequate to manage risk while maximizing the services provided to citizens.

The budgetary ending fund balance describes the net financial assets of governmental funds; in lay terms it represents the net revenues in excess of expenditures since the fund's inception. Actual fund balances for each fund shall be reported in the Comprehensive Annual Financial Report, issued as of June 30 of each fiscal year. Budgetary fund balances shall be reported in the annual budget, and shall be projected for each operating fund as part of the financial planning process to prepare the budget each year.

FUND BALANCE DEFINITIONS

The Governmental Accounting Standards Board (GASB) has defined fund balance categories for financial reporting to be:

1. *Non-spendable*: Amounts inherently non-spendable or that must remain intact according to legal or contractual restrictions.
2. *Restricted*: Amounts constrained to specific purposes by externally enforceable legal restrictions, such as those provided by creditors, grantors, higher levels of government, through constitutional provisions, or by enabling legislation.
3. *Committed*: Amounts constrained by the City Council via a resolution or ordinance.
4. *Assigned*: Amounts the City intends to use for a specific purpose.
5. *Unassigned*: Amounts that are not categorized into one of the aforementioned classifications; these resources may be used for anything.

The City of Roseburg will use GASB's definitions of Fund Balance for the Comprehensive Annual Financial Report (CAFR) and for all other financial reporting. For all financial planning purposes, the term Budgetary Fund Balance will be used and will include any portion of the fund balance that is available for appropriation. The portion of the fund balance that is not available for appropriation will be identified as a Reserved Balance.

FUND BALANCE POLICY

General Fund – Budgetary Fund Balance for Financial Planning Purposes

1. The City Council has established the fund balance reserve target for the General Fund as 20% of the General Fund Expenditures.
2. The City Council shall appropriate 10% of the target fund balance amount each fiscal year as a contingency to be used for unanticipated expenditures such as costs associated with a response to a disaster, or to meet unanticipated increases in service delivery costs. Use of the contingency is expected to be infrequent. The City Council must authorize expenditure of any contingencies via a resolution.
3. The City Manager will review the City's financial status each year and develop a budget process that is designed to meet Oregon Local Budget Law requirements, taking into account the City's projected financial status for the budget year, including:

    a. The current budgetary fund balance;
    b. Cash flow requirements within the fund to support 20% of General Fund expenditures;
    c. Future capital needs;
    d. Significant revenue and expenditure trends;
    e. Susceptibility of the fund's operations to emergency or unanticipated expenditures;
    f. Credit worthiness and capacity to support debt service requirements and covenants;
    g. Legal or regulatory requirements affecting revenues, expenditures, and fund balances;
    h. Reliability of outside revenues; and
    i. Any other factors pertinent to the fund's operations.

4. Should the projected ending fund balance reserve for the budget year be lower than the City Council's target, the following strategy will be implemented;

    a. For times when the fund balance reserve is lower than the target as the result of structural / systemic changes, the fund balance shall be rebuilt over a period of no more than:

        i. Three years if the fund balance reserve is less than 50 percent of the target due to a catastrophic event. The balance shall be rebuilt to achieve an ending fund balance of no less than 50 percent of the target in the first year; 75 percent in the second year; and 100 percent in the third year. This strategy is specifically designed to allow for consideration / development of a new revenue source prior to significant service reductions taking effect should the City Council wish to consider revenue alternatives.
        ii. Three years if the fund balance reserve is between 50 percent and 100 percent of target. The balance shall be rebuilt to achieve an ending fund balance of no less than 60 percent at the end of the first year; 75 percent at the end of the second year, and 100% at the end of the third year.

    b. For times when the fund balance reserve is lower than the target as the result of short-term poor experience (i.e., costs to respond to a natural disaster; use of

contingencies for unanticipated expenditures), the City Manager shall recommend a strategy for re-building the fund balance reserve taking into account the following criteria;

c.

i. The cause of the poor experience;
ii. The City's ability to control / change the causing factor;
iii. The impact to services to achieve an immediate re-build of fund balance;
iv. The likelihood the causing factor will end and revenues / expenditures will return to normal levels within one year; and
v. The likely amount of time required to re-build the fund balance if no additional changes in services / revenues occurred and/or one-year is not a viable time frame for proposed solutions.

5. Should the projected ending fund balance be above the target, the City Manager will make a recommendation to the City Council whether to reserve those monies above the target for:

a. One-time capital expenditures or reserves for future capital expenditures which do not significantly increase ongoing City costs;
b. Undesignated, assigned or committed balances for future basic operations;
c. Other one-time costs; and/or
d. Ongoing or new City programs, provided such action is considered in the context of Council approved multi-year projections of revenue and expenditures.

GRANT MANAGEMENT
(Administrative Policy)

GENERAL USE AND ASSESSMENT

The City will utilize grant funds when practical to fund City projects and programs while leveraging local monies to receive the greatest benefit possible. The City will assess the cost vs. benefit factors of grant programs prior to application, considering long-range implications to the City in the form of dollars spent and staff time required.

Grant Values Defined. For record retention purposes only, grants of $250,000 or greater shall be considered significant; those less than $250,000 shall not be considered significant.

PRE-APPLICATION APPROVAL

Prior to submission of grant applications, all grant programs will be presented to the City Manager for consideration and approval. The City Manager will evaluate programs based on current City Council goals and directions, community needs and resources available. Grant applications requiring Council approval must be approved by the City Manager prior to submission to Council.

INTERNAL REVIEW PROCESS

Checklist Review. All grant applications and submissions, including progress and final reports, will be subject to review by appropriate City personnel ***prior*** to submission to the granting agency.

The department applying for the grant will be responsible for scheduling a discussion regarding the grant to be placed on the agenda for the first available Management Team Meeting ***prior*** to grant application.

A grant checklist, included at the end of this Chapter, will be submitted for review at the scheduled Management Team Meeting. The department requesting the grant will be responsible for convening an additional meeting with affected departments and the Finance Director. The checklist is available as a Word document in the forms subdirectory in the public access directory. A grant checklist will not be required for such things as educational scholarships or other one-time payments or reimbursements of less $1,000 that have no "on-going" financial reporting requirements or impact on the budget. Some, but not all, of the information on this form can be completed prior to the meeting. Finance will provide account numbers for revenue and expenditures. The grant project number is generally not assigned until the grant is awarded.

After the checklist is signed by the appropriate personnel, it is forwarded along with a copy of the original grant application to the City Recorder and a copy to the Finance Director. The department that is requesting the grant will also keep a complete file of the grant records (See 2.8.4 for additional record requirements).

To recap:

- The City Manager must approve the application;
- The checklist must be completed and initialed by the appropriate personnel at a Management Team Meeting;
- The Finance Director will review all financial data;
- The City Recorder (and City Attorney if determined necessary) will review all contracts and covenants;
- The Department Head managing the grant program/project will review all program and project related issues.

Grant Notification Documents. All departments will forward a copy of the grant award/denial letter, grant award conditions, and any other pertinent documentation or notification to the City Recorder and Finance Director.

Progress & Final Reports. Departments will be responsible for compliance and reimbursement reporting unless the Finance Director has approved other arrangements.

The Finance Director will provide project activity reports as requested for reimbursement reporting. The department will complete the reimbursement reports supplied by the granting agency and sign-off on such reports. The report will be submitted to Finance for review. All pay requests must be reconciled with the City's financial accounting system before approval by the Finance Director or the Director's designee.

Finance will return the documents to the initiating department for distribution. The respective department will retain a copy and forward a copy to the City Recorder and the Finance Director. The department will mail the required number of originals to the granting agency.

It is common for grant periods to span multiple fiscal years. However, for internal financial reporting, reimbursement requests may not overlap fiscal years. Example: if reporting for reimbursement for the months of April through July, two reimbursement requests would be required. One request would be necessary for the three months ending June 30 and another for the one month ending July.

RETENTION OF GRANT RECORDS

The City Recorder will be given originals of all grant-related records, many of which must be retained on a permanent or long-term basis. Such records and their respective retention periods are as follows:

- final reports from significant grants (those valued at $250,000 or greater) - **permanent**
- records documenting the purchase and/or disposal of real property - **10 years after substantial completion, 3 years after final disposition, or as specified in agreement - whichever is longer;**
- other grant records (includes applications, amendments, financial or performance reports and final reports of grants *not considered significant)* - **3 years after annual or final expenditure report is submitted or as specified in agreement - whichever is longer; and**

- unsuccessful grant applications - **1 year after rejection or withdrawal.**

Each grant record submitted to the City Recorder must be identified by a City Grant or Project Number. The Finance Director will be given a copy of records required for financial monitoring, administration and auditing purposes. The department head managing the grant project will maintain the "working" file until such time as the records are forwarded to the City Recorder for final "project file" retention.

ACCOUNTING

A full and separate accounting, consistent with the requirements of the Federal Single Audit Act and specific requirements of the subject grant, will be maintained for all grant projects.

Grant expenditures must be charged to the grant project number in order to be identifiable in the financial information system.

Departments are responsible for accurate coding of expenditures and regular review of project activity reports to ensure accuracy. The grant manager and/or department head will review and approve expenditures before submitting to Finance for payment.

Grant expenditures will follow the same purchasing, approval and budget guidelines as other City expenditures (See Chapter 2.11 for purchasing policy and procedures).

GRANT CHECK LIST

Prior to grant application, a meeting with participating departments will be held.

Grant Meeting Date:_____

____ ***Department Head*** ____ ***City Manager*** ____ ***City Recorder***

____ ***Finance Director*** ____ ***Project/Grant Manager***

Project /Grant Name_____

Purpose/Description_____

Responsible Department_____

Granting Agency_____

Pass-thru or other involved Agency (If applicable explain relevance to grant) _____

_____

Grant Amount: _____ Local Match Amount:_____

Fund Budgeted: _____

Grantor Grant Number **(assign upon award)** _____

City Grant Project Number **(assign upon award)** _____

Grant Account Numbers – Revenue: _____

Expense: _____

Expense: _____

Grant Application Date: _____*(copy of application to City Recorder, Finance)*

Grant Award: Yes ☐ No ☐ Date_____ *(original to Recorder; copy to Finance)*

Grant Period: Start Date _____ End Date_____

Pay Request/Progress Reporting Requirement: *Monthly* _____ *Quarterly*____

Other _____

Payment Method: Direct Deposit ☐ Bank Acct No._____ Check ☐

All pay requests must be reconciled w/Finance Department records prior to submission.

Grant Manager: _____ Project Manager_____

Audit Responsibility: _____

Primary Contractor (if construction) Consultant (if service)_____

Original Record Retention: <u>Recorder</u>

GRIEVANCE/COMPLAINT PROCEDURES
(Administrative Policy)

ADA GRIEVANCES

The City's ADA Grievance Policy may be found in Section 3.8 of the City's Personnel Policies Manual.

GENERAL COMPLAINTS FROM THE PUBLIC

Individual departments will, on occasion, receive complaints from the public. These complaints may result in claims, or may be resolved successfully by the department. Within City policy and personal abilities, department employees should handle these concerns, or refer the complainant to their Department Head. In the event that cannot be done and the citizen wishes to take the issue further, employees should take a message and refer the name and phone number of the party to the City Manager. If the party asks about filing a claim or a lawsuit, employees should refer the call to the Human Resources Director or take a message. Employees should not discuss the City's liability policy or whether they feel the citizen has a valid claim or not. If the party insists, employees can advise the citizen to put their concerns in writing, indicating how they'd like to see the matter resolved. This correspondence should be directed to the City Manager's Office. Questions regarding the complaint processing procedures should be directed to the Human Resources Director.

HIGHWAY 138 POLICY
(City Council 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:

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 more the project forward to the design phase to lay out alignments and determine any require property acquisitions.

HIRING EMPLOYEES AND USING VOLUNTEERS

(Administrative Policy)

No one, except the City Manager, can hire or allow a volunteer to work for the City. Therefore, no one can hire or allow someone to work for the City without the City Manager's approval. Any person who hires or authorizes someone to work for the City will be disciplined as will the Department Head.

HISTORIC PROPERTIES – SECOND 15-YEAR SPECIAL ASSESSMENT OPTION
(City Council Policy)

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.

HOTEL/MOTEL OCCUPANCY TAX EXEMPTION

(Administrative Policy)

Pursuant to Administrative Order No. 2008-01

As agencies and instrumentalities of the federal government are exempt from state and local taxes, such exemption shall apply to the City's Hotel/Motel Occupancy Tax when an employee or other representative of an agency or instrumentality of the federal government pays for lodging expenses with a federal government employee credit card when the employee or other representative is occupying a hotel/motel room within the City while conducting official business of the federal government. For purposes of this rule, "instrumentalities" of the federal government shall include any agency created by an Act of the United States Congress.

In order to receive such exemption, the employee or other representative of the federal government agency or instrumentality must use a federal government employee credit card to pay for such hotel/motel occupancy within the City limits.

The exemption described herein shall be acknowledged and approved as of the effective date of this Administrative Rule, September 1, 2008, and shall not be applied retroactively to any hotel/motel occupancy tax paid prior to said effective date.

IDENTITY THEFT PREVENTION POLICY
(City Council and Administrative 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.

(Administrative Policy)

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 ("0CITPA").

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.

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.

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;

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.

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.

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.

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.

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
(City Council Policy)

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 tor 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:

Date	Payment	Interest	Principal
02/01/08	**$ 76,875**	**$ 76,875**	**-0-**
02/01/09	**1,576,875**	**76,875**	**1,500,000**
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.

INTERGOVERNMENTAL REVENUE ASSISTANCE POLICY
(Administrative Policy)

The City will use non-recurring revenue on time-limited services, capital projects, equipment requirements or services that can be terminated without significant disruption to the community or City government.

The City will project the receipt of intergovernmental revenues only during the period of time in which an authorization exists.

INVESTMENT POLICY
(City Council 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 statues. 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 modem 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:

Maturity	Minimum
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 (AICPA); 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. <u>ADOPTION.</u> 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 "governments."

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.

MEETING ROOM RESERVATIONS
(Administrative Policy)

CITY HALL FACILITIES

Availability: Use of the Council Chambers or Conference Room shall be restricted to the City or other governmental agencies.

Reservations: Reservations for use of the City Council Chambers or City Hall Conference Room shall be made through the City Manager's Office. Rooms should be reserved at least one week, but not more than three months, in advance. The City reserves the right to cancel any reservation in the event of an emergency.

Priorities: First priority shall always be given to public use, first to the City, then to other governmental entities.

User Responsibilities: Parties using the Council Chambers or Conference Room shall be responsible for ensuring that the room used is left clean and that furnishings are restored to the same configuration as found prior to use.

After Business Hours Security: Use of the Conference Room shall be prohibited after regular business hours. Any agency reserving the Council Chambers for use after regular business hours shall be responsible for picking up the Main Street entrance door key from the City Manager's Office prior to the close of the business day, securing the door following conclusion of the business being conducted and returning the key to the City Manager's Office the following business day. All persons attending a non-City meeting after business hours shall be allowed access at the Douglas Avenue entrance to City Hall; all other doors must remain locked during use of the Council Chambers and be used only for emergency exiting purposes.

PUBLIC SAFETY CENTER ROOM POLICY AND USE AGREEMENT

Definitions

"Agreement" refers to the Public Safety Center Room Policy and Use Agreement.

"Attendees" refers to the Responsible Party, and all their agents, employees, customers and invitees.

"City" refers to the City of Roseburg and its officers, employees, agents and volunteers.

"Meeting" refers to both a one-time meeting or a multi-day event or conference.

"North Umpqua Room" refers to the north portion of the Umpqua Room which accommodates a capacity of 45. Also described as Room 204.

"Public Safety Center" refers to the City facility located at 700 SE Douglas Avenue in Roseburg, Oregon which houses Fire, Police and Information Technology Services.

"Regularly Scheduled" refers to meetings of a defined group of participants that assemble on a fixed schedule, such as Commission meetings, weekly work group meetings, and/or monthly professional association meetings. Meetings for groups or events that meet for a short term or finite period of time, such as periodic Police Academy sessions or City-appointed project committees, do not fall within this definition.

"Responsible Party" refers to the entity requesting permission to use the room as well as the person designated by such entity to be responsible for the protection, care and cleanliness of the facility.

"Room" refers to the any one of our four room options within the City of Roseburg Public Safety Center; Umpqua Room, North Umpqua Room, South Umpqua Room, Salmon Room.

"Salmon Room" refers to room number 303, the conference room on the third floor of the Public Safety Center which accommodates a capacity of 18.

"South Umpqua Room" refers to room number 203, the southern portion of the Umpqua Room which accommodates a capacity up to 115.

Availability

1. *Allowed users in order of precedence:*
- **a.** Meetings/activities sponsored/hosted by City of Roseburg
- **b.** Agencies of federal, state or other local governments
- **c.** Other public, non-profit and non-discriminatory organizations whose meetings are open to the general public. (Submission of proof of non-profit status may be required.)

2. *Hours*:
Rooms shall be made available for City of Roseburg purposes at any time. Rooms shall be available to all other governmental entities and organizations Monday through Friday, 8:00 a.m. through 5:00 p.m.

3. *Room Capacity*:
- **a.** Umpqua Room
  50 with tables & chairs; chairs only 211
- **b.** North Umpqua Room
  30 with tables & chairs; chairs only 45
- **c.** South Umpqua Room
  35 with tables & chairs; chairs only 115
- **d.** Salmon Room
  18 with tables & chairs & 4 additional chairs

Application/Reservation
The Responsible Party must complete and sign the Public Safety Center Room Form included at the end of this Chapter. The Policies and Use Agreement are a part of that form and are incorporated therein.

There shall be no “regularly scheduled” use of any Room. Non-governmental organizations shall be limited to using any Room once per twelve-month period. All governmental organizations shall be limited to using any Room once in a three-month period. However, the City of Roseburg shall not be limited by the three-month restriction, but is subject to the parameters outlined under the definition of “regularly scheduled.”

Reservations shall not be accepted more than six months in advance of the Meeting or less than two weeks in advance of the Meeting. An exception may be made for a multi-day conference which may require more advance planning.

Fees

The full amount of any required rental fee and security deposit must be received within 48 hours of the reservation. The City accepts cash or check payments. Checks should be made payable to “City of Roseburg.”

Deposits are retained until a refund is requested. To request a refund of the deposit, the Responsible Party must contact the Fire Department Staff Assistant.

Failure to provide seven days’ notice of a cancellation will result in the forfeiture of the deposit. The Fire Department Staff Assistant is to be notified of any cancellation by calling the Fire Department.

Rental Rates are defined within the City’s Fee Schedule. A refundable deposit is required pursuant to the City’s Fee Schedule for non-governmental organizations only. There is no deposit for governmental entities.

Responsibilities

1. *Activities*: Activities/uses must not be disruptive to others present in the building. Use of the facility must not require care or service beyond that which is normal and routine for Public Safety Center operations.

2. *Defense of Actions*: In case any claim, action or proceeding is brought against the City in any forum whatsoever by reason of any obligation to be performed under the terms of this Agreement by the Responsible Party or arising from any act or omission of the Responsible Party or the Attendees, the Responsible Party shall, upon notice from City, defend at trial and on appeal the City at the sole expense of the Responsible Party, by counsel of City’s choosing. This obligation to defend extends to all manners of proceedings, whether in a judicial, administrative or other forum.

3. *Food and Beverage*: Food and beverage may be consumed at Attendees’ sole risk and expense. The City does not provide food/beverage service or any food/beverage service supplies. There is a light-use kitchenette available for Attendees’ use. No dark fruit juice or alcohol is allowed.

4. *Indemnification*: To the fullest extent authorized by law, the Responsible Party shall indemnify and hold the City harmless from and against any and all loss, cost, claim, damage, injury or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of the Responsible Party, subject to the limitations of liability

for public bodies set forth in the Oregon Tort Claims Act ORS 30.260-30.300 and the Oregon Constitution.

5. *Lost and Found*: Attendees may call the Police Department to report a lost or found item. The City will hold items for 30 days. After 30 days, unclaimed items may be donated to charity. The City is not responsible for lost or stolen items.

6. *No Partnership*: By virtue of allowing use of the Room, the City is not a partner or joint venturer with, or agent of, the Responsible Party in connection with the activity carried on during use of the Room.

7. *No Third Party Beneficiaries*: The City and the Responsible Party are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

8. *Non-Assignability*: The rights pursuant to use of the Room are personal to the Responsible Party. Any attempt by the Responsible Party to transfer, assign or sublet rights to use of the Room shall be null and void.

9. *Parking*: Public parking is available in the 400 block of Rose Street and in the first level of the parking structure located at Washington and Rose Streets. There is no time limit for these spaces. Time limited parking is available in the 300 block of Rose Street abutting the Public Safety Center. In order to accommodate customers, these time limitations (four "30-minute" and eighteen "2-hour" spaces) will be strictly enforced. Eighteen "2-hour" limit or "parking pass" spaces are designated at the westernmost area in the lot at Rose/Court. If an event will exceed two hours, the Fire Staff Assistant can provide parking passes for the designated spaces in the Rose/Court Lot. Event attendees may not park in the area of the lot signed for employees only. A map is attached denoting the parking areas and any limitations. Please let attendees know this in advance of the meeting and announce it at the beginning of your meeting as a reminder. Violators will be subject to citation.

10. *Public Notices*: Public notices and advertising of all Meetings are to refer to the location as the Room requested on the Reservation Form within the Roseburg Public Safety Center, 700 SE Douglas Avenue. All advertising and public notices of Meetings to be held in the Room must carry a clear statement of organizational sponsorship.

11. *Repair*: If any damage results from the use, act or neglect of Attendees, the City may, at its option, repair, remediate or replace such damage, and the Responsible Party shall immediately pay to the City the total cost of such repair upon demand therefore, plus 15% of the total cost of such repair or replacement to cover the City's administrative costs and expenses, in addition to consultant fees, reasonable attorney fees and costs of litigation.

12. *Room Condition*: The Room is provided in "as is" condition and order. The Responsible Party agrees that commencement of the use of the Room is conclusive proof that the Room was in good order and satisfactory condition when the Responsible Party took possession. During use of the Room, the Responsible Party must maintain and secure the Room in good, clean and safe condition. Before leaving the Room, the Room and any areas adjacent thereto affected by use of the Room must be restored to the condition they were in

immediately prior to commencement of use. Upon expiration of allotted time for use in Room, Attendees must peaceably and quietly quit and surrender the Room to the City in as good a condition as found and in accordance with the Room configuration diagrams posted in the Room. All extra materials must be removed. All garbage must be disposed of in the proper containers.

13. *Room Vacation*: The room must be vacated as scheduled in order to not interfere with other scheduled uses.

14. *Special Note*: The City reserves the right to control the use of the Room to best meet the needs of the public. All scheduled uses are subject to change including cancellation by the City. The City reserves the right of immediate access to the Room at all times and is not responsible for any inability to use the Room resulting from any cause, negligent or otherwise. The City reserves the right to terminate any usage at any time and without prior notice if the use constitutes a nuisance or criminal conduct.

15. *Supervision*: A responsible adult must be present at all times. Failure to control the activities of Attendees may result in the suspension of the privilege to use the Room.

16. *Supplies and Materials*: The City provides tables and chairs only. The Responsible Party must provide their own materials, cleaning supplies, audiovisual equipment, computers, easels, paper, etc.

17. *Waiver*: The Responsible Party hereby fully and unconditionally waives its individual and collective rights to recover from the City any loss, damage, restitution or compensation arising out of this Agreement or out of the use of any other City property associated with this Agreement. The City shall in no event be liable for any loss or damage suffered or incurred by the Responsible Party for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation.

Prohibited Activities: The following activities are prohibited in the Room:

1. Alcoholic beverages.
2. Animals, with the exception of disability assistance canines or police dogs.
3. Any event at which an admission fee is charged.
4. Any event at which fundraising will occur.
5. Any event at which future business will be solicited by a speaker through literature available at the meeting.
6. Any event at which merchandise is offered for sale.
7. Burning of any items, including candles or incense.
8. Commercial activities.
9 Regular business meetings.
10. Smoking.
11. Social activities.
12. Staples, tacks, nails, tape or adhesives on painted surfaces.
13. Violations of State and local Fire Codes and OSHA Regulations.
14. Weapons (except authorized law enforcement employees).

Disclaimer: The City of Roseburg neither approves nor disapproves of the content, topics, subject matter or points-of-view of individuals or groups using the facilities.

PUBLIC SAFETY CENTER ROOM RESERVATION FORM

Submit to Fire Staff Assistant Amy Anderson, 700 SE Douglas, Roseburg OR 97470; phone 541-492-6727

Today's Date: _____ Reservation Date(s): _____

Day(s) of the Week: _____

Time of room use: _____a.m./p.m. to _____ a.m./p.m.

Must fall within days and hours of availability

Umpqua Room ____ (Occupancy with tables & chairs 50; chairs only 211)

North Umpqua Room #204 ____ (30 w/ tables & chairs; chairs only 45)

South Umpqua Room #203 ____ (35 w/ tables & chairs; chairs only 115)

Salmon Room #303 ____ (18 w/tables, chairs + 4 additional chairs)

Organization: _____

Responsible Person: _____

The entity requesting permission to use the room must designate a representative who will be responsible for the protection, care and cleanliness of the facility. If the information changes on the reservation form, the applicant must notify the Fire Department Staff Assistant (541-492-6727) and sign a new form prior to the meeting.

Address: _____

Phone: _____ Alternate Phone: _____

E-Mail Address: _____

Purpose of Use/Program Title (be specific) _____

_____

Approximate # of People Attending Meeting: _____

Will you be serving food/refreshments? Yes ____ No ____ - If yes, please specify what will be brought into the facility. _____

_____

I have read Exhibit "A", the "Public Safety Center Room Policy and Use Agreement", which is incorporated herein by reference and agree to abide by it.

Signature of Responsible Person: _____

****

Office Use: Deposit & Fees Received _____ Deposit Returned _____

If deposit retained – Why? _____

Comments: _____

_____

_____

Approved by: _____ Date: _____

MASTER PLANS & MAJOR IMPACT STUDIES
(City Council Policy)

***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 Recorder's 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)
(City Council Policy)

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.

NON-PROFIT ORGANIZATION CONTRIBUTION POLICY
(City Council Policy)

Background: For a number of years the Budget Committee, City Council and Staff struggled with the appropriate method for addressing requests from non-profit organizations for financial assistance with operational or capital outlay expenditures. In June 2013, the Council directed Staff to prepare a policy regarding such funding via State Revenue Sharing. In November 2013, Resolution No. 2013-19 was adopted which reads as follows:

RESOLUTION NO. 2013-19

A RESOLUTION OF THE CITY OF ROSEBURG, OREGON DEFINING CITY POLICY FOR CONTRIBUTIONS TO NON-PROFIT ORGANIZATIONS

WHEREAS, the economic recession has resulted in financial limitations for both public and private interests; and

WHEREAS, such financial limitations have resulted in non-profit organizations requesting funding assistance from the City of Roseburg; and

WHEREAS, the City of Roseburg is currently working toward resolution of a goal regarding sustainability of City services; and

WHEREAS, the City of Roseburg needs to prioritize the use of its limited funding to ensure that basic City services are provided;

NOW, THEREFORE, BE IT RESOLVED by the Roseburg City Council that:

1. The City of Roseburg shall fulfill all current financial contractual obligations to outside non-profit organizations.

2. When General Fund budgeted expenditures for basic services exceed budgeted revenues in the General Fund and require a reduction in City staffing, contributions to non-profit organizations for operational purposes shall not be considered.

3. In the event the City's budgeted revenues exceed General Fund budgeted expenses, non-profit organizations may formally apply for financial assistance from the City for operational or capital expenditures pursuant to the process outlined in the attached Exhibit A.

4. The City Council has the sole authority to approve, deny or modify any funding requests received under Section 3 above.

BE IT FURTHER RESOLVED that the City Council may override any or all provisions of this policy by the affirmative vote of five Councilors.

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

RESOLUTION NO. 2013-19
EXHIBIT "A"

GUIDELINES

Should budgetary projections suggest General Fund expenditures for the ensuing fiscal year shall not exceed General Fund revenues, on April 1st City Staff shall publish notice via the news media on and the City's website indicating the potential availability of funding.

An eligible organization is defined as a legally recognized non-profit organization whose proposed programs directly benefit the City of Roseburg and its residents. Profit making ventures are deemed ineligible and will not be considered for funding. Political action committees or organizations with proposals of a clearly political nature are also ineligible. Limited special interest groups or organizations with restricted membership may too be deemed ineligible. Any organization or proposals that violate Federal, State or local laws or regulations are not eligible.

Completed applications, with all required attachments, must be submitted to the City Manager by 5:00 p.m. on April 15th.

Applications will be considered by a subcommittee of the Budget Committee during the last two weeks of April with recommendations forwarded to the full Budget Committee during the May budget hearings. Funds awarded will be subsequent to July 1.

Funding provided to non-profit organizations shall not exceed 10% of the anticipated State Revenue Sharing funds. Additionally, no single organization shall receive more than 50% of that 10% allocation.

CRITERIA

1. Does the proposed service promote the City of Roseburg's goals and responsibility to provide basic services to its citizens?

2. Is the applicant a legal non-profit or nongovernmental organization with whom the City of Roseburg may contract for services?

3. Has the applicant completed the required application form and submitted requested information to the City by established deadlines?

4. Does the applicant have significant prior experience providing the proposed services?

5. Has the applicant demonstrated a capacity to immediately implement and sustain the proposed service?

6. Does the applicant's proposal present a cost-effective plan for the delivery of the desired services? Measures might include cost/unit of service, cost/benefit ratios, numbers of persons to be positively (directly or indirectly) affected, etc.

7. If the applicant has been a past recipient of City funding was their performance satisfactory? When was the last date funding for the applicant was approved?

8. How does the financial proposal leverage the requested City funds with other resources?

9. What efforts have been expended to acquire alternate sources of funding?

10. Do you have a current audit report or review for your most recent fiscal period?

APPLICATION FOR NON-PROFIT ORGANIZATION GRANT
For Fiscal Year _____ (begins July 1)

Organization Name: _____

Address: _____

Contact person and title _____

Telephone: _____ E-Mail: _____

Federal Tax Identification Number: _____

Amount of Funding Request: _____

****

Responses may be provided on a separate sheet, but must be responded to in the order below.

1. Description and purpose of organization. Attach bylaws and current list of board members and officers.

2. Describe the program(s) or work proposed for funding. Be specific. Attach additional information/documents as needed.

3. Who and how many persons will benefit from the City's funding? Include demographic information and numbers proposed to receive benefits. (Note: Preference will be given to applicants who can provide specific details so that the Council/Budget Committee can determine if program objectives were met.)

4. What is the applicant's prior experience and expertise in performing the proposed program or work? Highlight any previous work for the City of Roseburg.

5. What makes this organization the most or uniquely qualified to receive City funding for this purpose?

6. How does this proposal address the Roseburg City Council's goals and responsibility to provide basic City services?

7. How does this proposal leverage the requested City funds with other resources? Identify the source(s) and amount(s) of other funding to be used in conjunction with City funds.

8. Are there other facts or considerations the City should use to evaluate the proposal?

9. Attach a budget that shows how the City's money will be spent. The budget shall include such information as the cost of materials, labor, overhead, administration, transportation and contract services, plus any additional expenses that are relevant. Be specific.

10. Attach most current financial statement and independent financial review or audit report.

11. Attach five most recent federal Form 990s.

****

By signing this application below, the organization applying for this grant hereby agrees that:

- *the organization will be required to execute a standard City services contract;*
- *the organization will provide certification naming the City as an additional insured for commercial and liability insurance in the minimum amounts required by Oregon Tort Law;*
- *the organization will provide the City of Roseburg, its agents, officers, employees and auditors access to all organization documents and records for five years following the grant of any City funds.*
- *if funds are granted, City of Roseburg, its agents, officers and employees will, upon 24 hours' notice, be entitled to have access to and inspect any organization offices, locations or facilities;*
- *the organization shall provide a complete financial report at the conclusion of the service contract.*

Name and Title: _____

Date: _____

NOTARY PUBLIC SERVICES
(Administrative Policy)

As the City has a need for notary services in conducting certain City business, selected employees will be requested to become notaries. The City will pay the costs related to an employee becoming a notary for City business purposes. Such costs will include, but may not be limited to, the application fee and the notary seal. Employees who become notaries for the City will use their notary authority for City-related business only during City business hours. This does not prohibit notaries from providing private notary service on their own time; however, any fees charged must be in compliance with State regulations. Notaries for the City that receive requests from walk-ins for notary services unrelated to the City should refer the person requesting service to the yellow pages of the phone directory for businesses providing notary service.

OUTDOOR MARKETS – MULTIPLE VENDORS
(City Council Policy)

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
(City Council 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
(City Council Policy)

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
(City Council Policy)

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.

PARLIAMENTARY PROCEDURES - ROBERT'S RULES OF ORDER
(City Council Policy)

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.

PERSONAL PROPERTY MANAGEMENT
(Administrative Policy)
Pursuant to Administrative Order 2001-01

PERSONAL PROPERTY ASSET RECORDS

The Finance Department shall assign asset numbers to all personal property acquired by the City with a value of $5,000.00 or more and an expected useful life of at least three years, regardless of the method of acquisition. Any Department acquiring property of such value shall submit the required asset information to the Finance Department. Any Department wishing to dispose of personal property which has been assigned a City asset number shall advise the Finance Department prior to such disposal and such disposal shall be in accordance with RMC 3.16 and these rules.

UNCLAIMED PERSONAL PROPERTY - DEFINITION, CITY OWNERSHIP AND DISPOSAL

1. Definition and Conversion to City Ownership. As defined in RMC 3.16.005, unclaimed personal property is any personal property which is found, discovered, received or confiscated by a City employee, in the course of their employment. Any such property found or received by a City employee of a department other than the Police Department shall turn the property over to the Police Department and report how the employee came into possession of the property. With the exception of personal property held by the City that is declared unlawful to possess by state law and must be destroyed, or money and other negotiable securities, which must be turned over to the State, after all requirements set forth in RMC 3.16.010 to ascertain ownership have been exhausted and no owner has been found, such unclaimed personal property shall become property of the City and may be used by the City, traded-in on the purchase of replacement equipment or disposed of or sold by one of the methods set forth in RMC 3.26.020 and further described by these rules. The Police Department shall be responsible for such property until ownership has converted to the City. The Police Chief shall act as personal property manager while such property in the possession of the Police Department. Once ownership of such property has been converted to the City, the City Recorder shall act as personal property manager and be responsible for such property.

2. Unclaimed Personal Property Classified As Having A Value Of Less Than $100.00 Without Public Notice. The following types of unclaimed property shall be presumed to have a value of less than $100.00 and therefore may automatically be converted to City ownership and disposed of without publishing a public notice as an additional attempt to ascertain ownership:

A. Used clothing, bedding, luggage, backpacks or carrying cases or bags of any type.

B. Children's toys and other items, whether new or used.

C. Used books, records, tapes, compact discs, consumer software, videos, phones, small hand tools and similar items.

D. Food, plants and other perishable goods.

E. Housewares, costume jewelry and other personal items with an obvious value of less than $100.00.

F. Any other item that the surplus property manager evaluates as having a fair market value of less than $100.00.

3. Unclaimed Personal Property Classified As Having A Value Of Less Than $100.00 Following Public Notice. Due to the administrative cost of preservation and sale, the following types of unclaimed property shall be deemed to have a value of less than $100.00 if no owner has been found after giving the public notice required in RMC 3.16.010, shall be converted to City ownership and may be disposed of as surplus property:

A. Used sports equipment, including adult bicycles, which could have cost over $200.00 when new, but have a current value of less than $200.00.

B. Used cameras, radios, stereo and sound producing equipment, small appliances and power tools.

C. Personal computers more than two years old.

D. Automotive accessories.

E. Any other item that the surplus property manager determines to have a fair market value of less than $200.00.

SURPLUS CITY PERSONAL PROPERTY - DISPOSAL AND SALE

Authority to Dispose - Methods of Disposal. RMC Chapter 3.16 authorizes the City Manager to dispose of personal property which no longer serves the needs of the City, whether such property was originally purchased by the City or was unclaimed and taken into City ownership following the required attempt to ascertain ownership. In accordance with the provisions of RMC Chapter 3.16, all surplus property shall be disposed of as follows, unless the City Manager determines otherwise with respect to a particular item:

1. Items Valued at Less than $100.00. All surplus property items having a value of less than $100.00 under Section 1.8.2 of these rules shall be disposed of under one of the following methods:

a. Items of no apparent reusable value to the City shall be sent to a recycling center or waste disposal center or disposed of in a manner the City determines to be in the best public interest.

b. Reusable items shall be donated to a qualified exempt organization as defined in these rules.

c. If the aggregate value of the items accumulated by the City at any time exceeds $2,500.00, the items shall be offered by advertised sale to the highest bidder willing to purchase all items collectively (in bulk).

2. Items Valued At Less Than $2,500.00. Any single item of surplus property which has an estimated sale value of less than $2,500.00, but does not qualify for disposal under the above Subsection shall be sold by one of the following methods:

a. By consigning the property item to be sold by a qualified exempt organization registered under these rules, provided that the City shall receive not less than 25% of the sale price.

b. By bulk public sale on a highest bid-takes-all basis after advertising such sale in the local paper.

c. By bulk or individual item after advertising the sale in the local paper at a fixed price or to the highest bidder.

d. By advertised public auction.

3. Items Valued at More Than $2,500.00. Surplus property items valued at more than $2,500.00 may be sold by one of the following methods:

a. By establishing a selling price, advertising the sale and selling the item to the first qualified buyer meeting the sale price. The value of automobiles may be established by reference to the "blue book" value or some other nationally recognized automobile valuation guide. The value of other items in this category may be determined by a qualified appraiser or by any other method that the City Manager deems reliable.

b. By establishing a minimum bid price, advertising the sale by competitive bid and awarding the bid to the highest bidder.

c. By advertised public auction.

Method of Advertisement. For the advertised sale of any surplus property with an estimated value of less than $25,000.00, publication shall be in the local newspaper of general circulation in the City. For items with an estimated value of $25,000.00 or more, notice of the sale must also be published in a newspaper of statewide circulation.

Qualified Exempt Organizations.

1. Definition and Registration. For the purpose of this policy, "qualified exempt organization" shall mean a nonprofit organization that is exempt from federal taxation under Section 501(a) of the Internal Revenue Code and has filed with the City Recorder, a registration form in which it agrees to accept all surplus property items donated by the City, and to use those items solely for the following purposes:

a. For donation without charge to low-income families, children without families or in institutional care centers, homeless individuals or victims of domestic violence.

b. For use by a qualified exempt organization in a drug or alcohol rehabilitation program or in a kitchen, shelter or rehabilitation center for the homeless, persons with disabilities or victims of domestic violence.

c. For resale, reuse or recycling through a facility operated by a qualified exempt organization for the training and employment of disabled individuals.

d. For donation to another qualified exempt organization for use in charitable activities.

2. Removal of Property. The qualified exempt organization must also agree to remove all items being donated or assigned by the City within three business days after the City notifies the organization that property is available for pick-up.

3. Rotation Schedule. The City Recorder shall establish a rotation schedule to provide each qualified exempt organization an opportunity to receive surplus personal property from the City. The schedule will be based on the order in which the organizations register with the City Recorder, with the first organization being the first to be called for pick-up of property, the second to register being the second to be called, and so forth. After all qualified exempt organizations have been afforded an opportunity to receive property, the City Recorder shall rotate to the top of the list and begin the rotation schedule again with the first organization to register. Newly registered organizations shall be placed at the bottom of the rotation schedule. The City Recorder is authorized to determine whether rotation shall be by item, by period of time or by any other schedule the City Recorder deems equitable and to change the schedule from time to time, as the City Recorder deems appropriate. The City Recorder shall make the rotation schedule available for public inspection during the City's normal business hours and shall provide a copy of the schedule, and any revision or modification thereto, to all qualified exempt organizations.

4. Disqualification. If a qualified exempt organization declines the opportunity to receive the City's surplus personal property, fails to remove all such property from the City's premises as required under "Removal of Property", or disposes of the property in a method other than those described herein, the City Recorder shall remove the organization from the list of qualified exempt organizations and notify the organization by certified mail that it has been disqualified and is ineligible to re-apply for qualification for a period of three years from the date of the notification. The organization may appeal its disqualification to the City Manager by filing a written request directed to the City Manager, specifying the basis for the appeal, and paying a $100.00 appeal hearing fee to the City within five business days of the date on which the City Recorder's notice was mailed. The decision of the City Manager on the appeal will be final.

PERSONNEL POLICY AND NONREPRESENTED EMPLOYEE HANDBOOK

(Administrative Policy)

General personnel related matters are addressed in the City of Roseburg Personnel Policies and City Employee Handbook as officially adopted by the Roseburg City Council. Union employees are also covered under their respective union contracts. Department Heads and employees should refer to such documents when dealing with any personnel related matter not included in this manual. All personnel related manuals and documents are on file in the Human Resources Director's office.

PHOTOGRAPH/TRANSCRIPT RELEASE POLICY
(Administrative Policy)

Before submitting any photograph to be included in any City newsletter or posted on the City's website, if a member of the public is included in such photograph, the City employee taking the photograph must have the person complete a Release for Use by the City of Roseburg release form included at the end of this Chapter. Such release form should also be completed to authorize the City's use of any part of a transcript or recording made by a City employee and involving a member of the public.

RELEASE FOR USE BY THE CITY OF ROSEBURG

The undersigned hereby consents to use by the City of Roseburg, without compensation or prior inspection, of the following:

____ Photographs of the following person(s): _____

_____ taken on the date of: _____ at (location) _____, together with the name(s) of the foregoing person(s).

_____ Any part of transcript or recording made on _____, at (name of event or location): _____

_____ Other. Describe: _____

_____

_____

_____

The City may use all of the foregoing for any lawful public purposes, including purposes of exhibition or editorial use by the City. I further understand that, pursuant to state law, the material described above may be a part of the public records of the City of Roseburg that can be obtained by any member of the public upon request.

I affirm that I am more than 18 years of age and am either: the person named above, the legal guarding of the person(s) named above, or a witness to the signature of a minor person named above.

Printed Name/Status: _____

Signed: _____

Date: _____

Signature of Person Under 18 years of age:

_____ Date: _____

PRIVATE PROPERTY RIGHTS PROTECTED
(City Council Policy)

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
(City Council Policy)

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)
(City Council Policy)

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 INFORMATION REQUESTS
(Council 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. *Note: Current fees are included in the published Fee Schedule.*

Section 4. <u>Fees to Reflect Costs</u>. 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. <u>Records Requested for Court Proceedings</u>. 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. <u>City Manager Authority</u>. 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. <u>Exemption from Fees</u>. 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: _____

E-Mail Address: _____

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: _____ By: _____ Dept: _____

# of Copies: _____ Processing fee: _____ Other Charge(s): _____

Staff time: _____ Hours @ _____ = $ _____

TOTAL: _____ RECEIPT # _____

Provided: Copies Y___ N___ Disk Y___N___ Email Y___N___
Other:_____

PUBLIC NOTICE POSTING LOCATIONS AND AFFIDAVITS
(Administrative Policy)

Any public notice which the Municipal Code requires to be posted in a public place, shall be posted, in addition to the locations specified below (when required), on the bulletin board in the corridor on the second floor of City Hall and on the outside posting place by the Douglas Street entrance to City Hall. Further, when the Municipal Code requires public notices to be posted in twelve public places (three places within each of the four wards of the City), such locations shall be as follows:

Ward I:
- Corner of Casper and Commercial
- Corner of Diamond Lake and Rifle Range Road
- Corner of Stephens and Garden Valley

Ward II:
- Corner of Keasey and Calkins
- Corner of Troost and Calkins
- Garden Valley Fire Station

Ward III:
- Corner of Harvard and Umpqua
- Corner of Bradford and Broccoli
- Corner of Madrone and Harvard

Ward IV:
- Corner of Lane and Kane
- Corner of Booth and Main
- Corner of Sheridan and Mosher

The City Recorder shall be responsible for preparing all public notices to be posted in the four wards of the City. Notices shall be prepared on brightly colored paper so as to be highly visible to the public, and laminated so as to be protected from moisture. The laminated notices shall be forwarded to the Public Works Department to be secured on three-foot wooden stakes and posted in the designated locations within the wards. Following the hearing upon which the notice was based, the City Recorder shall send a written request to the Public Works Department to remove the staked notices. The Public Works Department will ensure removal of such notices within three working days of receiving the removal request from the City Recorder.

If the Code requires a notice to be posted in only four public places, the locations within each of the four wards shall be the location first listed above for that specific ward, the second floor bulletin board and the posting place located by the Douglas Avenue entrance to City Hall. An affidavit of posting shall be signed by the City employee who posts the notice.

The employee who physically posts required public notices shall sign an affidavit verifying that such notice was duly posted. The affidavit shall be prepared by the City Recorder.

PURCHASING POLICY & PROCEDURES
(Administrative Policy)

PURPOSE
The purpose of this formal purchasing policy is to establish and maintain a procurement system that will enable the City to provide an efficient and reliable purchasing process; reduce overhead and paperwork to a reasonable level; ensure compliance with federal, state and local laws, rules and regulations; and establish adequate controls with respect to budgeted expenditures.

GENERAL APPLICATION
It is essential that the purchasing policy and related procedures provide clear guidelines for City employees to follow regardless of personnel changes. The policy shall also enable suppliers to have clear expectations when transacting business with the City.

The purchasing policy and procedures apply to all City purchases for authorized purposes. All departments of the City shall comply with such established policy and related procedures. Purchasing discounts and benefits apply to City purchases only. Personal purchases from vendors cannot be made through City accounts, nor can City discounts or benefits be extended to any individual.

PURCHASING AUTHORITY
The City Charter designates the responsibility for all purchases to the City Manager. The Manager has delegated certain responsibilities to the Finance Director and individual Department Heads. The Roseburg Municipal Code and the Oregon Revised Statutes provide additional regulatory requirements that must be also followed.

IMPLEMENTATION OF POLICY
The Manager is responsible for the implementation of the purchasing policy. Separate procedures will be prepared outlining requirements for individual types of purchases within these general guidelines.

INVOICE PROCESSING REQUIREMENTS
An invoice is required for all purchases and must clearly identify the name of the vendor, a description of the item(s) purchased and the total cost of the items purchased. Each invoice must be signed by the Department Head or authorized employee. For purchases made locally, an invoice must be obtained at the time of purchase and submitted to the Finance Department within 48 hours from the invoice date. For out of town purchases of materials, supplies and equipment, packing slips must be submitted to Finance within 48 hours after receipt of materials. Packing slips are used to confirm receipt of merchandise. Timely submittal of invoices will allow the City to take advantage of any available discounts.

Before submitting an invoice to the Finance Department, the invoice must be coded with the proper account number to be charged for the expenditure and initialed by the Department Head or authorized employee. If the purchase involves capital outlay, the invoice must also be coded with the appropriate project number. The City's accounts payable program will not accept a capital outlay purchase without a project number. Project numbers for equipment

are established by the final two digits of the year, then the department number (example: a 2011 capital outlay purchase for the City Manager's department would have a project number of 111010 and be coded to the capital outlay line item number). Equipment must have a value of at least $5,000 and a life expectancy of at least 5 years to be considered capital outlay, anything less than that would simply be charged to the department's "equipment" line item in the materials & services budget.

In all cases, departments are instructed to ask vendors, at the time of purchase or when placing an order, to mail any monthly statements and/or duplicate invoices directly to Finance. When placing an order for merchandise, also ask the vendor to include the account number to be charged, the project number if the purchase is for capital outlay, and the name of the person placing the order.

Any purchase that deviates from the foregoing procedures must be pre-authorized by the Finance Director.

If an item is returned, the original receipt and packing slip (when available) must be submitted to Finance along with the credit/exchange receipt. The credit or exchange receipt must clearly identify the vendor, the items being returned, the total credit allowed and the account number to be credited.

PURCHASE ORDER PROCESS

For any purchase requiring a purchase order, the purchase order must be signed by the Department Head and forwarded to the Finance Director for review *prior to merchandise being ordered.* If the purchase is included in the budget, or a result of specific City Council action, the Finance Director is authorized to execute the purchase order. If the request is for the purchase of a non-budgeted item, and is not something specifically approved by Council action, the requesting Department Head must obtain the City Manager's signature, indicating approval of the purchase, before forwarding the purchase order to the Finance Director.

Purchase orders may be obtained from a designated person in the Finance Department. The information required for a purchase order includes the name of the supplier (vendor), the actual or estimated amount of the purchase, the account number to be charged, the project number if it is for capital outlay, and an estimated date of delivery. Using a purchase order ensures the purchase is accurately recorded, invoiced at the proper amount and authorized by established procedures.

The designated employee within the Finance Department or the department making the purchase will complete the purchase order (4-part form). One copy will be given to the originating department. The remaining three copies will be utilized at the discretion of the Finance Department. When the invoice is received in the Finance Department, it will be matched to the purchase order and set up for payment.

PURCHASES VALUED UNDER $5,000

Department Heads have been delegated the authority to purchase materials, supplies and services valued at less than $5,000 without the use of a purchase order provided the invoice processing requirements are followed. Although competitive quotes are not required for purchases less than $5,000, departments should make every effort to obtain the best price possible. If quotes are solicited, the department should document the results.

PURCHASES VALUED AT $5,000 OR MORE, BUT LESS THAN $10,000
Purchases between $5,000 and $10,000 may be approved by the City Manager by direct selection or any other method the City Manager deems in the best interest of the City. Such purchases shall be accompanied by a purchased order and a written record documenting the manner of selection and the reason why the selection was in the best interest of the City. All purchase orders must be signed by the Department Head and the City Manager or the Finance Director.

PURCHASES VALUED AT $10,000 OR MORE, BUT LESS THAN $25,000
The purchase of materials, supplies and services with a value of at least $10,000 but less than $25,000 shall require a purchase order signed by the Department Head, and unless the purchase is exempted under the Roseburg Municipal Code, it shall also require three verbal quotes to guarantee fair competition. A written record documenting the three verbal quotes, or why three such quotes could not be obtained must be submitted with the purchase order. The purchase order must be signed by the City Manager before being submitted to the Finance Department.

PURCHASES VALUED AT $25,000 OR MORE, BUT LESS THAN $50,000
The purchase of materials and supplies and personal services valued at $25,000 or more, but less than $50,000, shall require a purchase order approved by the City Manager, and unless the purchase is exempted under Roseburg Municipal Code, or one which may be made at the City Manager's discretion, it also requires three written quotes. Quotes may be obtained by direct solicitation or by electronic advertisement on ORPIN and the City's website for a minimum of 10 consecutive days. The department making the purchase shall retain documentation on the written quotes in accordance with the City's Records Retention Schedule to insure sufficient competition and reasonable opportunity for suppliers to submit quotes was provided.

PURCHASES VALUED AT $50,000 AND ABOVE
Purchases valued at $50,000 or more, shall require Council approval based on formal solicitations published electronically on ORPIN and the City's website for a minimum of 10 consecutive days unless the contract is for a public improvement valued at or above $125,000, at which time the solicitation must also be published in a trade newspaper of state-wide circulation.

RECYCLED MATERIALS PREFERENCE
As used in this policy "recycled material" means any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled.

Notwithstanding the provisions of law requiring the City to enter into contracts with the lowest responsible bidder, subject to the limitations of Section 2.11.11.3 hereof, the City shall have the discretion when awarding any contract for the purchase of materials and supplies of granting a preference to the purchase of materials and supplies manufactured from recycled materials.

The public good is served when the City awards a contract to the person or manufacturer supplying recycled materials, when the prices quoted by them do not exceed the lowest bid or price quoted by persons or manufacturers offering non-recycled materials, by more than 5%.

The City Manager may provide for the preference granted in this policy to contracts exempt from competitive bidding pursuant to the Roseburg Municipal Code.

STATE PURCHASING PROGRAM

The City is a member of the Oregon Cooperative Purchasing Program through the Oregon Department of Administrative Services, which allows the purchase of certain goods and services under state pricing agreements. Information on state pricing agreements may be obtained via internet access to the ORPIN Program. The City Recorder's Office can assist departments in gaining access to the program.

In accordance to the terms of the state purchasing program agreement, when a product is purchased under a state pricing agreement, a purchase order is required and the purchase order should include the state price agreement (contract) number and the following statement:

"This purchase is placed against State of Oregon solicitation or contract #____. The terms and conditions of said solicitation or contract apply to this purchase and take precedence over all other terms and conditions written or implied."

REAL PROPERTY MANAGEMENT
(Administrative Policy)

REAL PROPERTY MANAGEMENT TEAM
The primary staff persons responsible for management of the City's real property shall be the City Manager and the City Recorder.

REAL PROPERTY RECORDS
An inventory of City-owned real property, whether non-occupied or occupied by lease with the City, shall be maintained on file in the City Recorder's Office. Of such properties, those that are determined to be surplus to the needs of the City shall be declared so by Council motion and considered available for disposal by one of several methods outlined in the Roseburg Municipal Code. The City Recorder shall be responsible for maintaining all real property-related records, including but not limited to deeds, easements, leases and City Property/Facilities Use Permit Agreements.

REAL PROPERTY DISPOSAL
Persons desiring to purchase City-owned real property shall first be directed to the City Recorder to determine if there are any deed restrictions on the subject property, and if the subject property has been declared surplus by Council.

If no deed restrictions exist and the property has been declared surplus by Council, the City Recorder shall solicit final confirming comments from all City departments regarding current or potential future use of the subject property. All departments shall be responsible for reviewing the property, noting any concerns and promptly returning comments to the City Recorder for inclusion in the property sale file.

If there are no deed restrictions, but the property has not been declared surplus by Council, the City Recorder will initiate department review. If it is determined the property should not be considered surplus, the City Recorder shall respond to the person desiring to purchase the property and indicate the property is not available.

If the property is free of deed restrictions and no department objects to disposal of such property, the City Recorder shall obtain an appraisal to determine a value for the property and recommend disposal to the City Manager, who shall recommend a method of disposal to the Council. Upon direction from the Council, the City Manager shall direct the City Recorder to prepare the notice of such disposal based on the Municipal Code requirements set forth for the method of disposal chosen. The City Recorder shall be responsible for setting up and following through with title company procedures. Upon sale of the property, the City Recorder shall be responsible for recording the deed.

LEASE OF REAL PROPERTY
All use of City-owned real property not covered by the City Property/Facilities Use Permit Agreement or park permit as outlined in Section 1.8.5 shall be covered by a lease with the City. Lease rates shall be determined by the City Council. All lease agreements shall be negotiated by the Real Property Management Team, with the City Attorney's assistance when needed.

TEMPORARY USE OF REAL PROPERTY

All temporary use of non-park City-owned real property shall require a City Property/Facilities Use Permit Agreement. Applications for such use shall be available in the City Recorder's Office. All such use permit agreements shall be approved and signed by the City Manager and attested to by the City Recorder. Temporary use of park property shall be by permit through the Parks Department.

CITY LIENS AGAINST REAL PROPERTY - FORECLOSURE PROCEDURES

City Authority. By state law, and in accordance with the City Charter and the Roseburg Municipal Code, the City has the authority to assess privately owned real property for the costs of local improvements specially benefiting such real property and the costs the City incurs for abating a nuisance which the property owner fails to abate after receiving notice from the City. When private property is assessed for a local improvement project, nuisance abatement or other form of assessment, and the owner of such property fails to pay the assessment within the required time, the City may file a lien against said property for the amount of the assessment, plus interest, penalty and the City's cost of such foreclosure, including attorney fees. In the case of local improvement assessments, the owners of the assessed property are afforded the opportunity to pay the assessment in installments with interest over a ten-year period. The interest accrues from the day the assessment is levied. If any assessment or installment payment thereon remains unpaid for one year after its due, if bonded, or after 60 days if unbonded, the City has the right to foreclose on the property. If the City does foreclose, it has the right to recover all costs involved with the foreclosure sale. The basic process for filing a lien for unpaid assessments, or foreclosing on such lien, is the same, regardless of the type of assessment (i.e. local improvement project, nuisance abatement, etc.).

Notice of Potential Lien. When the Council adopts a resolution forming a local improvement district, a certified copy of the resolution is filed with the Douglas County Assessor's office and all title companies within the City to provide notice of the potential lien against the property that could be created by the improvement. The resolution forming the local improvement district sets the "estimated" assessment amounts based on the bid being awarded for the project. Since the resolution is based on an "estimated" amount, a second notice is required following completion of the improvement project as outlined in the following Subsection C and RMC 4.04.120. With a nuisance abatement assessment or other form of assessment, the only notice given is when the assessment billing is sent by certified mail to the property owner. A copy of the assessment billing should be sent to the Douglas County Assessor's Office and all local title companies when it is sent to the assessed property owner. Public improvement and nuisance abatement liens are levied and filed against the subject property. When the lien is recorded with the Douglas County Clerk's Office, it becomes a matter of the records on the subject property. Issuing a notice of potential lien protects the City's lien interest in the event ownership in the subject property should change between the time the property is originally assessed and a lien is formally filed against the property. It also notifies anyone interested in buying the subject property of the potential debt against the property.

Notice of Final Assessment Levied. Following adoption of an ordinance levying final local improvement district assessments, the City Recorder records the assessment ordinance with the Douglas County Clerk's Office and by certified mail, gives notice of the final assessment

to the owners of the benefited properties. By recording the assessment ordinance, notice of the final assessment amount is also given to the Douglas County Assessor's Office and all title companies conducting business in the City.

Lien Docket Entry. Any assessment as described in the above Section A that is not paid in the required time is entered in the City's lien docket by the City Recorder. The lien docket entry includes a description of the purpose of the assessment (improvement, nuisance abatement, etc.), the name and address of the owner of the property assessed, the address or description of the property assessed, the date of the action creating the assessment, the amount of the assessment and any penalty imposed. Once the Recorder records the assessment ordinance and makes the lien docket entry, the amount becomes a lien upon the property being assessed. The lien docket entry is not made until the expiration of the 10 day period provided in the notice of assessment for payment in full, or if for a local improvement project, payment in full or the filing of an application for installment payments. If an application for installment payments on a local improvement district assessment is filed and an installment payment and interest thereon becomes delinquent by 60 days, if unbonded, or by 1 year if bonded, then the whole amount of the unpaid installments, including interest, becomes at once due and payable and can be foreclosed upon in accordance with RMC 4.04.190 and as outlined in the following Subsection (E).

Time Limit Before Foreclosure Commences. The City has authority under ORS 223.510 to cause real property upon which the City has filed a lien for any final assessment or installment thereon which has become delinquent, to be foreclosed upon and sold at any time after one year from the date such lien became due and payable or installment thereon became delinquent, if bonded or after 60 days if unbonded. When this time has lapsed, the City Recorder gives the Finance Director, a list from the lien docket, describing each delinquent assessment or installment thereon. The list contains the name of the owner of the property assessed, a description of the property, the amount of the final assessment due and any other information the Finance Director may need. Upon receipt of the list, the Finance Director proceeds to collect the unpaid liens or assessments by advertising and selling the real property in the manner provided by law.

Notice of Foreclosure Sale: Before the foreclosure sale takes place, the City Recorder publishes notice of the sale in the local newspaper once a week for four successive weeks. The notice includes a description of the property to be sold, including the street address (if any), the name of the owner of the property, the amount of the unpaid lien and the date, time and place of the foreclosure sale. The City Recorder sends a copy of the first of the four published notices by certified mail to both the owner and occupant, if any, of the real property to be sold. At least 60 days prior to the sale, the Recorder also sends a copy of the notice by registered or certified mail to any person filing a notice with the County Clerk under ORS 86.785 requesting a copy of any notice of default or sale under a trust deed and to any person having a lien or other interest in the real property to be sold. The City Recorder retains the return receipt for the registered or certified mailings as proof of issuing notice.

Foreclosure Sale - Subject to Redemption. Each piece or tract of real property foreclosed upon is sold separately, for a sum equal to, but not exceeding the unpaid lien, with interest and penalty, plus the cost of advertising and selling the property, including attorney fees. The property is sold to the first bidder offering the amount accrued. If no bid is received, the City may purchase the property for the amount of the lien and the cost of advertising and selling

the property, or after three months, offer the property for public sale again. Sale of the property conveys to the purchaser, subject to redemption, all estates, interest, liens or claims therein, or thereto, of any person. After the property is sold, the Finance Director gives the purchaser a certificate of sale, describing the property sold and stating the amount it sold for, the amount of the lien, the name and address of the purchaser, and that the sale is made subject to redemption within one year from the date of the sale.

Lien Docket Entry After Sale. Within three days after the foreclosure sale, the Finance Director gives the Recorder a report showing the sale of the property and collection of the lien amount. The Recorder then makes proper entries of the sale and collection in the lien docket. Thereafter, no transfer or assignment of any certificate of purchase for the real property sold under foreclosure is valid unless the Recorder has noted an entry of such transfer or assignment in the lien docket.

Procedure and Conditions of Redemption. The owner, legal representative of the owner, or the successor in interest of the owner, or any person having a lien by judgment, decree or mortgage, or owner of a tax lien, on any property sold by foreclosure by the City, may redeem it upon the conditions established by law and set forth herein. Redemption of any real property sold for a delinquent final assessment or lien may be made by paying to the City, at any time within one year from the date the property was sold, the purchase price plus 10 percent thereof as a penalty, and interest on the purchase price at the rate of 10 percent per annum, from the date of the sale. Such redemption discharges the property sold from the effect of the sale. When an individual purchases real property at a City foreclosure sale, if, with the approval of the City, that purchaser incurs costs for maintaining or improving the property during the period allowed for redemption and the property is subsequently redeemed, the City may return all or a part of the penalty paid by the person redeeming the property to the purchaser as authorized by City Council.

Execution of Deed to Purchaser. After one year from the date of the sale, if no redemption has been made, the City Manager executes a deed of conveyance to the purchaser. The deed contains a description of the property sold, and states the date of the sale; the amount of the bid and of the lien for which the property was sold; that the lien was unpaid at the time of the foreclosure sale; and that no redemption has been made. The purchaser named in the deed is then entitled to immediate possession of the real property. Any action, suit or proceeding which may be commenced for the recovery of land sold by the City through foreclosure must be commenced within one year from the time of recording of the executed deed.

RECORDING OF LEGAL DOCUMENTS
(Administrative Policy)

The City Recorder's Office shall be responsible for recording all documents on behalf of the City. Documents submitted to the Recorder's Office for recording shall be accompanied by a request form indicating the account number the recording fee shall be charged to and any additional instructions that may be required. Recording fees for documents required for the benefit of a private party, e.g. Irrevocable Petitions, Consents to Annex, shall be paid by the private party.

RECORDS MANAGEMENT
(Administrative Policy)

RECORDS MANAGEMENT TEAM

The City Recorder shall act as Records Manager and work with appointees from each department of the City to ensure compliance with the City Records Retention Schedule as formally adopted by the Secretary of State's Office, Archives Division. Each department of the City shall appoint an employee as a member of the Records Management Team to work with the Recorder's Office to maintain City records and the archives vault in a manner provided by the Records Management Policy. Access to the archives vault shall be accomplished through the Recorder's Office. Unless authorized by the City Recorder, only members of the Records Management Team shall be provided access to the vault. The City Recorder shall assign each department an area in the archives vault for storing departmental records retained in the vault.

MICROFILMING OF RECORDS

City records having a retention period of twenty-five years or more shall be microfilmed. Microfilming records with a retention schedule of less than twenty-five years will be considered if such filming would substantially reduce storage requirements. Access to microfilmed records shall be accomplished through the Recorder's Office. Each department shall be responsible for purging records that do not require microfilming and for preparing its records for microfilming by removing all staples and paper clips; taping any rips or tears and placing the records in order they are to be filmed. The Recorder's Office shall be responsible for microfilming services and original silver copy storage. Unless the "paper" original record is of significant historical value (i.e. original Council minutes, ordinances, etc.), the paper original should be destroyed as soon as it has the quality of the microfilm has been verified.

DISPOSAL OF RECORDS

Each department shall maintain an inventory of records disposed of in accordance with the City Records Retention Schedule. Archived records shall be reviewed for disposal on a biannual basis, in January and July of each year. Upon expiration of the required retention period, non-sensitive records shall be placed in recycling bins and sensitive, confidential records shall be shredded or placed in the shredding service confidential box.

RECREATIONAL IMMUNITY
(City Council Policy)

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.

RESIDENTIAL PERMIT PARKING ZONE IN THE LAURELWOOD NEIGHBORHOOD AREA

(Administrative Policy)

Pursuant to Administrative Order No. 95-2

The City Manager of the City of Roseburg finds that:

A. Section 11.04.040 of the Roseburg Municipal Code provides that the designation, alteration or removal of permit parking zones can be effected by administrative order of the City Manager.

B. At a September 22, 1995, meeting of more than 50 Laurelwood neighborhood area residents, a group consensus was reached in favor of the City establishing a residential permit parking zone to reduce the impact of Roseburg High School student vehicle parking within the neighborhood. A request was made that residential property within the Laurelwood boundaries be designated a residential permit parking only zone ("Zone").

C. Establishment of such a Zone is initiated pursuant to Section 11.04.040 of the Roseburg Municipal Code, and the City Manager specifically finds such establishment necessary in order to meet the objectives of the policies set forth in Section 11.04.046 of the Roseburg Municipal Code; more specifically, the establishment of the Zone is based upon consideration of the relative, seasonal and special event demands for parking spaces within the area, the other public uses of the property, the location and physical characteristics of the streets in the area, and the availability of other parking spaces, and the creation of the Zone is therefore found to be in conformity with the policies, regulations and criteria set forth in Section 11.04.046 of the Roseburg Municipal Code.

D. Notice of the City's establishment of a residential permit parking zone will be given to property owners and tenants within the affected area more particularly reflected on Exhibit A attached and incorporated herein by this reference.

NOW, THEREFORE, pursuant to the authority contained in Section 11.04.040 of the Roseburg Municipal Code, the City Manager of the City of Roseburg orders that:

1. The area as set forth in Exhibit A is hereby established as a residential parking permit zone. Only vehicles displaying the appropriate residential parking permit may be parked within the designated area(s).

2. The Zone shall be designated **RESIDENTIAL PERMIT PARKING ONLY** between 8:00 a.m. and 2:00 p.m. during regular school days, Monday through Friday.

3. Persons residing in or owning residential property within the Zone designated herein may apply for a permit or exemption from parking restrictions entitling the holder thereof to park within the designated areas.

4. Permit or exemption applications shall be processed as provided in Chapter 11.24 of the Roseburg Municipal Code.

5. Authorized delivery and service vehicles, which must display a business name or other designation which reasonably identifies the vehicle as such, may be allowed to park in the Zone without first obtaining a permit so long as the presence of such vehicles is necessary, and only for that period of time the vehicles are actually used, for the delivery of service or delivery or pickup or merchandise.

6. Upon written request of a resident, the City Manager may, in his discretion, make courtesy permits available for individuals desiring to park in the Zone for special events. Such permits shall be valid for the time specified and shall be free. These permits, if properly displayed in accordance with the direction prescribed by the City Manager, shall authorize the permittee to park within the Zone.

7. The City Manager shall cause signs to be erected within the Zone. The signs shall prohibit parking within the designated area(s) within the designated time(s) without the required permit.

8. The City Manager shall cause two exempt parking spaces to be designated as Laurelwood Park spaces. The two spaces shall be designated for the sole use of visitors to the Laurelwood Park. No permit shall be required for vehicles parked in the Laurelwood Park exempt spaces only for that period of time during which the occupants of the vehicle are visiting Laurelwood Park. All other parking within the exempt spaces, including vehicles displaying a permit, shall be prohibited.

9. Notice of the adoption of this Order shall be given to property owners and tenants within the affected area more particularly reflected on Exhibit A attached and incorporated herein by this reference providing them with 20 days within which to submit valid written comments. If no such comments are received within 20 days of the giving of notice, this order shall become final on January 5, 1996.

10. Parking in the Zone without a permit shall constitute a violation of, and subject a violator to the fines prescribed in, Section 11.28.020 of the Roseburg Municipal Code.

11. Any person aggrieved by the decision of the City Manager hereunder may appeal the same within the time and in the manner set forth in Section 11.04.044 of the Roseburg Municipal Code.

Dated this fifteenth day of December 1994.

EXHIBIT A

LAURELWOOD NEIGHBORHOOD AREA

The Residential Permit Parking controls within the Laurelwood Neighborhood Area ("Zone") shall be designated **RESIDENTIAL PERMIT PARKING ONLY** between 8:00 a.m. and 2:00 p.m. during regular school days, Mondays through Friday.

The following streets, blocks or portions therefore are recognized as being included within the above defined zone:

Bellow Court
Birch Court
Bowden Avenue
Casey Street
Chapman Avenue
Finlay Avenue
Laurelwood Court
Lilburn Avenue
Madrone Street
Riverside Drive
Selmar Court

RESOURCE PLANNING AND ALLOCATION POLICIES
(Administrative Policy)

Revenues, operating and capital expenditures and debt service will be projected each year.

The City budget will support City Council goals, long range plans and needs of the community.

The annual budget will be prepared by the City Manager and reviewed by the Budget Committee consistent with the following municipal service priorities:

> Preserve the public safety system which includes Police, Fire and Municipal Court;
>
> Address the balance of municipal services as resources allow, which primarily includes cultural and leisure services, in addition to current services;
>
> Maintain and replace the City's existing fixed assets, which include equipment, infrastructure and facilities, and when required for the preservation of health, safety or quality of life in the community, develop or enhance the fixed asset inventory; and
>
> Facilitate economic diversification to preserve the City's revenue base and assure community employment.

Funding for the budget will be sufficient to provide municipal operating services and maintenance or enhancement of fixed assets needed to support public demand for City services.

REVENUE POLICIES
(Administrative Policy)

To the maximum extent possible, supplemental property tax levies will be used only for time-limited operating services or for capital improvements.

The City will attempt to decrease the dependence on property taxes and diversify the supporting revenue base in the General Fund.

To the maximum extent possible, the City will attempt to secure a dedicated revenue source to fund general capital projects.

The City will charge the direct beneficiaries of City services a fee that will recover part or all of the cost of providing the service. The level of fee support shall be routinely reviewed to ensure that rates are equitable and cover that percentage of the total cost deemed appropriate.

RIGHT-OF-WAY/EASEMENT RELATED ISSUES
(City Council Policy)

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 agree 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.

RISK MANAGEMENT PROGRAM
(Administrative Policy)

MISSION STATEMENT
The mission of the City of Roseburg Risk Management Program is to identify and assess risks, select and implement measures to address risk, and monitor the program's effectiveness in an organized and coordinated fashion.

The City of Roseburg is committed to providing a safe place to work and visit.

OBJECTIVES
The objectives of the City's Risk Management Program include, but are not limited to the following:

- Providing a safe work environment for all employees, including all tools and training required for employees to perform their jobs in a safe manner.
- Proactively identifying and controlling potential risks and hazards, limiting exposures through training, regular inspections, incident analysis, and loss control efforts.
- Reducing costs by minimizing accidents and claims, and in turn reducing claims costs and insurance premiums.

BUDGETING AND ALLOCATION
The City's budget contains contributions from all departments to cover the costs of the City's Risk Management Program including general liability premiums, workers' compensation premiums and bonding costs. Auto and equipment policy premiums will be charged to each department according to which vehicles and equipment are used by each department. The airport will be charged for airport coverage.

RESPONSIBILITIES

Risk Management Committee

The City's Risk Management Committee is comprised of the Human Resources Director, Finance Director and City Recorder. Department Heads, City Attorney and/or risk management consultants will be invited to participate as warranted. It shall be the Committee's responsibility to make recommendations regarding how to best carry out the City's Risk Management Objectives. The Risk Management Committee will:

- Establish a vision.
- Set annual objectives for risk management.
- Set priorities by identifying top risks.
- Determine risk tolerance.
- Approve deductibles and limits
- Approve risk management policies and procedures.
- Learn best practices identified by insurance carriers.
- Review Annual Best Practice Survey.
- Understand emergency management policies and procedures.
- Promote sound records management including data security and confidentiality.

- Oversee compliance with OSHA and other regulations.
- Approve insurance for construction projects.
- Review significant claims.
- Assure accountability by reviewing risk activities and results.
- Approve vehicle use policy.
- Approve insurance and indemnity standards in contracts.
- Recommend types of coverage and limits for all the City's insurance needs.

Department Heads and Supervisors.

Department Heads and supervisors are tasked with supporting the City's Risk Management Program by ensuring employees understand and comply with all risk management and safety requirements. Department Heads and supervisors will:

- Promote safety program and loss control efforts.
- Understand and practice the Emergency Management Program.
- Ensure employees are trained on risk management, loss control, employee safety and emergency response policies.
- Allocate time for employee safety training and Safety Committee participation.
- Identify, reduce, and eliminate hazards through regular inspections and accident investigations.
- Hold all employees accountable for safety.
- Recognize and reward safe behavior.
- Understand and enforce contractual standards.
- Assure proper handling of hazardous materials.
- Promote and model ethical behavior.
- Report purchases of vehicles, equipment, facilities to the City Recorder.
- Initial administration of workers' compensation process in the event of an employee injury or illness by processing an 801 form within 2 days of event.

Employees

All City employees shall:

- Participate in training.
- Follow all safety rules.
- Report all incidents, injuries, and accidents to their supervisor immediately.
- Share any risk or potential risk with their supervisor immediately.
- Know what to do in an emergency; how to mitigate an event.
- Acknowledge responsibility for their own actions.
- Know the City's risk tolerance level.
- Work in an ethical manner.

Human Resources Director

As the City's primary Risk Manager, the Human Resources Director shall be responsible for the following:

- Developing and maintaining the City's safety, loss control and insurance programs.
- Coordinating and administering City safety programs.
- Coordinating, developing and conducting safety training programs.

- Attending and participating in City Safety Committee meetings.
- Coordinating interaction between the City and OR-OSHA or other regulatory agencies relating to safety.
- Managing the City's insurance programs to reduce claims, sustain best practices, and control costs.
- Providing the City Manager and Risk Management Committee with reports and information regarding the cost of risk and claim costs.
- Maintaining high standards of fiduciary responsibility in spending public funds by allocating the cost of risk management in a fair and understandable manner.
- Maintaining and communicating policies and procedures to reduce risks to the City.
- Administering claims against the City in a fair and timely manner.
- Assuring appropriate risks, insurance coverage, bonding and indemnity language is included in all City contracts as outlined in Chapter 5.3.
- Developing and maintaining a Risk Management Manual.
- Developing and maintaining Safety & Health Manual and Training Programs.
- Identifying, analyzing and mitigating risks.

City Manager
As part of the City's Risk Management Program, the City Manager shall:

- Approve all policies.
- Receive report regarding insurance claims, expenditures, accomplishments and goals.

Elected Officials
Elected officials play a role in the City's Risk Management Program by:

- Receiving reports on litigation, if filed.
- Approving high value claims when necessary.
- Approving the budget.

Safety Committee
The City's Safety Committee is made up of representatives from all departments and in compliance with the City's Safety & Health Manual shall:

- Meet monthly.
- Review workers' compensation claims and incident reports.
- Conduct quarterly inspections of City facilities.
- Review Safety Manual and update as needed.
- Conduct accident/incident analyses.
- Conduct job hazard analysis.
- Review OSHA consultations and ensure compliance.
- Make recommendations to City Manager and/or Department Heads regarding safety concerns.

RISK MANAGEMENT RESOURCES AND CONTACTS

Property and Casualty Consultants **Loss Control Consultant**

Wilson-Heirgood Associates
2930 Chad Drive
Eugene, OR 97440-1421
Jeff Griffin, CEO
(541) 342-4441
jaagriffin@aol.com

Tammy Fitch, CIC
(541) 342-4441
tfitch@whainsurance.com

Property/Casualty, Liability Claims
CityCounty Insurance Services
1212 Court ST. NE
Salem, OR 97301
Jim McWilliams, Claims Supervisor
(541) 682-4158
claimspl@cisoregon.org

Kirk Mylander, Pre-Loss Legal
(503) 763-3845
kmylander@cisoregon.org

Employee Benefit Consultant
Wilson-Heirgood Associates
2930 Chad Drive
Eugene, OR 97440-1421
Gordon Groshong, President
(541) 284-5829
ggroshong@whainsurance.com

Risk Management Consultant
CityCounty Insurance Services
1212 Court ST. NE
Salem, OR 97301
Laurie Kemper, Risk Mgmt.
(503) 763-3851
lkemper@cisoregon.org

Wise Steps, Inc.
PO Box 3895
Salem, OR 97302
DeEtta Burrows
(503) 585-4002
wisesteps@aol.com

Workers Compensation
Empire Pacific Risk Management
12665 SW 69th Avenue
Tigard, OR 97223
Rhonda Goodell, Sr. Claims Ex.
(503) 968-6300, Ext. 878
rhonda.goodell@empirepac.com

Emergency Environmental Services
First Strike Environmental
256 Quarry Road
Roseburg OR 97470
(541) 673-9892

City Attorney
Dole Coalwell Clark, et al
810 SE Douglas Avenue
Roseburg OR 97470
Bruce Coalwell, City Attorney
(541) 673-5541
dccbrc@roseburglaw.com

Auditor
Neuner Davidson & Cooley LLC
2500 W Harvard
Roseburg OR 97471
Tom Davidson, CPA
(541) 672-4886
tom@ndkccpa.com

INSURANCE COVERAGE

INSURANCE CONSULTANTS

The City of Roseburg may select one or more insurance consultants. The selection of insurance consultants will be in accordance with City contracting rules and Oregon purchasing laws.

The City of Roseburg has two insurance consultants; one for employee benefits and one for property, casualty and liability coverage. Insurance consultants generally serve for a period of five years unless a change is recommended by the Risk Management Committee. See a full listing and contact information for the City's Risk Management consultants and service providers at the end previous Chapter 5.1.

TYPES OF COVERAGE

The Risk Management Committee has a responsibility to set policy and make recommendations to minimize the cost of risk and maximize the protection of the City's employees and assets. To achieve these goals, the City contracts with an insurance broker to negotiate and secure coverage on behalf of the City. The City is self-insured for its workers compensation exposure and contracts through a third party administrator. A full listing of the City's insurance policies and carriers can be found at the end of this Chapter. In summary, the City's insurance coverage includes the following:

General Liability

The City's liability and property insurance is provided by CityCounty Insurance Services (CIS), an insurance pool designed specifically for municipalities and counties in the State of Oregon. Liability claims are filed for damages allegedly caused by negligent acts of the City.

Property

Physical assets such as buildings, personal property, computers and other communications equipment, roads, water facilities and infrastructure are covered under the City's property insurance.

A schedule of insured properties is maintained by the City's property and liability insurer. The valuation of these buildings will be reviewed and adjusted annually and reappraisals will be completed every five years. The property may be insured for Actual Cash Value (ACV), Functional Replacement Value (VRF) or Historical Replacement Value (HRV).

The City's property insurance package also includes earthquake and flood coverage, limited pollution coverage, builders risk insurance for new construction or major remodeling, and coverage for the restoration or reproduction of books, records, and electronic data.

Airport Liability

All general liability and auto accidents while on the airport premises are covered by an airport liability policy separate from our general liability and property coverage.

Auto Liability & Auto Physical Damage
For more information regarding the City's vehicle driving policy, see Section 12 in the Personnel Policy. For commercial driver license holders, also refer to Chapter 16 of the Safety & Health Manual.

A. City Vehicles: All City-owned vehicles need to be accounted for on the City's auto policy. For new vehicles, a "Vehicle Change Notice Form" must be completed, including year, make and model, VIN number, purchase price and value of the vehicle, and submitted to the City Recorder. The City Recorder also needs to be notified when a vehicle is sold/traded/donated so it can be deleted from the policy. See Chapter 1.11 "City Vehicles" for the "Vehicle Change Notice" form and for further information regarding the use of City vehicles. Each year in preparation for renewal, a full auto schedule will be distributed to Department Heads to verify proper coverage for all vehicles. Non-employees are not to be transported in City owned vehicles without proper authorization.

Not all City vehicles are insured for comprehensive and collision coverage. Currently, the City has a $250 deductible for comprehensive coverage and $500 for collision for standard vehicles. Large equipment has a $250/$5,000 deductible.

B. Equipment: City equipment is covered by CIS inland marine insurance. Departments are required to keep a list of equipment and notify the Human Resources Director for additions and deletions. If equipment is rented with a value over $5,000, the Human Resources Director must be notified.

Workers' Compensation
All employees are insured by the City's workers' compensation coverage for injuries or illnesses sustained while performing their jobs. The City of Roseburg self-insures workers' compensation, and maintains an internal service fund to pay for self-insured claims. The City contracts with a third party to administer claims, and purchases excess insurance for catastrophic claims. Costs are allocated to departments based on exposures and claims history.

A. Return to Work Program: The City places a priority on returning injured employees to work as soon as they are able through the City's Return to Work program. Returning to work in a modified duty position allows the employee to stay in the routine of reporting to work each day, to continue to receive a full paycheck and avoid time loss. In addition, the City is able to receive reimbursement for 50% of modified duty wages through the State's "Employer at Injury Program", and funds are available to modify workstations or provide tools for injured workers to perform modified duty work. Supervisors are encouraged to work with injured workers to return to modified duty as soon as possible.

B. Loss Control: The City contracts with a loss control consultant to help identify and mitigate risks and exposures to the City's workforce. The consultant helps with employee safety training, OSHA compliance, and workplace inspections. The City's property and liability insurer also provides risk management consulting as a part of the insurance package. This consulting also includes employee training and workplace

safety as well as data and trends analysis to help identify and eliminate risks and potential liabilities city-wide.

Crime Coverage
The City has $100,000 crime insurance covering theft of public funds by employee dishonesty or forgery. City Council members and employees are covered under this policy.

Bonds
Blanket faithful performance bonds are carried on the City Manager and Finance Director per City ordinance.

Volunteers
Volunteers are not allowed to drive City vehicles, and are not covered by the City's workers' compensation program. The volunteers do, however, have limited coverage through the City's travel and accident policy.

Current Insurance Policies/Coverages

Policy	Insurer	Claims Contact
Crime Insurance	Hartford Fire Insurance	Tammy Fitch
Property (facilities & contents)	City County Insurance Services	Jim McWilliams
Mobile Equipment	City County Insurance Services	Jim McWilliams
Equipment Breakdown	City County Insurance Services	Jim McWilliams
General Liability – City	City County Insurance Services	Jim McWilliams
Auto Physical Damage	City County Insurance Services	Jim McWilliams
Excess Liability	City County Insurance Services	Jim McWilliams
Workers' Compensation	Safety National	Tammy Fitch
Workers' Compensation-Bond	Safety National	Tammy Fitch
Pollution (Storage Tanks)	Zurich American Insurance Co.	Tammy Fitch
Airport – GL	Ace Group	Tammy Fitch
Bond – Ron Harker	Old Republic Surety Co.	Tammy Fitch
Bond – Lance Colley	Old Republic Surety Co.	Tammy Fitch
Travel and Accident	Hartford Life & Accident	Tammy Fitch

General Liability coverage through CityCounty Insurance services includes:

- Employment Practices Liability
- Employee Benefits Administration Liability
- Public Officials Liability
- Americans With Disabilities Act Liability
- Fair Housing Act Liability
- Law Enforcement Liability
- Pesticide/Herbicide Application
- Ethics Complaint Defense
- Oregon Consumer Identity Theft Protection Act of 2007
- Limited Ethics Coverage

CLAIMS PROCESSING & POTENTIAL EXPOSURES

CLAIMS REPORTING

In general, all claims against any of the City's insurance policies should be forwarded to the Human Resources Director. Employees should not discuss potential claims without prior authorization. All questions from the media or other outside agencies should be forwarded to the Human Resources Director.

Liability, Property, and Workers' Compensation Claims

The Human Resources Director/Risk Manager oversees the handling of all property, liability and workers compensation claims filed against the City. Claims are investigated and evaluated, then either paid or denied based on their merits. Litigated claims are assigned to outside counsel by either the City's insurers or the Human Resources Director. The City works with attorneys to obtain the most favorable results possible for the City. We are committed to practicing fair and reasonable claims management, while aggressively defending claims without merit.

Types of Claims

The different types of claims the City may be involved in include the following:

- **Liability:** A claim filed against the City by a third party for damages caused by alleged negligent acts of the City.

- **Property:** A claim filed for damage and/or loss to City owned property, land or structures.

- **Auto Liability:** A claim filed when a City employee is involved in a vehicle accident that causes damage to a third party's property or person.

- **Auto Physical Damage:** A claim resulting from a City employee being involved in a vehicle accident that causes damage to a City vehicle.

- **Workers' Compensation:** A claim filed when a City employee sustains illness or injury while performing job related duties.

Liability and Property Claims Process

Any claim, occurrence, suit, tort claim notice, or communication that reasonably puts the City on notice of a claim or suit against the City should be forwarded to the Human Resources Director or Management Technician immediately. Information collected from the claimant should include the claimant's name, address, and phone number, and a description of what happened including when, where, how, and what the claimant is expecting from the City. The claimant must submit the claim in writing and attach estimates or receipts for any repairs or injuries, along with any other documentation to support claims, including pictures and witness information when available.

The claimant should be encouraged to contact their own insurance carrier and informed that once the City has received their paperwork, we will submit it to our

insurance carrier. Also, the claimant should be informed that submission of a claim does not guarantee that a claim will be accepted and that an adjuster may contact them to gather information and see any damaged property.

Auto Liability and Auto Physical Damage Claims Process
Any auto related claims should be reported to the Human Resources Director or Management Technician immediately. In addition to the information collection process outlined above, a Vehicle Accident Report and any Police reporting information should be included.

Workers' Compensation Claims
In the event an employee has a job related injury or illness and seeks medical treatment:

- The employee should complete and sign form 801 and submit it to Human Resources. Human Resources will forward the completed 801 and any applicable information to the City's Workers' Compensation third party administrator.
- An Incident Report form should be completed by the injured worker's supervisor and submitted to Human Resources.
- The injured worker must obtain a notice from the doctor indicating return to work status and any restrictions for return to modified duty. Time loss will not be allowed unless authorized by the attending physician or the City determines that suitable modified duty is not available.
- The injured employee's Supervisor and Human Resources will consult with the injured worker to identify suitable modified duty work when available.
- The injured worker must continue to communicate work status updates to their Supervisor and Human Resources.

Incidents that result in injuries not requiring medical treatment should be documented on the City's Incident Report Form. Form 801 may be completed, but does not need to be signed by the involved employee.

SPECIAL EVENTS
Generally, a "special event" is defined as any organized assembly or activity conducted by an individual or organization for a common purpose. Most of these events are not planned or organized by the City of Roseburg, but they are often held on City-owned property. The City will have concerns and responsibilities if the activity involves the use of City property, facilities or services. Potential major loss exposures for special events include damage to public property, equipment and machinery and injuries to participants.

To properly prepare for a special event, the City must consider the following aspects of the event:

- Purpose of the event.
- Time and duration of the event.
- Number of participants expected.
- Which public facilities are involved.
- Impact to traffic flow.

- Alcohol sales and/or consumption.
- Security provisions.
- Restroom facilities.
- Post-event concerns.
- Cleanup.
- History of the event or similar events.

In addition, a number of City permits may be required. Organizers also must provide certification that minimum insurance requirements have been met. See the City's Special Event Handbook for details and procedures.

EMERGENCY MANAGEMENT/NIMS

Along with risk management comes "emergency management. The four primary parts of emergency management are:

- Communication and notification.
- Response (Rescue).
- Assessment & relief.
- Recovery and rebuilding.

The City has an overall Emergency Action Plan, as well as Emergency Action Plans for each City facility. Plans are to be reviewed at least annually with employees at each facility to ensure preparation and understanding of what to do in case of an event at their City facility.

Risk Management's role in any bomb threat, flood, fire, terrorism activity, earthquake or any natural disaster will be to assist in any means possible to limit injury to or illness of employees, and to protect City facilities if possible.

The Emergency Action Plan includes an emergency contact list, comprised of employee emergency contact phone numbers and home email addresses.

Assigned Staff members will complete recommended National Incident Management System (NIMS) training. This training helps ensure preparedness and is required for Federal Emergency Management Agency (FEMA) funding eligibility.

COMMON POLICE EXPOSURES AND RISK MITIGATION ACTIONS

Common Police Department exposures include claims regarding:

- Use of excessive force.
- False arrest.
- Wrongful detention.
- Negligent investigation.
- Harassment.
- Pursuits.
- Use of city vehicles.
- Hiring and selection processes.

The City's Police Department has policies and procedures in place to mitigate these types of exposures and claims. The Chief of Police monitors claims in conjunction with the Human Resources Director.

Risk Management tools used by our Police Department include, but are not limited to, extensive training programs, pre-employment drug testing, thorough background checks and psychological evaluation of employment candidates. There is also a well-defined chain of command that establishes proper reporting and channels of authorization.

PUBLIC WORKS COMMON EXPOSURES AND RISK MITIGATION ACTIONS

The Public Works Department deals with a wide-variety of activities that could result in the following types of exposures:

Transportation

The City's Public Works crew maintains the City streets and water system. During the winter months, there may be snow and/or ice on our City streets. Priority attention is given to clearing and/or sanding of the Lifeline Routes (routes taken by Fire, Police and EMS vehicles responding to emergencies). Second priority includes main arterials and collectors, followed by the remaining core area streets, minor collectors and residential streets. In the unlikely event snow accumulation exceeds 6" in the core area; snow will be plowed to the middle of the street with removal taking place as soon as practical. Remaining streets will be plowed to the curb to minimize driveway and alley blockage as much as practical.

Sidewalks

Roseburg Municipal Code Section 4.02.070 addresses requirements for maintenance of sidewalks, driveways and planting strips which are the responsibility of the adjacent property owner(s).

Weed Control

Roseburg Municipal Code Section 7.04 addresses processes for removal of noxious vegetation. The Uniform Fire Code addresses removal of vegetation which may be a fire hazard.

Environmental

Hazardous chemicals are stored and disposed of according to OSHA regulations. Material Safety Data Sheets (MSDS) on these chemicals are kept for 30 years. Employee training includes proper materials handling procedures as well as spill prevention and control measures.

INFORMATION SECURITY

The City is entrusted with many varieties of sensitive and confidential information. This includes the personal and financial information of a number of groups including clients, customers, licensees and employees. As owners and custodians of that information, the City is responsible for protecting those assets from loss or misuse.

The Oregon Identity Theft Act (SB 583) was passed in 2007 and contains standards to shield social security numbers, notify consumers in case of a security breach, and safeguard personal identifying information.

See the City's full Identity Theft Protection Policy.

Any claims resulting from Identity Theft are covered through the City's general liability insurance policy.

CONTRACTUAL RISK MANAGEMENT

STANDARD CONTRACTS

Managing risks in contracts is very important and Staff is charged with the responsibility to carefully consider all contracts and the risks they might bring to the City. The City Recorder and Risk Management Committee, with guidance from the City Attorney, have developed standard contracts to be used by Staff.

Indemnification

All City contracts shall contain the following indemnification language: *"Contractor agrees to defend, indemnify and hold harmless the City and its officers, agents, and employees for any and all claims, demands, actions, damages, losses and expenses, including attorney fees and costs of litigation, arising out of or relating to Contractor's performance under this contract, including those brought by employees or subcontractors of Contractor.*

Insurance Coverage Requirements

All City contracts shall require the contractor to furnish insurance coverage and amounts protecting City in a form and amount satisfactory to City as follows:

A. The contractor shall provide comprehensive general liability insurance in the amount of $2,000,000 with aggregate limit of not less than $4,000,000. Such insurance shall be primary and non-contributory to any insurance maintained by the City. Such insurance shall provide coverage for contractual liability and completed operations. A cross-liability clause shall be included in the commercial general liability policy.

B. The contractor shall provide comprehensive automobile liability insurance with owned, hired, and non-owned vehicles in the minimum amount of $2,000,000.

C. The City shall be informed of any paid claims or pending claims that may result in a decrease in the available aggregate limit of insurance.

D. Proof of such insurance coverage shall be filed with the City prior to performing any work under the contract and maintained throughout the term of the contract. The policy must show is the City as an additional insured with respect to activities emanating out of the contract with the following language included: *"The City of Roseburg, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non-contributory".*

E. The City must receive a minimum 30-day notice in the event of cancellation of insurance required by the contract. If the contractor is unable or unwilling to provide 30-day written notice of cancellation, contractor shall provide the City with relevant sections of its policies describing how insurer may reduce, modify, or cancel insurance. Furthermore, contractor has an affirmative duty to provide the City with any notice contractor receives

regarding the reduction, modification, or cancellation of insurance within 24 hours of contractor's receipt of such notice. The City has the option to purchase insurance of its choice if the contractor does not provide coverage, immediately due and payable by the contractor.

See the Certificate of Insurance Checklist at the end of this Chapter for general guidelines.

Independent Contractor

All City contracts shall contain the following language regarding the contractor: "*Contractor is an independent contractor. Contractor shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by the City. Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments on behalf of the City except as expressly approved by City's City Manager".*

COMMON TYPES OF INSURANCE REQUIRED

Workers' Compensation Coverage

By state law, every employer employing one or more "subject workers" is required to provide workers' compensation coverage for those workers. Most of the contractors the City contracts with for services will need to show proof of this coverage, which provides medical treatment and wage subsidy for work-related injuries of their employees. In City contracts, there may be some contractors who are exempt from the requirement to provide this coverage as sole proprietors who qualify as independent contractors, partners who are not engaged in construction-related work and who qualify as independent contractors with certain corporate officers who are directors of the corporation and have a substantial interest in the corporation. It is imperative that proof of workers' compensation coverage or exemption from the law be obtained prior to allowing work to begin under the contract; a failure to do so could mean that the City would be held responsible for the contractor's workers' compensation claims. Any contractor claiming to be exempt must complete the Workers' Compensation Exemption Certificate at the end of this Chapter.

Professional Liability Insurance

If the contractor is providing services for which professional malpractice or liability insurance is available, the City must require this coverage. This type of insurance is also known as professional "errors and omissions" insurance. Such insurance is available for most providers with advanced training and certification, such as physicians, nurse practitioners, social workers, accountants, architects, engineers, computer program designers and brokers. It covers professional errors made by such practitioners (for example, a misdiagnosis leading to damages) as opposed to problems with these services that might happen to any type of provider (for example, a fall on the office steps with injuries). The appropriate contract language would be as follows: *"Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than $2,000,000, or the equivalent. Annual aggregate limit shall not be less than $4,000,000".*

Commercial General Liability Insurance
Commercial general liability insurance, also sometimes called “comprehensive” or “general” liability insurance, normally covers personal injury and property damage. Policies may also include a provision covering “contractual liability.” This provision is valuable if a contractor's professional liability insurance does not cover liability assumed under a contract, for example, a duty to indemnify a third party such as the City. All contractors are required to carry commercial general liability insurance with the requirements set forth in the above Subsection.

Automobile Liability Insurance
If the contractor or contractor’s employees will be driving as part of performing the services in the contract, the contractor must be required to carry automobile liability insurance as outline in the above Subsection 5.4.1.2.

ADDITIONAL INSURANCE-RELATED PROVISIONS

Extended Reporting Coverage (“Tail Coverage”)
This insurance extends coverage after a "claims made" policy term has ended. "Claims made" policy means that any claim under the policy must be reported during the policy period. Language to include in the contract would be as follows: *“If any of the aforementioned liability insurance is arranged on a "claims made" basis, extended reporting coverage will be required at the completion of the contract for a duration of 24 months or the maximum time period the contractor's insurer will provide such, if less than 24 months. Contractor will be responsible for furnishing certification of extended reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of extended reporting coverage, provided its retroactive date is on or before the effective date of the contract. This will be a condition of the final acceptance of work or services and related warranty (if any)”.*

Builder's Risk
This provision addresses the loss of or damage to a City building, construction supplies, or construction equipment during new construction. Sometimes the City may elect to cover construction supplies and the building during construction under the City's property insurance policy, but this decision must be made jointly by the Department Head and Risk Manager prior to the development of the construction contract or RFP. If the City elects to provide this coverage, "builders' risk/owner" provision should be inserted into the contract; if the City does not provide coverage, the "builders' risk-contractor" provision should be used.

A. Owner. Unless otherwise provided, the City shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof subject to the deductible provided for below. This insurance shall include the interests of the City, the contractor, subcontractors, and sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance of physical loss or damage including, without duplication of coverage, theft, vandalism or malicious mischief. If the City does not intend to purchase such insurance for the full insurable value of the entire work, the City shall inform the contractor in writing prior to commencement of the work. The contractor may then affect insurance which will protect the interests of contractor, any subcontractors and the sub-subcontractors in the work, and by appropriate change order, the cost thereof shall be charged to the City. If the contractor is damaged by failure of the City to purchase or maintain such insurance and to so notify the contractor, then the City may bear all

reasonable costs properly attributable thereto. If not covered under the all risk insurance otherwise provided in the contract documents, the contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit. Contractor's tools, materials, equipment, appliances and all other facilities and incidentals required by the project will not be insured by the City.

B. Contractor. Contractor shall obtain, at contractor's expense, and keep in effect until final acceptance by the City, builder's risk insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to building interiors. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include the City, the contractor and its sub-contractors as their interests may appear.

Umbrella Liability Coverage

This coverage is to be required when there is an activity which could result in catastrophic bodily injury or property loss (for example, major building renovation or new construction) and the basic limits of insurance may not be sufficient. Language for the contract would be as follows: "*Umbrella coverage in an amount appropriate to the contract, and at a minimum of $5,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to commercial general liability, automobile liability, employers' liability and professional liability".*

Garagekeepers' Legal Liability

The following language should be used when a contractor or subcontractor will be taking possession of City vehicles or acting as a bailee in some manner relating to City vehicles: *"Contractor shall obtain, at contractor's expense, and keep in effect during the term of the contract, garagekeepers' legal liability insurance. Combined single limit per occurrence shall not be less than $2,000,000".*

Aircraft Liability

If there is a contract requiring the contractor to use owned or non-owned aircraft, the following language should be included in the contract: *"Contractor shall obtain, at contractor's expense, and keep in effect during the term of the contract, aircraft liability insurance. Combined single limit per occurrence shall not be less than $5,000,000 and no less than $1,000,000 per seat for passenger liability".*

Marine Protection and Liability

For any contract involving the use of watercraft of any type, the following language must be included: *"Contractor shall obtain, at contractor's expense, and keep in effect during the term of the contract, marine protection and indemnity insurance. Collision and Jones Act coverage shall be included. Combined single limit per occurrence shall not be less than $2,000,000 or the equivalent".*

Pollution and Asbestos Liability

This is a broad coverage requirement when a contractor is involved in any activity which may involve the transport, application, disposal, use, or handling of "hazardous material." Most contractors do not carry pollution or asbestos liability coverage. This does not mean that the City will not require it. Discretion must be used in the application of this provision. A decision

not to require this coverage must be made in consultation with the Risk Management Team. If required, the following language should be inserted in the contract: *"If hazardous material is encountered during construction, the project manager must be notified immediately, and if any work is done to remove it, the contractor performing work shall obtain and keep in effect during the term of their contract, pollution liability insurance, including asbestos liability insurance, covering the contractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than $2,000,000, or the equivalent. Annual aggregate limit shall not be less than $4,000,000".*

Employee Dishonesty/Money and Securities

This insurance should be required when the contractor and/or contractor's employees will have access to substantial amounts of City cash receipts, negotiable securities, or especially valuable property. A standard limit should equal or exceed the maximum amount of cash, negotiable securities or valuable property at risk at any time. The City should require a larger limit if the contractor and/or contractor's employees will have multiple opportunities to steal before the City's loss would be discovered. The City can require a smaller limit if the contractor and/or contractor's employees will have limited access to cash, negotiable securities, or valuable property, or if the contact they have with cash, negotiable securities or valuable property is supervised by the City at all times. The appropriate language to include in the contract would be as follows: *"Contractor shall obtain, at contractor's expense, and keep in effect during the term of the contract, employee dishonesty and (when applicable) inside/outside money and securities coverage for City-owned property in the care, custody and control of the contractor. Coverage limits shall not be less than the amount(s) scheduled in the request for proposals on the contract".*

WAIVER OF SUBROGRATION - LEASES

The following language should be used when the City is a tenant of a building, and should be incorporated in the lease agreement: *"Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents leased any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rental reserved by this lease has been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers shall not be entitled to subrogation under any circumstance against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy of policies, or the proceeds thereof, unless specifically covered therein as a joint assured".*

BOND REQUIREMENTS

Bid Bond

A bid bond assures the contractor will honor the bid they submitted. If the contractor decides that they bid too low or otherwise made a mistake and does not honor the bid, the bond will pay the face amount. Bid bonds may also be submitted in the form of cash, certified check, cashier's check or irrevocable letter of credit, but must by in an amount equal to 10% of the total amount of the bid. Typically bid bonds are not required on public contracts unless the contract is for $25,000 or more, except in the case of an emergency wherein the City Manager has the authority to waive the requirement. A bid bond is not required on a public improvement project unless the contract is for $100,000 or more; or on contracts for highways, bridges or other transportation project unless the contract is for $50,000 or more. Bid bonds from unsuccessful bidders are returned within 30 days of bid opening. The bid bond for the successful bidder is retained until the bidder has entered into a satisfactory contract with the City and when required, furnishes a performance bond, payment bond and public works bond.

Payment Bond

A payment bond guarantees that suppliers of labor or materials or subcontractors will be paid. Unless waived by the Council, bids on all public contracts of $25,000 or more must be accompanied by a payment bond. The requirements for a payment bond are the same as for a bid bond on public improvement projects ($100,000 or more) and contracts for highways, bridges or other transportation projects ($50,000 or more).

Performance Bond

A performance bond guarantees the work will be done in accordance with contract requirements and specifications. The City provides standard bond forms to be used in bids, proposals, and contracts. Public works contracts of $25,000 or more must be accompanied by a performance bond; but the bond is not required on a public improvement project unless it is for $100,000 or more or on a contract for highways, bridges or other transportation project unless the amount is $50,000 or more.

Public Works Bond

Unless exempt under ORS 279C.800 to 279C.870, a contractor or subcontractor must submit a $30,000 public works bond to the Construction Contractors Board and certify to the City that such bond has been submitted. The City Manager may waive the requirement in the event of an emergency.

Bond Form

The form of all bonds required by the City shall be as the City prescribes, and shall be with a surety company satisfactory to the City and authorized to do business in the State of Oregon. Bonds shall be in force for one year after acceptance of the completed project to cover all guarantees against defective materials and workmanship and all claims by subcontractors or third parties for services or material provided to contractor or contractor's subcontractors.

CERTIFICATE OF INSURANCE CHECKLIST

Contractor_____ Contract #: _____

Purpose of Contract _____

Term of Contract _____

General Provisions Checklist

Those involving major construction contracts or unusual events may require additional provisions.

		Yes	No
A.	Is City named as Additional Insured? *Insurance certificate pertaining to contract for (Name of project). The City of Roseburg, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non-contributory.*	☐	☐
B.	Is occurrence coverage checked?	☐	☐
C.	Is there a minimum of 30 days' written notice of cancellation? If not, see section 5.1.4.2 E.	☐	☐
D.	Are limits adequate?		
	General Liability ($2M/$4M aggregate)	☐	☐
	Automobile ($2M)	☐	☐
	Workers' Compensation (Statutory)	☐	☐
	Professional Liability ($2,M/$4M when required)	☐	☐
E.	Is appropriate Automobile Coverage specified?	☐	☐
F.	Are the Policy effective dates appropriate? (Will it be effective when contract performed?)	☐	☐
G.	Does "Type of Insurance" shown match bid and/or contract specifications?	☐	☐
H.	Is certificate signed by a licensed agent?	☐	☐

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements. Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box).

SOLE PROPRIETOR

- o Contractor is a sole proprietor, and
- o Contractor has no employees, and
- o Contractor will not hire employees or subcontractors to perform this contract.

CORPORATION - FOR PROFIT

- o Contractor's business is incorporated; and
- o all employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation; and
- o all work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

CORPORATION - NONPROFIT

- o Contractor's business is incorporated as a nonprofit corporation, and
- o Contractor has no employees; all work is performed by volunteers, and
- o Contractor will not hire employees or subcontractors to perform this contract.

PARTNERSHIP

- o Contractor is a partnership, and
- o Contractor has no employees, and
- o all work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract; and
- o Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto. **

LIMITED LIABILITY COMPANY

- o Contractor is a limited liability company, and
- o Contractor has no employees, and
- o all work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract; and
- o if Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**
- o

*NOTE: Under OAR 436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has

ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

_____ _____

Contractor Printed Name Contractor Signature

_____ _____

Contractor Title Date

SALES SOLICITATION, PROMOTIONAL ITEMS, GIFT CERTIFICATES, ETC.

(Administrative Policy)

SOLICITATION OF SALES TO EMPLOYEES

Solicitation of sales to employees during work time by, or on behalf of any individual business, organization, club or society, unless authorized by the City Manager is prohibited.

Distribution of any literature, pamphlets or other material on City property for purposes of advertising private, for-profit business is likewise prohibited.

Employees may not be approached during business hours to donate their work time or financial resources to non-profit or for-profit organizations.

PROMOTIONAL GOLF CERTIFICATES

For promotional purposes, the City will provide two certificates for a complimentary round of golf at the Stewart Park Golf Course to:

- A non-profit organization that is tax exempt under section 501(c)(3) of the Internal Revenue Code for the organization to use as part of a fundraising event in support of its tax exempt purpose; and

- Any organization that will use the proceeds from the sale, auction or raffle of the tickets solely to benefit a non-profit organization that is tax exempt under section 501(c)(3)[example: a local business holds a fundraiser for the Special Olympics].

- An organization may not receive more than four certificates in a calendar year beginning January 1. The Public Works Director shall administer this policy and shall monitor the number of certificates distributed, their use and their value as a promotional tool for the golf course. The Director may amend the policy at any time by written, dated and descriptive amendment which shall take effect 30 days from the date of the amendment. This policy does not create any entitlement for any person or organization to receive free golf; it is an internal management directive only.

SIGNATURES (AUTHORIZED)
(Administrative Policy)

CITY CHECKS, DRAFTS OR OTHER ORDERS FOR PAYMENT
All checks, drafts or other orders for the payment of money drawn in the name of the City shall be signed by two or more of the following officials: City Manager, Finance Director and City Recorder. Facsimiles of such signatures are set forth in a resolution adopted by Council. The City Manager or the Manager's designee is further authorized to direct inter-account and inter-bank transfer of City funds between established City accounts and to lawfully invest City funds in the name of the City through any depository of City funds or through any government official with the state.

CONTRACTS, GRANT APPLICATIONS, AGREEMENTS, BONDS, ETC.
All contracts, grant applications, agreements, bonds and other legal documents to which the City is a party shall be signed by the City Manager and attested to by the City Recorder. Unless authorized and directed in writing by the City Manager, no other City official, department head or employee shall have the authority to sign such documents on the City's behalf. With the exception of time sensitive documents, all such legal documents shall be presented during the weekly Staff meeting for execution, along with the “Contract Check List” included at the end of this Chapter.

LEASES AND OTHER REAL PROPERTY-RELATED DOCUMENTS
The City Manager's signature, attested to by the City Recorder, shall be required on any lease or other real property-related document in which the City is a party.

CONTRACT CHECK LIST

Contractor: _____

Purpose/Description: _____

_____

Council/Urban Renewal Approval Date (if required): _____

Effective Date: _____ **Completion Date:** _____

Responsible Department: _____

Department Representative Responsible for Cost Tracking*: _____

Contract Amount: _____ **Budget Amount:** _____

Contract No.: _____ **Project No. (if applicable):** _____

Account Number(s): _____

Contract Distribution: Department _____ **or City Recorder** _____

 # Copies needed: Other than City Recorder (master copy) and Contractor – what other parties should receive a copy of the contract: _____

_____

Contract Processed at Staff Meeting of: _____

Not to Exceed Amount: _____

In an attempt to avoid unauthorized contract overages (before they occur), the Department Representative is to notify the Finance Department and Department Head when project costs are approaching contract or budgeted amount

Payment: Lump Sum ___ Monthly ___ Quarterly ___ Work Progress ___ Other ___

Billing data (this section to be used to track billings/payments – add pages if needed):

Billing Date: _____ ***Billing Amount:*** _____ ***Balance Remaining:*** _____

Billing Date: _____ ***Billing Amount:*** _____ ***Balance Remaining:*** _____

Billing Date: _____ ***Billing Amount:*** _____ ***Balance Remaining:*** _____

Billing Date: _____ ***Billing Amount:*** _____ ***Balance Remaining:*** _____

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Billing Date: _____ ***Billing Amount:*** _____ ***Balance Remaining:*** _____

SISTER CITY – ARANDA DE DUERO, SPAIN
(City Council Policy)

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
(City Council Policy)

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
(City Council Policy)

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 a 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 out of area vendors	On-going
When possible design	Clean environment	Create a method to	On-going

future capital improvements to reduce maintenance costs	Prosperous economy Social equity	identify, compare and prioritize attributes that offer sustainable alternatives	
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	Enriched lives Social equity Recognition	When updating job description identifying City's commitment to sustainability	8 to 12 months

and performance evaluations			
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	On-going

		and shared goals	
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 that will increase waste diversion	Clean environment	Complete a base line inventory Develop a program to identify reduction processes. Identify target reduction rate and how to implement	12 to 18 months On-going

TRAPPING OF CERTAIN WILDLIFE (TURKEYS)
(City Council Policy)

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
(City Council 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 equable 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.

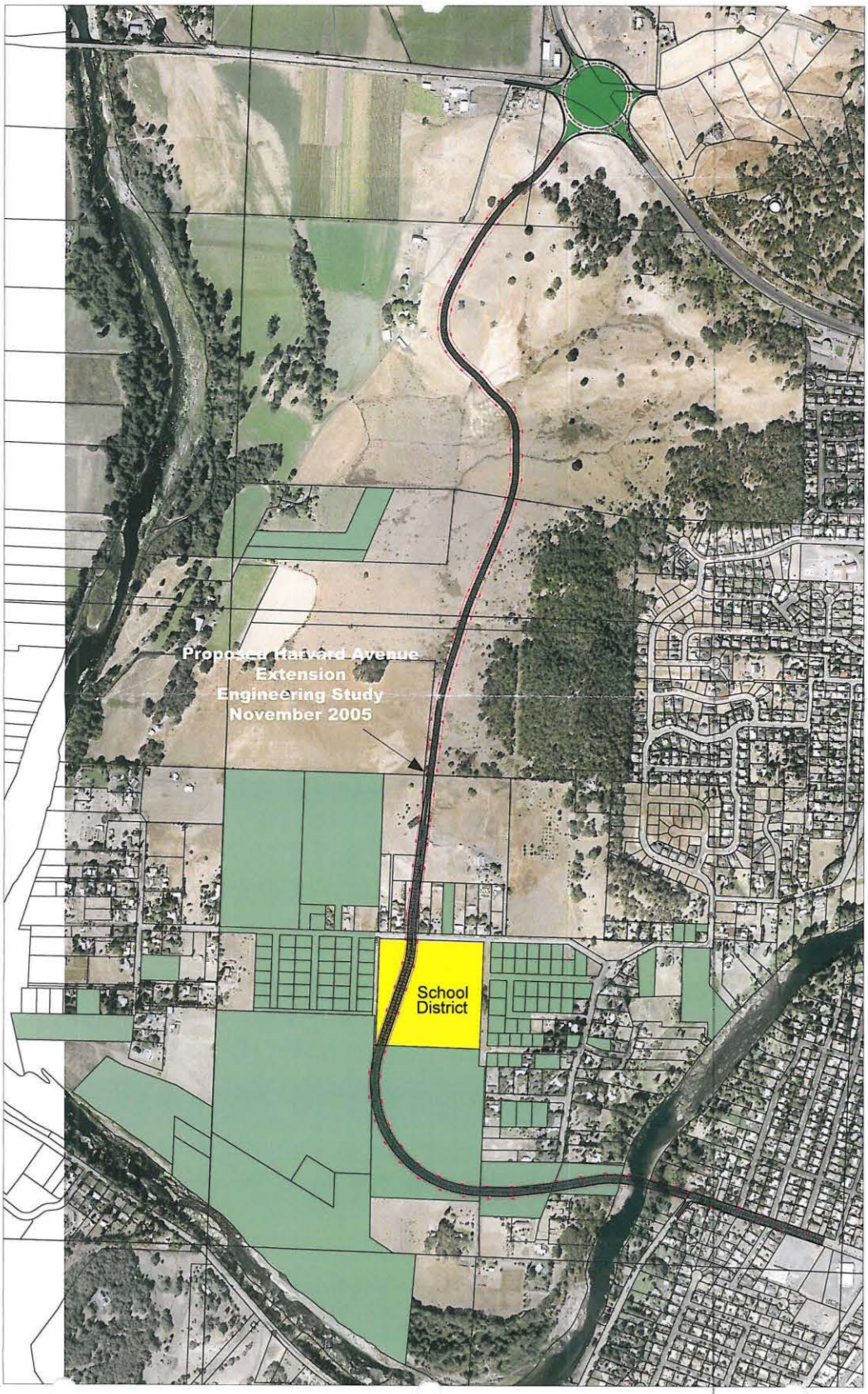
The City can essentially take four UGB policy directions:

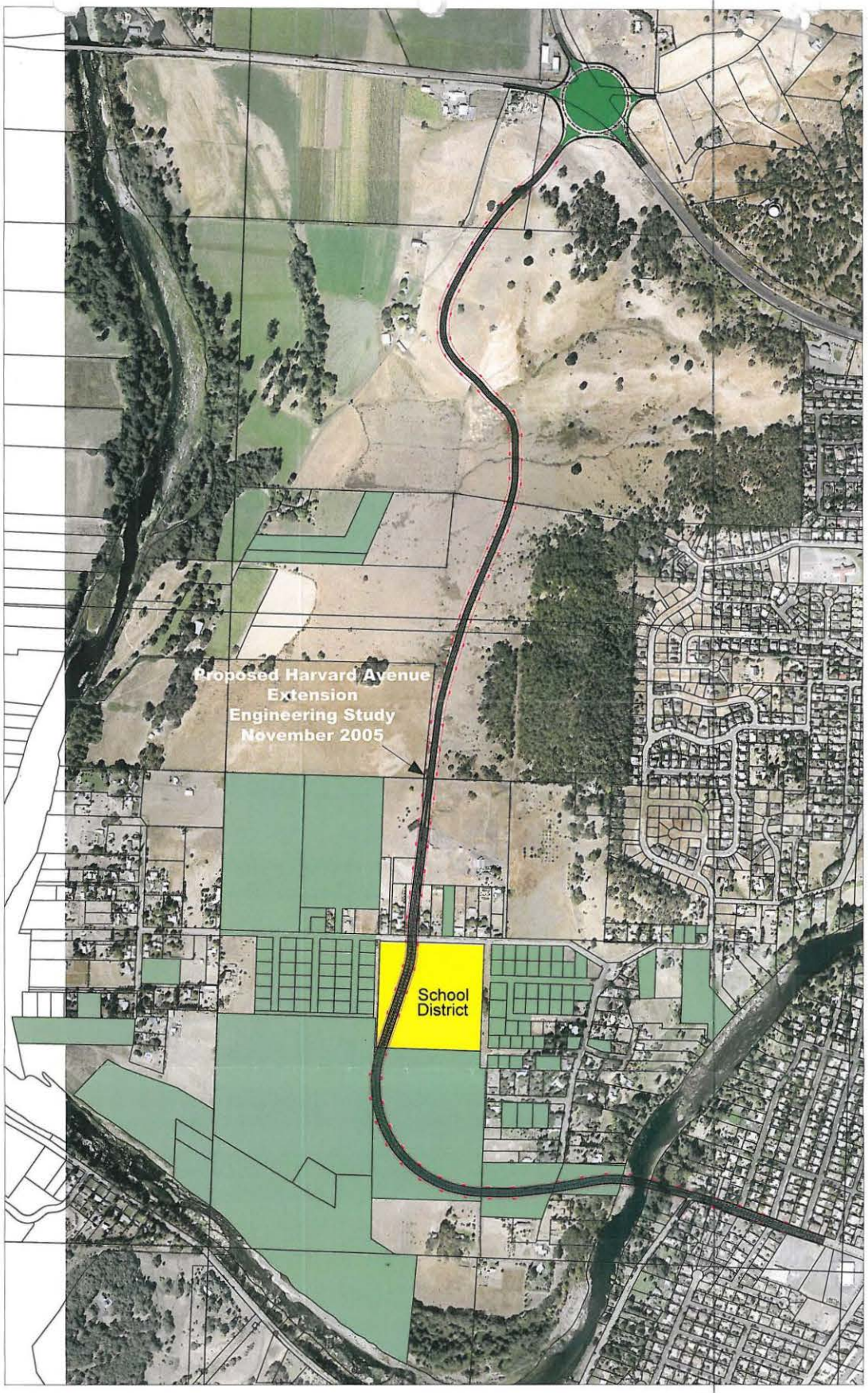
1. Open the UGB expansion process to all applicants and let each application stand on merits.

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


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 Manager 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.

UTILITY REFUNDS
(Administrative Policy)

The City provides utility services for potable water and storm drainage. The fees and charges related to the water utility are a combination of meter size charges and consumption, and the charges for storm drainage are based on the amount of square footage of impervious surface as outlined in the Roseburg Municipal Code. The fees are set by City Council Resolution.

The City obtained a legal opinion on February 14, 2001, pertaining to legal requirements for potential refunds relating to misapplication or miscalculation of such fees. Accordingly, in accordance with the Oregon Tort Claims, the City will provide for a refund of overcharges for a 180-day period from actual notice of the overcharge and will with either refund directly or apply an equivalent amount of credit to any outstanding utility account that has been overcharged.

VERTICAL HOUSING DEVELOPMENT ZONE
(City Council Policy)

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.

VEHICLES
(Administrative Policy)

TITLES, LICENSES AND OTHER RELATED RECORDS

All City vehicle title records shall be maintained by the City Recorder's Office. All transactions involving City vehicles must be processed through the Recorder's Office and shall be in accordance with these rules.

DISPOSAL

All vehicles shall be disposed of through transfer to another department, trade-in, public auction or other method authorized by the Municipal Code or these rules. City Manager approval must be obtained prior to transferring a vehicle to another department. The department transferring the vehicle must notify the Recorder's Office of the transaction by completing a “Vehicle Change Notice” form included at the end of this Chapter. The Recorder's Office shall notify Finance and Human Resources of the transfer and make the necessary changes on the master vehicle title list. If a vehicle is being traded-in on a new vehicle, the department must notify the Recorder's Office. The Recorder's Office will process the paperwork required to complete the trade-in; notify Finance and Human Resources of the transaction and remove the trade-in vehicle from, and add the new vehicle to, the master vehicle list.

If a vehicle is removed from use, after storing the vehicle for future sale, the department shall turn all vehicle keys over to the City Recorder and the gas card over to Public Works. The license plates must remain on the vehicle until such time as the City Recorder requests removal. The department shall advise the Recorder's Office of the license plate number, city vehicle number, make, model, VIN, color, mileage, general condition and current Kelley’s blue book value of the vehicle and where the vehicle will be stored until the next scheduled sale. The department shall also remove all City logos and any other marks noting City ownership from the vehicle prior to the vehicle being stored for sale. The Recorder's Office shall advise Human Resources of the transaction for insurance purposes. The Recorder's Office shall secure the title and keys in the surplus vehicle file until the vehicle is sold at which time, the Recorder's Office shall transfer the title to the new owner. All proceeds from the sale of vehicles shall be placed into the fund from which the vehicles were originally purchased.

PURCHASING

All vehicles shall be purchased through State Purchasing or through the bid process in accordance with the Municipal Code. All vehicles of a similar type which are budgeted for the ensuing year shall be bid at the same time. Prior to advertising for proposals, department heads shall inquire if other departments are planning to purchase similar type vehicles in the near future. If so, the departments shall do a combined ad. When a new vehicle is purchased, the department head shall forward all paperwork to the Recorder's Office for submission to the Department of Motor Vehicles. The Recorder's Office shall notify Finance, Human Resources and Public Works of the vehicle purchase. The Finance Department shall assign a City vehicle number; Public Works shall assign a gas card number to the vehicle and both departments shall advise the Recorder's Office of the assigned gas card and vehicle number. The Recorder's Office shall log this information, along with the license plate number

and the VIN for the vehicle, on the master vehicle title list. Human Resources shall secure insurance coverage for the new vehicle.

CITY VEHICLE POOL

City vehicles that are not designated to a particular department or use shall be available for use by employees when attending work-related functions and events. The Public Works Department shall be responsible for maintenance of the City pool vehicles; provided however, employees using pool vehicles shall be responsible for recording mileage in the vehicle mileage record book kept in each pool vehicle and returning the vehicle in clean condition and with a full tank of gas to ensure the vehicle is ready for the next user. The Public Works Department will also schedule use of such vehicles and issue "vehicle packets" which contain keys, gas cards and mileage record books for each vehicle. The vehicle packet will be given to the employee before use of the vehicle. The employee will sign out on the vehicle log sheet when the vehicle packet is issued and sign in on the log sheet when the vehicle packet is returned. Pool vehicles will generally be available on a first-come, first-serve basis. Which vehicle is available will be determined at the time the employee picks up the keys to the vehicle. Travel within a twenty-mile radius of Roseburg is considered in-town travel, and the older vehicles will be used for this purpose. If special circumstances warrant using a specific car and there is a conflict, such conflict must be worked out amicably between the employees involved. A pool vehicle used to attend a late evening meeting or class may be taken home and returned the next morning. A pool vehicle used to attend an early morning meeting or class may be taken home the night before and returned following the class.

USE OF CITY VEHICLES FOR BUSINESS PURPOSES

Pursuant to Section 13 of the City's Personnel Rules, City owned vehicles are provided for City business purposes only. The City Manager may assign City vehicles in accordance with the operational needs of the City for specific, justified needs related to City business. Operators of City vehicles must be an employee or official of the City, unless specifically authorized by the City Manager; be at least 18 years of age; possess a valid Oregon driver's license; and unless exempted under ORS 811.215 (6) or (8), wear the seatbelt and require the same of all passengers at all times.

Permission to drive a City vehicle may be withdrawn from the following:

A. persons with unacceptable driving histories;

B. persons deemed physically unable to drive; and

C. persons found to be driving City vehicles for non-approved purposes or whose conduct in connection with the use of a City vehicle is not in the best interest of the City or which brings discredit to the City.

Operators of City vehicles are specifically prohibited from picking up hitchhikers. Transporting any non-employee/official shall be prohibited unless authorized in advance by the operator's department head and the City Manager.

Operators of City vehicles shall complete the vehicle trip record at the completion of each trip, fill the gas tank and return the vehicle to the storage lot in clean condition.

The City shall not be responsible for payment of any parking or traffic fines that may be issued to drivers of City vehicles.

If an employee chooses to use their own vehicle for traveling on City business rather than using a City pool vehicle, the employee will be responsible for any accidents or incidents that occur involving their personal vehicle. Employees are covered by workers' compensation in case of injury, but other individuals involved in any incident would be covered under the employee's personal insurance policy.

Employees must immediately report any suspension, revocation or restriction placed on their driving privileges to their immediate supervisor.

SMOKING PROHIBITED IN CITY VEHICLES

Smoking or use of tobacco in City vehicles is strictly prohibited. Holding a cigarette outside a vehicle window while occupying the vehicle is a violation of this policy.

RIDE-ALONG PROGRAM

In addition to the guidelines set forth in Section 13.3 of the City's Personnel Policy, departments that determine there is a value to having a ride-along program, must prepare waivers releasing the City from any liability related to the person riding in the City vehicle. Such waivers must be signed before the person is allowed to ride in a City vehicle. A sample waiver form may be obtained from the Human Resources Director.

CITY OF ROSEBURG - VEHICLE CHANGE NOTICE

Department Providing Notice _____

Vehicle Description _____
Year, Make, Model, Color (i.e. Chevrolet Lumina – blue)

___ New

___ Traded to Another Department _____
Department Traded To

___ Traded In

___ Parted Out *(Notice to DMV required)*

___ Surplus for Auction_____
Storage Location

License Plate #_____

VIN # _____

City Vehicle #_____ *Provided to Recorder by Finance**

If new, value $ _____ and A/C # _____

Other pertinent information:_____

_____

i.e. gas card, plates and keys turned in; if traded to another department, gas card turned in and new card requested

Note: Mobile radios are accounted for separate from the vehicle. Please complete a Fixed Asset deletion form if radio was transferred.

Submit Form to City Recorder

*Date Processed by Recorder's Office*_____
and forwarded to:

1) Human Resources Director
2) Finance – Accounts Payable* *Provide Vehicle # to Recorder when available*
3) Finance – Fixed Assets
4) Copy to Affected Department Head(s)
5) Insurance Agency

Signatures Required for Vehicles Transferred to another department

_____ _____
Transferring Department Head City Manager Approval (for transfers)

Receiving Department Head (if applicable):_____

VOICE MAIL
(Administrative Policy)

Voice mail messages are the property of the City and are also subject to Oregon's Public Records Law. Inappropriate or offensive messages such as those including racial or sexual slurs, are prohibited. Employees shall refrain from recording any information or comments that may be considered embarrassing if overheard by others.

Voice mail is considered a business communication tool and shall be used as follows:

1. The system will not be used to become inaccessible; all telephone calls must be answered when the employee being called is available;

2. The system will be used to exchange information, not merely to automate telephone tag;

3. Messages left on voice mail shall be promptly responded to;

4. Employees shall record greetings which will inform callers about the employee's schedule; greetings shall be changed or modified if an employee is going to be out of the office for a day or more; and

5. Greetings shall be as brief as possible, but shall include the following information:

    A. The employee's name and department;

    B. A brief statement advising the caller that they may leave a message after the tone; and

    C. An indication when the employee expects to be available.

WORKERS' COMPENSATION SELF INSURANCE PLAN
(City Council Policy)

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.