

**ROSEBURG CITY COUNCIL AGENDA – MAY 23, 2016**  
City Council Chambers, City Hall,  
900 S. E. Douglas Avenue, Roseburg, OR 97470



**7:00 p.m. - Regular Meeting**

1. **Call to Order – Mayor Larry Rich**
2. **Pledge of Allegiance**
3. **Roll Call**  
Alison Eggers            Ken Fazio                    Victoria Hawks            Steve Kaser  
Lew Marks                John McDonald            Tom Ryan                 Andrea Zielinski
4. **Mayor Report**
5. **Commission Reports/Council Ward Reports**
6. **Audience Participation – See Information on the Reverse**
7. **Consent Agenda**
  - A. Minutes of May 9, 2016 Regular Meeting
  - B. Minutes of May 9, 2016 Special Meeting
  - C. U-TRANS Services Contract
  - D. OLCC Extended Service Area, El Dorado Restaurant, 368 NE Winchester
8. **Ordinances**
  - A. 2<sup>nd</sup> Reading, Ordinance No. 3466 - Pacific Power Electric Utility Franchise
  - B. 2<sup>nd</sup> Reading, Ordinance No. 3467 - -Enhanced Law Enforcement Areas
  - C. 2<sup>nd</sup> Reading, Ordinance No. 3468 - Chronic Nuisance Properties
  - D. Ordinance No. \_\_\_\_ - Single Lot Local Improvement District
9. **Department Items**
  - A. Stewart Park Golf Course Concessionaire Agreement Assignment
    1. OLCC Change of Ownership, Stewart Park Golf Course
  - B. Fairmount Storm Drainage Improvement Bid Award
  - C. Slurry Seal Bid Award
  - D. Main Reservoir Piping Engineering Design Contract
  - E. Spruce/Parrott Improvement Bid Award
  - F. Spruce/Parrott Construction Management Contract
  - G. ParkSmart Parking Program Agreement
10. **Items From Mayor, Council or City Manager**
11. **Informational**
  - A. Activity Report
12. **Executive Session ORS 192.660(2)**
13. **Adjournment**

**REMINDER – URBAN RENEWAL AGENCY BOARD MEETING IMMEDIATELY FOLLOWING**

**\*\*\* AMERICANS WITH DISABILITIES ACT NOTICE \*\*\***

Please contact the City Recorder's Office, Roseburg City Hall, 900 SE Douglas, Roseburg, OR 97470-3397 (Phone 541-492-6866) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TDD users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

## **AUDIENCE PARTICIPATION INFORMATION**

*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 do so under “Audience Participation. For other items on the agenda, discussion typically begins with a staff report, followed by questions from Council. If you would like to comment on a particular item, please raise your hand after the Council question period on that item.

### **CITIZEN PARTICIPATION – NON-AGENDA ITEMS**

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

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

1. Postpone the public comments to “Items From Mayor, Councilors or City Manager” 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.*

***Thank you for attending our meeting – Please come again.***

***The City Council meetings are aired live on Charter Communications Cable Channel 191 and rebroadcast on the following Tuesday evening at 7:00 p.m. Video replays and the full agenda packet are also available on the City’s website: [www.cityofroseburg.org](http://www.cityofroseburg.org).***

**MINUTES OF THE REGULAR MEETING  
OF THE ROSEBURG CITY COUNCIL  
May 9, 2016**

Mayor Larry Rich called the regular meeting of the Roseburg City Council to order at 7:04 p.m. on Monday, May 9, 2016, in the City Hall Council Chambers, 900 SE Douglas, Roseburg, Oregon. Councilor Zielinski led the Pledge of Allegiance.

ROLL CALL

Present: Councilors Steve Kaser, Alison Eggers, Tom Ryan, Lew Marks, Victoria Hawks, Andrea Zielinski and John McDonald.

Absent: Councilor Ken Fazio.

Others present: City Manager Lance Colley, City Attorney Bruce Coalwell, City Recorder Sheila Cox, Finance Director Ron Harker, Human Resources Director John VanWinkle, Police Chief Jim Burge, Community Development Director Brian Davis, Public Works Director Nikki Messenger, Fire Chief Gregg Timm, Management Technician Debi Davidson and Troy Brynelson of The News Review.

MAYOR REPORTS

Council was reminded of the Budget Committee hearings which begin May 10<sup>th</sup> at 7:00 p.m.

COMMISSION/COUNCIL WARD REPORTS

Hawks reported the Historic Resources Review Commission approved new windows which will be installed in the Kohlhagen Building on Jackson Street.

AUDIENCE PARTICIPATION

Ashley Hicks, 742 SE Jackson, expressed concern about vandalism in downtown and the impacts of the weekly Feed the Burg event in Eagles Park. She requested sponsors of that event be required to pay park reservation fees and provide portable toilets.

CONSENT AGENDA

Ryan moved to approve the following Consent Agenda items excluding Item E:

- A. Minutes of the April 25, 2016 regular meeting.
- B. OLCC Ownership Change, Colony Market, 1612 NW Keasey.
- C. Intergovernmental Agreement with Douglas County Fire District #2 for division of assets/assumption of liabilities.
- D. Adopted Resolutions 2016-10 and 2016-11 amending general fees and water service fees.

Motion was seconded by McDonald and carried unanimously.

CONSENT AGENDA ITEM E. RESOLUTION NO. 2016-12 TRANSPORTATION GROWTH MANAGEMENT GRANT APPLICATION

McDonald recused himself from participating as he is employed by ODOT. Davis reported the request is for a grant from ODOT for a zone overlay for SE Pine Street north of Douglas Avenue to help resolve conflicts between the Waterfront Plan and the Land Use and

Development Ordinance. McDonald explained the process for the rolling grant program which he anticipated would begin in the fall and take one year to complete with approvals through the Public Works Commission, Planning Commission and City Council. He and Davis responded to questions from Martha Bryson, 1026 SE Stephens, as to the nexus with transportation matters. Ryan moved to adopt Resolution No. 2016-12 supporting the application of a Code Assistance Grant through the Transportation Growth Management Program for purposes of creating a zoning overlay for the SE Pine and Douglas Area. Motion was seconded by Marks and carried with McDonald abstaining.

**PUBLIC HEARING – CDBG GRANT APPLICATION FOR UCAN HEAD START**

At 7:22 p.m., Rich opened the public hearing regarding a proposed Community Development Block Grant. Davis reported that United Community Action Network (UCAN) is once again asking for City assistance in constructing a new Head Start Building on the UCAN Campus. They wish to access \$2 million in Community Development Block Grant (CDBG) funds from the Oregon Business Development Department that may be used for such purposes. A local jurisdiction must apply on their behalf, and because this project is inside the City limits, the City of Roseburg was the logical choice to assist them with the application. A grant application was submitted but did not receive an award in 2015. Since that time additional information has been received from the State on how to improve the application.

Davis read the following hearing notice into the record and reviewed the Staff report which is included in the Council record.

**“CITY OF ROSEBURG PUBLIC NOTICE AND NOTICE OF PUBLIC HEARING REGARDING 2016 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**NOTICE IS HEREBY GIVEN**, the City of Roseburg will conduct a public hearing on **Monday, May 9, 2016**, regarding the city’s intent to apply for a 2016 Community Development Block Grant.

The City of Roseburg is eligible to apply for a 2016 Community Development Block Grant from the Oregon Business Development Department. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes. Approximately \$11.5 million will be awarded to Oregon non-metropolitan cities and counties in 2016. The maximum grant that a city or county can receive is \$2,500,000.

The City of Roseburg is preparing an application for a 2016 Community Development Block Grant from the Oregon Business Development Department for construction of a Head Start facility on the United Community Action Network Campus. It is estimated that the proposed project will benefit at least 200 persons, of whom (99%) will be low or moderate income.

**The Roseburg City Council will hold its regularly scheduled meeting at 7:00 p.m. on Monday, May 9, 2016 in the City Council Chambers, Roseburg City Hall, 900 SE Douglas Avenue, Roseburg, Oregon.** A public hearing will be held by the Roseburg City Council at that meeting. The purpose of this hearing is for the Roseburg City Council to obtain citizen views and to respond to questions and comments about: community

development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project. Written comments are also welcome and must be received by **5:00 p.m. on May 9, 2016** at 900 SE Douglas Avenue. Both oral and written comments will be considered by the Roseburg City Council in deciding whether to apply. The location of the hearing is accessible to persons with disabilities.

More information about Oregon Community Development Block Grants, the proposed project, and records about the City of Roseburg's past use of Community Development Block Grant funds are available for public review at the Community Development Department, 3<sup>rd</sup> floor Roseburg City Hall, 900 SE Douglas Avenue, Roseburg, Oregon during regular office hours. Advance notice is requested. If special accommodations are needed, please notify City Recorder's Office so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate- income housing which is demolished or converted to another use will be replaced."

#### STAFF REPORT

**"ISSUE STATEMENT AND SUMMARY:** United Community Action Network (UCAN) is asking for City assistance in constructing a new Head Start Building on the UCAN Campus. They wish to access \$1,500,000 in Community Development Block Grant (CDBG) funds from the Oregon Business Development Department that may be used for such purposes. A local jurisdiction must apply on their behalf, and because this project is inside the city limits, the City of Roseburg was the logical choice to assist them with the application.

#### BACKGROUND

**Council Action History.** City of Roseburg submitted a CDBG application in September 2015 for this project which was not awarded. Funding for the project is still in place from foundation and local grants, community support, and UCAN agency sources which will be combined with CDBG grant of \$1,500,000 acquired by the City of Roseburg. The CDBG application will be submitted by September 30, 2016 with construction to follow in 2017.

**Analysis.** The purpose of the hearing is for the City Council to obtain citizens views about the project and to respond to comments about the proposed project. The Council will also invite comments regarding overall community development and housing needs, especially the needs of low and moderate income persons, as well as other needs in the community that might be assisted with a Community Block Grant project. At the hearing, the Council will consider both oral and written comments before deciding whether to proceed with the grant application for the proposed project.

Oregon Business Development Department CDBG funds may be used for construction of Public Community Facilities to provide shelter or services to persons with special needs. Head Start Centers meet the National Objective of Benefiting Low and Moderate Income Persons – Limited Clientele as Head Start Centers serve persons 0-5 years of age of whom at least 51% meet Low- and Moderate-Income limits. Maximum grant amounts of \$1,500,000

are available to such facilities as they rarely produce a reliable or sufficient revenue stream to repay a loan.

Currently, UCAN provides Head Start services to 200 children from Roseburg School District with a waiting list of at least 300 more. A new facility at the UCAN campus on Kenneth Ford Drive will consolidate operations while providing Head Start a permanent location. The campus currently buses children to the site for other programs.

Head Start has been renting various facilities for many years without long-term stability. Classrooms at schools or churches have been used, but oftentimes property owners re-let the space with little notice which disrupts service to children. Head Start also includes specific requirements for nutrition for its students; if a rented facility did not have a commercially certified kitchen or food service which met Federal guidelines, meals and snacks would need to be delivered to the children. The planned new construction includes a commercial kitchen on site which will meet requirements for all Head Start students.

The City is the applicant and ultimately responsible for all aspects of the CDBG project; although the City applies for funding in cooperation with UCAN, CDBG funds are awarded to the City. Under the standard CDBG process, City funds are then used to assist UCAN in the construction of the facility. As the responsible party, the City disperses funds to the project, becoming a lien holder on the project which ensures the facility continues its use as a Head Start Center for at least 5 years beyond administrative close out of the CDBG grant.

**Financial and/or Resource Considerations.** Construction of the building is budgeted at \$4,200,000. UCAN has committed private foundation grants totaling \$1,200,000 and a committed loan for \$1,500,000; the \$1,500,000 CDBG grant will cover the balance; \$500,000 of which is in the Grant fund of the proposed 2016-17 budget for preliminary engineering, architectural and other work.

Other than staff time needed to monitor the grant, no City funds would be used for this application. If awarded, a budget resolution to authorize expenditure of special purpose grant funds will be brought to Council for action.

**Timing Issues.** The third quarter funding cycle of 2016 CDBG ends September 30, 2016. Council approval at this meeting allows the application to be processed within the first award cycle for 2016. This has been the only CDBG application request received by the City in 2016."

As no one else wished to speak, the hearing was closed at 7:27 p.m. McDonald moved to approve the application request by UCAN and direct staff to move forward with the CDBG application process prior to September 30, 2016. Motion was seconded by Hawks and carried unanimously.

**ORDINANCE NO. 3463 – LOOKINGGLASS PROPERTY ANNEXATION/ZONE CHANGE AND WITHDRAWAL FROM DOUGLAS COUNTY FIRE DISTRICT NO. 2**

Cox read Ordinance No. 3463 for the second time, entitled: An Ordinance Annexing 0.76 Acres of Property Commonly Known as 1669 W Lookingglass, Withdrawing the Property From Douglas County Fire District 2, and Amending the Roseburg Zoning Map. Ryan moved to adopt the ordinance, seconded by Marks. Roll call vote was taken and motion carried unanimously. Rich proclaimed the adoption of Ordinance No. 3463.

#### ORDINANCE NO. 3464 – PARKS AND RECREATION COMMISSION RESPONSIBILITIES

Cox read Ordinance No. 3464 for the second time, entitled: Amending Roseburg Municipal Code Subsection 2.24.020 to Add Serving as the City's Tree Board to the Duties of the City of Roseburg's Parks and Recreation Commission. Ryan moved to adopt the ordinance, seconded by Hawks. Roll call vote was taken and motion carried unanimously. Rich proclaimed the adoption of Ordinance No. 3463.

#### ORDINANCE NO. 3465 – ACCESS POINT TELECOMMUNICATIONS FRANCHISE

Cox reported that Access Point, Inc. began offering services in Roseburg in July 2015 and has now submitted the proper application for a franchise agreement. Cox read Ordinance No. 3465 for the first time, entitled: An Ordinance Granting a Telecommunications Franchise to Access Point, Inc. Effective Retroactively to July 1, 2015. Ryan moved to suspend the rules and proceed with second reading. Motion was seconded by Kaser and carried unanimously. Cox read Ordinance No. 3465 for the second time. Marks moved to adopt the ordinance, seconded by Hawks. Roll call vote was taken and motion carried unanimously. Rich proclaimed the adoption of Ordinance No. 3465.

#### ORDINANCE NO. 3466 – PACIFIC POWER ELECTRIC UTILITY FRANCHISE

Cox reported that Pacific Power agreed to terms and conditions for a new agreement with a ten year term which increases the franchise fee from 7% to 9% of gross revenues. Other operational changes were agreed to by both parties. It was estimated that the 2% increase will generate \$400,000 per year, 15% which would be dedicated to the Transportation Fund. Cox read Ordinance No. 3466 for the first time, entitled: An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Pacificorp and Repealing Ordinance No. 2937 and No. 3317.

#### CRIMINAL ACTIVITY ORDINANCES

Colley presented three proposed ordinances intended to address behavior and criminal activity problems throughout the City, but primarily in downtown. He emphasized that the ordinances were not designed to address homeless issues, but strictly criminal activity.

#### **Enhanced Law Enforcement Area (ELEA)**

Coalwell stated the ordinance was patterned after Ashland and Bend. A person may be prohibited from entering the ELEA for 180 days if that person has been cited to appear, arrested or otherwise taken into custody for a variety of listed crimes on three or more occasions within the ELEA. An appeal may be filed within five days and during that appeal, the order is stayed. There are provisions for someone to enter the ELEA if they have documented appointments, i.e. court appearance, medical appointment, etc. Colley noted that two Oregon cities have eliminated their ELEA's for political reasons. Administratively, Staff supported those ELEA's. Colley stated Bend representatives indicated their zone is successful and has been enlarged. Ashland is enhancing their area areas and implementing additional restrictions. The sanction for violating the ELEA exclusion order is a Criminal Trespass II citation which is a misdemeanor. Staff is working with Douglas County on whether we can ensure there are beds available in the jail specifically for the City of Roseburg. It was noted that conviction is not necessary to impose the prohibition and requires three separate instances versus three citations issued for one instance.

### **Chronic Nuisance Properties**

This ordinance was based upon Portland provisions which allow the Police Chief to declare a property a chronic nuisance if the police have documented multiple nuisance responses at a specific property or within 200 feet of that property over a specified period of time. The person responsible for the property may be charged up to \$100 per day until the nuisance is resolved. The nuisance is defined as one in which three nuisance activities occur within a thirty day period. After the second instance, Staff would work with the responsible person to resolve the problem rather than reach impasse. Kaser agreed the ordinance could be effective for drug house activity but was concerned how it would apply to businesses or churches that cannot control what customers may do in the vicinity of their property. Bruce stated it would be important to establish a clear chain that can be linked between the activity that is happening and the source of it.

### **Shopping Cart Regulations**

This ordinance adopts Oregon State Statutes which have been in effect for appropriately ten years and address unauthorized appropriation of shopping carts and recovery of abandoned shopping carts. There is a presumption that someone possessing a shopping cart, not near the premises of the cart's owner, has stolen the cart. Burge indicated that someone in possession of a cart would have to empty it out. The Police Department would assist them in finding a safe place to store their belongings. He cited a recent incident in which a cart was found abandoned, and Safeway came immediately to take custody of the cart. Currently, violations of the ORS are cited into Circuit Court. Adoption as a City ordinance allows the Police to handle it locally and more efficiently, and it would be adjudicated in Municipal Court.

### **Public Input**

The following people spoke to the proposed ordinances.

- Joe Ross, Laredo Drive, cited his e-mail to Council outlining concerns with inconsistencies between the first two ordinances and hoped for an opportunity to discuss homeless concerns with the Council.
- Downtown Roseburg Association President Jim Caplan, 145 Agape Court, noted the difficulty in balancing the general citizenry and homeless people but supported provisions which would enhance security and create a nuisance free experience for everyone downtown.
- Faith Roman, 500 SE Douglas, spoke to problems with people around her business property and supported adoption of the ordinances.
- Bruce Roman, 500 SE Douglas, stated his concern about crime that accompanies homelessness. He had heard that a Seattle Judge is providing one-way tickets to Roseburg which has a reputation as a good place for homeless people.
- Sieglene Dozier, 290 SE Douglas, shared concerns about a homeless person's pit bull which has attacked multiple people.
- Sharon Lee Schwartz, 1300 SE Washington, believed the ordinances were directed at homeless people and should be carefully scrutinized.
- Bernie Woodard, 310 SE Pine, supported the ordinances, cited experience with the previously discussed pit bull and suggested portions of the bike paths be privatized.
- Sue Waite, 270 SE Pine, also noted the pit bull attacked her dog as well and while having sympathy for the homeless did not believe they should be allowed to break the law.
- Martha Bryson, 1026 SE Stephens, spoke to her experiences with the homeless, many of which are mentally ill. She considered them to be residents who didn't have a home.

- Ann Vaughn, 648 SE Fisher, was concerned the ELEA did not require conviction and could preclude people from appearing in court or seeking services downtown.
- Jessie Springer, 1067 SE Main, believed effort should be expended to provide services to the chronically homeless rather than adopting the ordinances.
- Cora McKinney, 663 W Hazel, noted her downtown customers are afraid to come downtown because of the harassment from transients.
- Gordon Brown 1567 SE Pine, supported the ordinances as a great step forward and noted that homelessness was a separate issue.

#### ORDINANCE NO. 3467 – ENHANCED LAW ENFORCEMENT AREAS

Kaser expressed the following concerns about the ordinance: 1) Five day appeal period was too short; 2) Inclusion of littering in the listed offenses; 3) Whether the 180 prohibition period is standard; 4) There is no limit on length of time to earn the “three strikes”; and 5) Prohibition from the ELEA does not require conviction. Zielinski believed the police would use discretion on the littering, but supported giving the police “teeth” to take care of criminal activities. McDonald supported the ordinance to remove the worst trouble makers from downtown and not degrade it for everyone else. He noted that Council’s consideration was not taking place in a vacuum as many were involved with other groups working on homeless issues.

Colley explained that the boundary of the ELEA was identified based on the level of criminal behavior. It can be modified in the future and additional areas can be adopted. Eggers noted the problem travelers that are coming through town are a different breed, harming residents, the homeless and the mentally disturbed. Kaser appreciated the intent of the ordinance, but saw no reason to rush adoption or bypass court adjudication by not having a conviction requirement. Burge explained that at the time of citation issuance, a court date is given for a date three weeks out. That can and has been reduced to three days if needed. Conviction can be much further out if the person fails to appear.

Cox read Ordinance No. 3467 for the first time, entitled: An Ordinance Adding Chapter 7.12 to the Roseburg Municipal Code Establishing Regulations Regarding Enhanced Law Enforcement Areas.

#### ORDINANCE NO. 3468 – CHRONIC NUISANCE PROPERTIES

Kaser reiterated his concern about possible situations such as people attending A.A. in a church causing problems later in the vicinity. Coalwell indicated there was an administrative process that goes to the City Manager for dialogue before it comes down to criminal charges. Cox read Ordinance No. 3468 for the first time, entitled: An Ordinance Adding Chapter 7.14 to the Roseburg Municipal Code Establishing Regulations Regarding Chronic Nuisance Properties.

#### SHOPPING CART REGULATIONS

Burge stated the ordinance would help expedite the removal of abandoned carts and many chain stores are accustomed to the ordinance statewide. Consensus was to delay first reading of the ordinance to allow Staff time to receive input from local businesses that would be affected.

COMMUNITY CONCEPT ADVERTISING CAMPAIGN FOR U.S. OLYMPIC TRIAL

Davis reported that a group of community leaders seeking to improve the image of Roseburg after the UCC tragedy recommended an image campaign for Roseburg and Douglas County. As part of that, it was suggested that the City take advantage of the upcoming US Olympic Trials in Eugene as a first step in a larger long-term campaign. Marks moved to approve up to \$25,000 to support AHM's Community Concept Ad Campaign for the US Olympic Trials. Motion was seconded by McDonald and carried unanimously.

ITEMS FROM MAYOR, COUNCILORS OR CITY MANAGER

Zielinski invited everyone to attend the Peace Officer Memorial on May 17<sup>th</sup> at 9:00 a.m. on the Douglas County Courthouse steps at 9:00 a.m. McDonald invited everyone to the Memorial Tribute Day at 11:00 a.m. at the VA Cemetery Annex.

Meeting recessed at 9:28 p.m. in order for Council to convene in executive session under the authority of ORS 192.6660(2)(i). The meeting reconvened at 9:45 p.m. at which time the meeting was adjourned.



Debi Davidson  
Management Technician

**MINUTES OF THE SPECIAL MEETING  
OF THE ROSEBURG CITY COUNCIL  
May 9, 2016**

Mayor Larry Rich called a special meeting of the Roseburg City Council to order at 6:00 p.m. on Monday, May 9, 2016, in the City Hall Council Chambers, 900 SE Douglas, Roseburg, Oregon.

ROLL CALL

Present: Councilors Alison Eggers, Tom Ryan, Lew Marks, Victoria Hawks, Andrea Zielinski, Steve Kaser and John McDonald.

Absent: Councilor Ken Fazio.

Others present: City Manager Lance Colley, City Attorney Bruce Coalwell, City Recorder Sheila Cox, Finance Director Ron Harker, Human Resources Director John VanWinkle, Police Chief Jim Burge, Community Development Director Brian Davis, Public Works Director Nikki Messenger, Fire Chief Gregg Timm and Management Technician Debi Davidson.

INFRASTRUCTURE FUNDING - TRANSPORTATION

Messenger reported that according to the Five Year Pavement Maintenance Plan \$1.44 million is required annually versus the current \$800,000. For the next three years Urban Renewal Funds will supplement the program for streets within the Urban Renewal District. Current budgeted revenues and expenditures were reviewed showing we are approximately \$1.2 million short of completing planned projects and sufficiently maintaining streets.

It was noted that we have a tax base of 22,000 with estimates of 40,000 to 60,000 people using the streets on a daily basis. With that in mind, five funding options were presented for consideration:

Gas Tax would be paid by a greater number of users. Twenty-four Oregon cities have a tax ranging from 1 to 5 cents per gallon. There are 18 stations within the City and 10 outside the City but within 10 miles. This requires voter approval. The fuel supplier actually pays the tax to the Oregon Department of Revenue which then distributes to the cities.

Transportation Utility Fee can be established with Council vote and can be a fixed amount, based on trip generation, parking spaces requirements or some other nexus to transportation. Based on trip generation, a 2009 estimate at \$3.0 per month per equivalent residential unit would generate \$885,000 annually. This would apply only to properties within the City.

Franchise Fees could be raised, where possible. Currently 15% of these fees are dedicated to pavement management. Franchise fees could be implemented upon RUSA and Roseburg Disposal which have a tremendous impact on the streets. Roseburg Disposal currently pays an annual fee of \$35,000. A sanitary sewer franchise imposed by another city was recently upheld in court as a legitimate fee. Telecommunication franchises are currently at the maximum level. This fee would be passed on only to residents and businesses within the City.

Bond Levies and capital project levies can be levied for up to ten years with voter approval. To generate \$1 million annually would require a tax rate of approximately 65 cents per \$1,000 of assessed value, is outside the constitutional limits and does not compress other taxing jurisdictions.

Outside City water fee. The fee is currently \$10 per month and is dedicated to the General Fund. This generates approximately \$343,000 annually. A similar fee, paid by those outside the City limits could be dedicated to the Transportation Fund.

Transportation System Development Charges are collected when a development goes in or a water meter is set to account for impacts to the transportation system caused by that development. Methodology was updated a few years ago, but upon Council direction, only 25% of the amount is charged. At 25% it is anticipated \$125,000 will be generated for the next fiscal year.

Colley indicated that May 2017 would be the earliest to bring forward an option which requires voter approval and a lot of community support would need to be generated. Currently any new or revised transient room tax is required to be spent on tourism which has a narrow definition of "tourism related facilities." The League of Oregon Cities has asked the Legislature for broader language which would include transportation systems that are impacted by or lead to a tourism related facility.

Councilors shared their view on each proposal with the majority favoring pursuing further information on the gas tax. It was noted that some communities charge a lesser tax in the winter and higher in the summer when tourism increases. Some interest was expressed in the outside City fee. Colley was asked to discuss the potential of a sanitary sewer franchise with the Director of RUSA. Kaser requested specific information on how other cities were successful in getting their electors to approve the tax. Colley indicated Staff would provide a follow-up report in late June.

Meeting adjourned at 6:58 p.m.

  
Debi Davidson  
Management Technician

*CAC*  
*5/16/16*

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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## U-TRANS SERVICE AGREEMENT

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Meeting Date: May 23, 2016  
Department: City Manager  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

Agenda Section: Consent  
Staff Contact: Debi Davidson  
Contact Telephone Number: 492-6866

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### ISSUE STATEMENT AND SUMMARY

An agreement is being presented between the City and United Community Action Network (UCAN) for operation of the transit system for fiscal year 2016/2017.

### BACKGROUND

#### A. Council Action History.

In 2007, the City Council approved an intergovernmental agreement with Douglas County in regard to the City's contribution toward operation of the transit system. In 2010, Umpqua Community Action Network became the contract operator of the system. Since that time, the City has entered into one-year service agreements with UCAN.

#### B. Financial and/or Resource Considerations.

The transit system was originated by the Umpqua Regional Council of Governments. Beginning in the year 2000, the City contributed \$21,000 annually toward operations. In 2008, Douglas County took over operations, and the City's contribution was increased to \$75,000 annually. Due to increased fare revenue and cost reductions, UCAN reduced the requested contribution to \$60,000 in 2010. This amount is included in the proposed 2016/2017 budget.

#### C. Analysis.

The attached agreement has been prepared under the same terms as previous transit services agreements.

### COUNCIL OPTIONS

The City Council has the option to:

1. Approve the agreement as submitted.
2. Direct Staff to amend the agreement.
3. Choose not to approve the agreement.

### STAFF RECOMMENDATION

Staff recommends the City Council approve the agreement as submitted.

### RECOMMENDED MOTION

*I move to approve the Agreement for Transit Services between the City of Roseburg and United Community Action Network.*

**ATTACHMENTS** Agreement

## AGREEMENT FOR TRANSIT SERVICES

This agreement is made effective the 1<sup>st</sup> of July 2016 between UNITED COMMUNITY ACTION NETWORK, an Oregon non-profit organization, and CITY OF ROSEBURG ("CITY") regarding funding for U-TRANS. This agreement covers the service period of July 1, 2016 to June 30, 2017.

### RECITALS

Whereas UNITED COMMUNITY ACTION NETWORK (UCAN) operates the U-TRANS public transportation system in Roseburg and surrounding communities ("U-TRANS"); and

Whereas, U-TRANS is currently not self-supporting; and

Whereas, City has agreed to contribute funds to UCAN to be used in the operation of U-TRANS:

### THE PARTIES AGREE:

1. **SERVICES:** Subject to budgetary restrictions, and to the extent that UCAN, in its sole discretion deems feasible, UCAN will continue to operate U-TRANS in and around Roseburg.
2. **PAYMENT:** As a contribution toward the costs of operating U-TRANS, City will remit \$60,000.00 for the 2016-2017 fiscal year. The contribution will be made in quarterly installments of \$15,000 each, conditional upon funding participation by all benefitting communities.
3. **FINANCIAL REPORTS:** UCAN shall provide City with the U-TRANS operating budget for FY 2016/2017 and an annual financial report at the conclusion of that fiscal year.
4. **PARK AND RIDE.** City shall install appropriate signage to reserve the City property located at 1200 NE Stephens Street to serve as a "Park and Ride" lot for U-TRANS passengers. As this property may be used for future street infrastructure, City reserves the right to terminate this clause of the contract with sixty days' written notification.
5. **APPLICABLE LAWS:** The laws of the State of Oregon shall be used in construing the agreement and enforcing rights and remedies of the parties.
6. **INDEMNIFICATION:** UCAN shall defend, indemnify and save City, its officers, agents and employees harmless from any and all claims, actions, costs, judgments, damages and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, proximately caused by the negligence or other wrongful acts of UCAN, its officers, agents and employees, pertaining to the project, the services or arising out of this agreement.
7. **TERMINATION BY UCAN:** UCAN may, in its sole discretion, decide to terminate operation of U-TRANS in its entirety, or within the city limits of Roseburg, Oregon. City shall

not be required to remit payment for any quarter in which transit services are not provided within said limits.

8. **TERMINATION BY CITY:** City enters into this agreement with the understanding that all communities benefitting from U-TRANS services shall contribute a pro-rated amount toward U-TRANS operations. In the event, another such community continues to receive U-TRANS services without making pro-rated financial contribution, City reserves the right to terminate this agreement by giving written notice to UCAN at least thirty days in advance of such termination. Written notice shall be effective upon the date the written notice is provided. City shall not be required to remit payment for that portion of any quarter remaining beyond the date of notification.

**CITY OF ROSEBURG**

**UNITED COMMUNITY ACTION NETWORK**

By \_\_\_\_\_  
C. Lance Colley, City Manager  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Mike Fieldman, Executive Director  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sheila R. Cox, City Recorder

*Handwritten:* 5/16/16



**ROSEBURG CITY COUNCIL  
AGENDA ITEM SUMMARY**

**EXTENDED SERVING AREA – EL DORADO RESTAURANT LLC**

**Meeting Date:** May 23, 2016  
**Department:** City Recorder  
**www.cityofroseburg.org**

**Agenda Section:** Consent *SRC*  
**Staff Contact:** Sheila R. Cox  
**Contact Telephone Number:** 492-6866

**ISSUE STATEMENT AND SUMMARY**

El Dorado Restaurant LLC has submitted a request to extend their restaurant and OLCC serving area on to the patio area abutting their establishment at 368 NE Winchester Street.

**BACKGROUND**

**A. Council Action History.** Council has approved this sort of request from other restaurants in the past, primarily along sidewalks in the downtown area, with the understanding the applicants would comply with the City’s sidewalk clearance requirements for outdoor cafes. Those requirements entail the business owner ensuring the following conditions are met:

1. Table and chairs must to be placed in a manner that does not impede pedestrian traffic or block the entrance/exit traffic area;
2. The entire serving area on the sidewalk must be kept clean at all times;
3. El Dorado’s insurance must be extended to include the outdoor serving area;
4. Council shall reserve the right to revoke the approval at any time; and
5. The waiver of alcoholic beverage possession and consumption shall be limited to the tables.

Even though the applicants will be placing tables in their “patio area” rather than on the sidewalk, Staff advised them of the City’s requirement that outdoor cafes using the sidewalk must maintain a minimum passage of five feet between all obstructions as shown on Attachment A. The applicants indicated they’d have no problem complying with those requirements.

**B. Analysis.** The El Dorado has requested permission to extend their OLCC license privileges to serve customers in their outdoor patio area which would accommodate four tables. Their OLCC outdoor control plan and sketch of premises, including the patio area are included as Attachment B.

**C. Financial and/or Resource Considerations.** n/a

**D. Timing Issues.** El Dorado is seeking approval in sufficient time to take advantage of the summer season.

**COUNCIL OPTIONS**

Council may recommend approval or denial of the extended serving area.

**STAFF RECOMMENDATION**

Staff recommends Council approval of the request subject to:

1. Continuance of the conditions outlined above;
2. Compliance with clearance requirements outlined in Attachment A; and
3. Outdoor usage shall not encroach upon neighboring frontage.

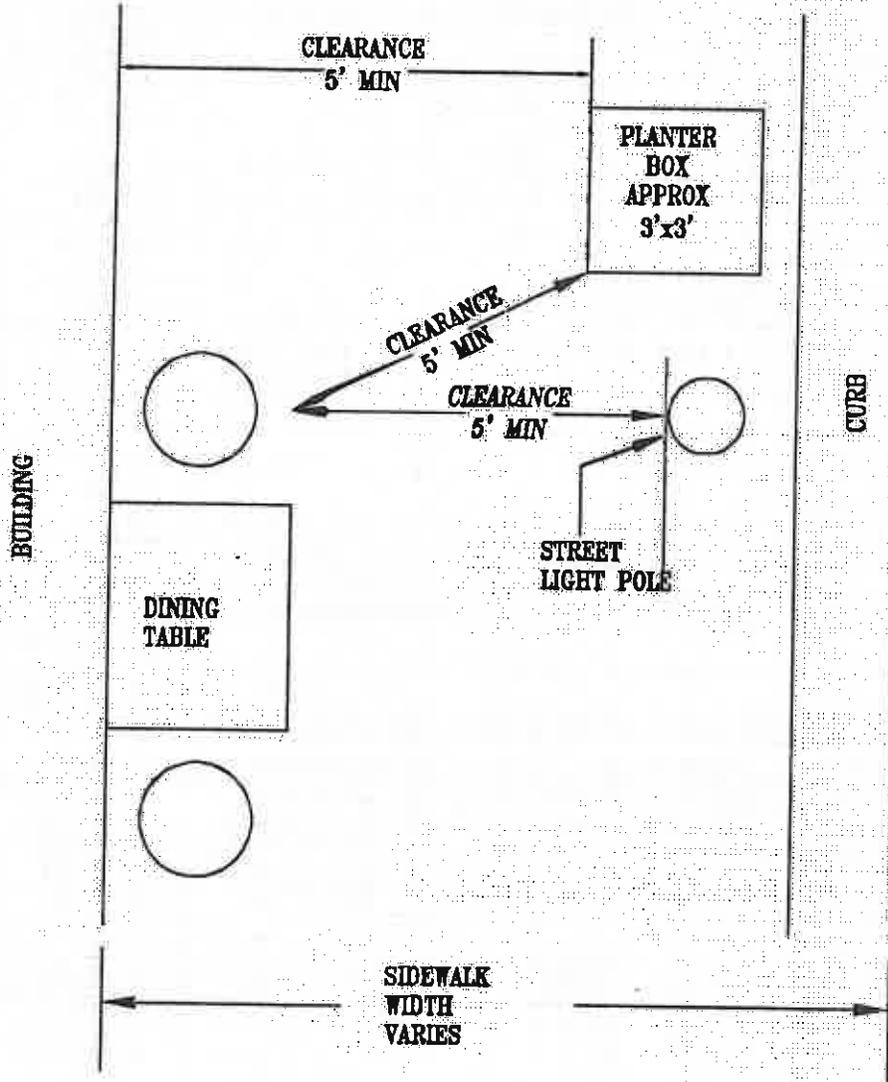
**SUGGESTED MOTION**

*"I MOVE TO APPROVE THE EXTENDED SERVICE AREA REQUEST FROM EL DORADO'S RESTAURANT LOCATED AT 368 NE WINCHESTER STREET SUBJECT TO THE CONDITIONS AS OUTLINED BY STAFF."*

**ATTACHMENTS:** A. Sidewalk Café Clearance Standards  
B. El Dorado's Information

**cc:** Applicant w/copy of agenda  
Chrono File

# SIDEWALK CLEARANCE REQUIREMENTS



OUTDOOR SERVING  
OF ALCOHOL BY  
COUNCIL  
AUTHORIZATION  
ONLY

A MINIMUM  
PASSAGE OF FIVE  
FEET SHALL BE  
MAINTAINED  
BETWEEN ALL  
OBSTRUCTIONS

CITY OF ROSEBURG  
PUBLIC WORKS DEPARTMENT

DATE: 6/8/01 SCALE: NTS

BY:

STANDARD DRAWING No. PW-026

DRWN: SLC REV: 6/08/01

SIDEWALK  
CLEARANCE REQUIREMENTS

APPRVD: CSB REV:

ATTACHMENT A: N/A





OREGON LIQUOR CONTROL COMMISSION  
**OUTDOOR CONTROL PLAN**

Applicant Name: EL DORADO RESTAURANT LLC Phone: 541-6725870  
 Trade Name (dba): EL DORADO RESTAURANT LLC  
 Business Location Address: 368 NE WINCHESTER ST  
 City: ROSEBURG Zip Code: 97470

REQUIREMENTS FOR LICENSING AN OUTDOOR AREA: Per OAR 845-005-0329 and OAR 845-005-0331, any outdoor area included as part of an annually licensed premises must have clearly defined boundaries. The applicant must have legal access to the area and, if the area is privately owned, must have written proof that the owner expressly allows the sale, service, and consumption of alcohol in the area. Amplified entertainment must not be allowed between 12:00 a.m. and 7:00 a.m. The applicant must also demonstrate that there will be adequate supervision of the outdoor area to prevent problems and violations.

If the outdoor area does not abut a licensed building, there are additional restrictions on amplified music, hours of operation, sale for off-premises consumption, and the amount of alcohol a patron may possess. See OAR 845-006-0309 for full restrictions.

1. Please list and describe what barrier(s) will be used to define the boundaries of the license area:  
THE DESIGNATED AREA IS PROTECTED BY A WOOD FENCE WITH SINGLE ENTRANCE
2. Will minors be allowed in the outdoor area?  Yes  No  
 If no, describe your plan to prevent minor patrons from gaining access to the outdoor area:
3. List the primary activities within the outdoor area:  
FOOD AND BEVERAGES TO OUR CUSTOMERS
4. Will you ever allow amplified entertainment in the outdoor area?  Yes  No  
 If yes, amplified entertainment will never be allowed from the hours of \_\_\_\_\_ to \_\_\_\_\_
5. Describe the level of lighting the outdoor area will have to ensure the proper monitoring of patrons  
 A level of lighting sufficient to read common newsprint; or  
 A level of lighting that will be (please describe):
6. When the sale, service or consumption of alcohol is allowed in the outdoor area:  
 \_\_\_\_\_ employees will be on duty in the licensed area to monitor patron behavior; or  
 An employee with a service permit will go outside every 3 minutes to monitor patrons
7. Is the outdoor area visible from inside the licensed business through windows?  Yes  No  
 If yes, how many and what size? 3 WINDOWS 7X5"
8. If other methods for adequately managing the licensed area will be used, describe them here (or submit a separate written, dated, and signed plan):

Applicant Signature: Oscar Castillon Uma Date: 5-3-16

**EL DORADO RESTAURANT LLC**  
**368 NE Winchester St**  
**Roseburg, Or 97470**  
**541-672-5870**  
**Eldoradorestaurant7@yahoo.com**

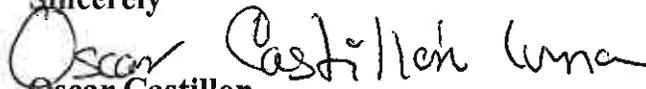
**May 2, 2016**

**To whom it may concern:**

**I would like to request permission to serve alcoholic beverages to our customer on the premises at 358 NE Winchester St in the patio area, which contains four tables and 16 chairs**

**Thank you**

**Sincerely**

  
**Oscar Castillon**  
**Owner**

James Walker  
358 NE Winchester St  
Landlord  
541-440-9617

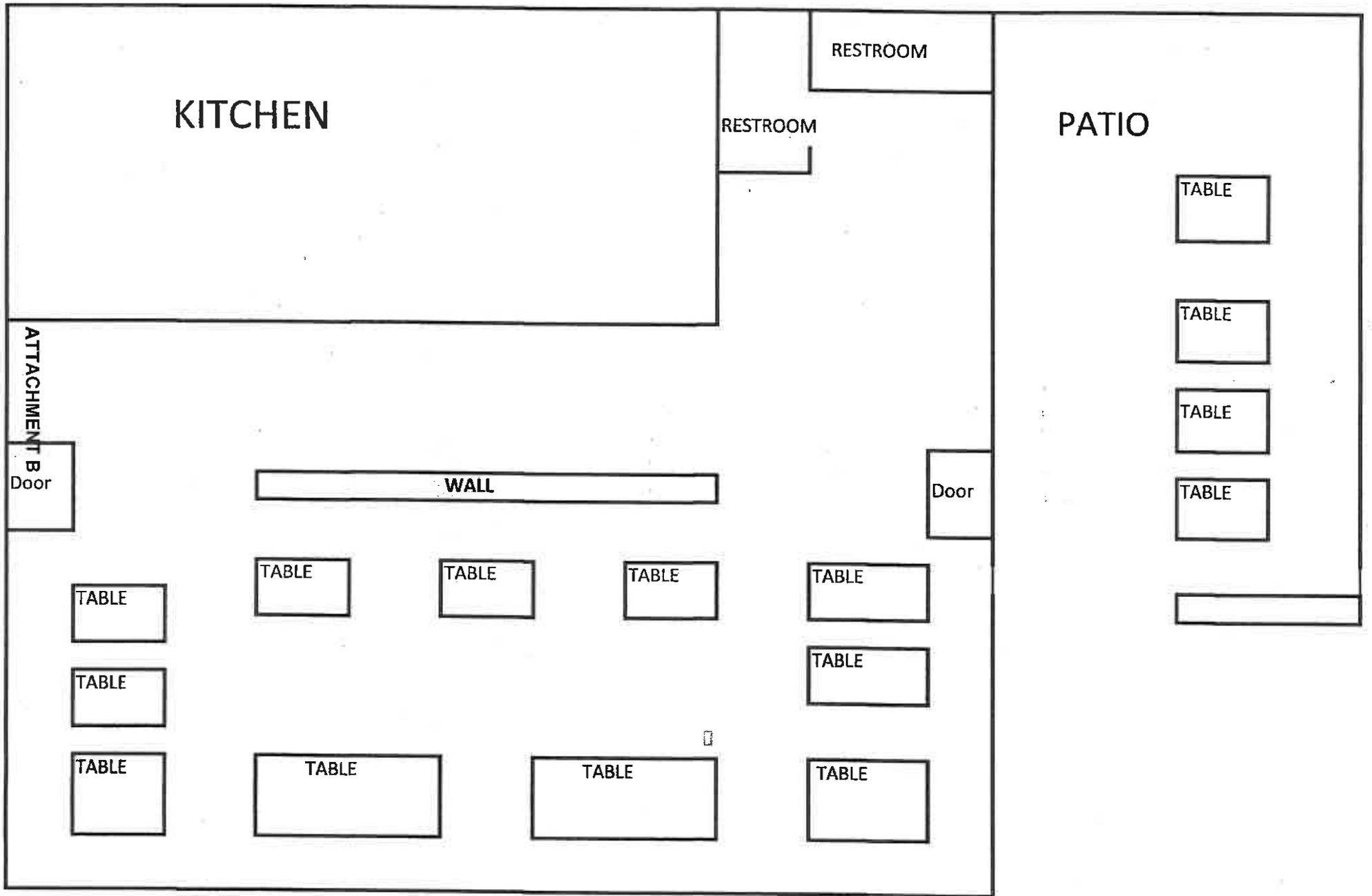
May 2, 2016

**Attn. OLCC**

**I am writing this letter to inform you that Oscar Castillon , Owner of El Dorado Mexican Restaurant LLC, has my permission and approval to seek permission to serve alcoholic beverages to his customers on the premises in the patio area**

Thank you

*James L. Walker*  
James Walker, member  
Landlord



— WINCHESTER ST. —

**ORDINANCE NO. 3466**  
**AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE**  
**TO PACIFICORP AND REPEALING ORDINANCE NO. 2937 AND NO. 3317**

**WHEREAS**, PacifiCorp d.b.a. Pacific Power (hereinafter referred to as "Grantee"), is a regulated public utility that provides electric power and energy to the citizens of the City of Roseburg (hereinafter referred to as "Grantor") and other surrounding areas;

**WHEREAS**, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public way of the Grantor; and

**WHEREAS**, the Grantor desires to set forth the terms and conditions by which Grantee shall use the Grantor's public way;

**NOW, THEREFORE, THE ROSEBURG CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1. GRANT OF FRANCHISE.** The Grantor hereby grants to Grantee, the right, privilege and authority ("Franchise") to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across:

- (a) Grantor's streets, alleys, bridges and rights of way;
- (b) Property owned by the Grantor over which Grantee maintains existing Electric Facilities as of July 1, 2016; and
- (c) All public utility easements accepted by Grantor (except for public utility easements in which Grantee's rights to locate therein are derived from private easement grants)

within the Grantor's corporate limits (collectively referred to herein as the "Public Way"), for the purpose of supplying and transmitting electric power and energy to the Grantor and its inhabitants.

**SECTION 2. SERVICE STANDARDS.** The service to be provided by Grantee shall be provided in accordance with Grantee's tariffs, including Oregon Rule 14, and all applicable laws and regulations.

Unless otherwise specified in a service agreement, electric service is intended to be continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuation. The Grantee does not guarantee constant or uninterrupted delivery of electric service and shall have no liability to its customers or any other persons for any interruption, suspension,

curtailment or fluctuation in electric service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from the following:

- (a) Causes beyond the Grantee's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breakdown of or damage to facilities of the Grantee or of third parties, acts of God, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which the Grantee's system is interconnected and acts or omissions of third parties;
- (b) Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service which, in Grantee's judgment, is necessary to permit repairs or changes to be made in Grantee's generating, transmission or distribution facilities or to eliminate the possibility of damage to Grantee's property or to the persons or property of others. To the extent practicable, such work, repairs or changes shall be done in a manner which will minimize inconvenience to the customer and, whenever practicable, the customer shall be given reasonable notice to such work, repairs or changes;
- (c) Automatic or manual actions taken by the Grantee, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Grantee's electrical system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in the Grantee's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers and switches; and/or
- (d) Actions taken by Grantee to conserve energy at times of anticipated deficiency of resources shall be in accordance applicable tariffs.

**SECTION 3. TERM.** The term of this Franchise is for ten (10) years commencing effective July 1, 2016, upon acceptance by the Grantee as set forth in Section 4 below.

**SECTION 4. ACCEPTANCE BY GRANTEE.** Immediately following the adoption of this ordinance by the City Council of the Grantor, the City Recorder shall forward a copy thereof to the Grantee. The Grantee shall sign the Acceptance Form attached hereto as Exhibit "A" and return the same to the City Recorder within thirty (30) days of the date the ordinance was adopted. If Grantee fails to sign and return the Acceptance Form as required by this Section, this ordinance and Franchise granted herein shall become null and void.

**SECTION 5. NON-EXCLUSIVE FRANCHISE.** The right to use and occupy the Public Way of the Grantor shall be nonexclusive and the Grantor reserves the right to use the Public Way for itself or any other entity that provides service to Grantor's residents;

provided, however, that such use shall not unreasonably interfere with Grantee's Electric Facilities or Grantee's rights granted herein.

**SECTION 6. GRANTOR REGULATORY AUTHORITY.** In addition to the provisions herein contained, the Grantor reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or local ordinances.

**SECTION 7. INDEMNIFICATION.** The Grantor shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Grantee of its Electric Facilities. Grantee shall indemnify, defend and hold the Grantor harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Grantee's use of the Grantor's Public Way, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The Grantor shall:

- (a) Give prompt written notice to Grantee of any claim, demand or lien with respect to which the Grantor seeks indemnification hereunder; and
- (b) Unless in the Grantor's judgment a conflict of interest exists between the Grantor and Grantee with respect to such claim, demand or lien, permit Grantee to assume the defense of such claim, demand, or lien with counsel satisfactory to Grantor. If such defense is not assumed by Grantee, Grantee shall not be subject to liability for any settlement made without its consent.

Notwithstanding any provision hereof to the contrary, Grantee shall not be obligated to indemnify, defend or hold the Grantor harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the Grantor or any of its officers or employees.

**SECTION 8. INSURANCE.** Grantee shall secure and maintain automobile, comprehensive general liability and property damage insurance that protects Grantee and Grantor, as well as the Grantor's officers, agents, employees and volunteers as outlined herein. The policies shall be maintained by the Grantee throughout the term of this Franchise, and such other period of time during which the Grantee is engaged in the removal of its Electric Facilities. Upon request, Grantee shall furnish certificates of insurance acceptable to Grantor. The certificate shall include the deductible or retention level. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.

**8.1 Commercial General Liability.** Grantee shall maintain continuously a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming Grantor as an additional insured, on a form satisfactory to Grantor, and expressly provide that the interest of the Grantor shall not be affected by Grantee's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Franchise, failure to do so shall be cause for immediate termination of this Franchise by Grantor. Any additional insured requirements included in this Franchise shall provide coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**8.2 Commercial Automobile Liability.** Grantee shall maintain continuously a commercial automobile liability insurance policy for owned, non-owned and hired vehicles with a limit of two million dollars (\$2,000,000) for each person and four million dollars (\$4,000,000) for each accident.

**8.3 Grantor as Additional Insured.** The insurance shall be without prejudice to any coverage otherwise existing and shall name Grantor and its officers, agents, volunteers, and employees as an additional insured. Notwithstanding the naming of an additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing in this Section shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between those insured on the policy.

**8.4 Notice of Cancellation.** The insurance policies shall provide that the insurance shall not be canceled or materially altered without thirty (30) days' prior written notice first being given to Grantor. If the insurance is canceled or materially altered within the term of this Franchise, Grantee shall provide a replacement policy with the same terms. Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required, upon and after July 1, 2016.

## **SECTION 9. ANNEXATION.**

**9.1 Extension of Grantor's Corporate Limits.** Upon the annexation of any territory to the Grantor's corporate limits, the rights granted herein shall extend to the annexed territory to the extent the Grantor has such authority. All Electrical Facilities owned, maintained, or operated by Grantee located within any Public Way of the annexed territory shall thereafter be subject to all of the terms hereof.

**9.2 Notice Required.** When any territory is approved for annexation to the Grantor's corporate limits, the Grantor shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Grantor:

- (a) Each site address to be annexed as recorded on county assessment and tax rolls;
- (b) A legal description of the proposed boundary change; and
- (c) A copy of the Grantor's ordinance approving the proposed annexation.

The notice shall be mailed to:  
PacifiCorp Customer Contact Center  
P.O. Box 400  
Portland, Oregon 97202-0400

With a copy to:  
PacifiCorp  
Attn: Office of the General Counsel  
825 N.E. Multnomah, Suite 2000  
Portland, Oregon 97232

**9.3 Fees or Taxes.** Additional or increased fees or taxes, other than ad valorem taxes, imposed on Grantee as a result of an annexation of territory to the Grantor's corporate limits shall become effective on the effective date of the annexation provided notice is given to Grantee in accordance with ORS 222.005, as amended from time to time.

## **SECTION 10. PLANNING, DESIGN, CONSTRUCTION AND INSTALLATION OF GRANTEE'S FACILITIES.**

**10.1 Applicable Laws.** All Electric Facilities installed or used under authority of this Franchise shall be located, installed, used, constructed and maintained in accordance with applicable federal, state, local and Grantor's laws, codes and regulations.

**10.2 Permit Required.** Except in the case of an emergency, Grantee shall, prior to commencing new construction, major reconstruction or major (capital) repair work in the Public Way, apply for a permit from the Grantor which permit shall not be unreasonably withheld, conditioned, or delayed. Grantee will abide by all applicable ordinances, rules, regulations and requirements of the Grantor; and the Grantor may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event emergency repairs are needed to Grantee's Facilities in the Public Way, Grantee shall promptly notify Grantor of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for the appropriate permits, if applicable, no later than the fifth (5th) business day following the discovery of the emergency.

**10.3 Construction Schedule and Maps.** Before beginning any new construction in the Public Way, Grantee shall provide Grantor through the permitting process with an initial construction schedule for the work with its permit application. Grantee will also provide a one line sketch and map identifying the work to be performed and the location. If alterations are made to the proposed work, an "as built" will be provided after construction. Maps shall be in a form acceptable to both Grantee and Grantor.

**10.4 Limited Interference.** All Electric Facilities shall be located and installed so as to cause minimum interference with the Public Way of the Grantor and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the Grantor.

**10.5 Damage and Restoration.** If, during the course of work on its Electrical Facilities, Grantee causes damage to, disturbs or alters the Public Way, Grantee shall (at its own cost and expense and in a manner preapproved by the Grantor) promptly replace, repair and restore the Public Way to a condition comparable to that which existed before the work commenced; provided that Grantee shall restore concrete cuts and asphalt work in roadways in such a manner as to meet Grantor's current construction standards.

**10.6 New Facilities Underground.** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Grantee shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by an ordinance of the Grantor.

**10.7 Grantor's Right to Use Facilities.** The Grantor shall have the right without cost to use all poles and suitable overhead structures owned by Grantee within the Public Way for Grantor's wires used in connection with its fire alarms, police signal systems, traffic control systems or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the Grantor for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Grantee shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the Grantor shall be in such a manner as to prevent safety hazards or interferences with Grantee's use of same. Nothing herein shall be construed to require Grantee to increase pole size, or alter the manner in which Grantee attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. Subject to the other requirements of this Paragraph, if there is insufficient space available on Grantee's Electric Facilities, such Electric Facilities may be changed, altered or rearranged at the expense of the Grantor so as to provide proper clearance for such wires or appurtenances. Grantor attachments shall be installed and maintained in accordance with the requirements of Grantee and the current edition of the National Electrical Safety Code pertaining to such construction. Further, Grantor attachments shall be attached or installed only after written approval by Grantee. Grantee agrees that each contract or agreement it executes with any other entity which allows said entity to use Grantee's Facilities in the Public Way will require the entity to obtain prior authorization by licensee, franchise or other suitable agreement from Grantor to operate within Grantor's area of jurisdiction.

**10.8 Excavation.** Grantee shall have the right to excavate the Public Way subject to reasonable conditions and requirements of the Grantor. Before installing new underground conduits or replacing existing underground conduits, Grantee shall first

notify the Grantor of such work and shall allow the Grantor, at its own expense, to share the trench of Grantee to lay its own conduit therein, provided that such action by the Grantor will not unreasonably interfere with Grantee's Electric Facilities or delay project completion.

**10.9 Notice of Work by Grantor.** Before commencing any major (capital) street improvements within the Public Way that may affect Grantee's Electric Facilities, the Grantor will give written notice to Grantee.

**10.10 Grantee's Access.** No structures, buildings or signs shall be erected in a location that prevents Grantee from accessing or maintaining its Electric Facilities.

## **SECTION 11. REMOVAL, RELOCATION OR TEMPORARY REARRANGEMENT OF ELECTRIC FACILITIES.**

**11.1 Public Interest.** Whenever Grantor requires Grantee to remove, relocate or temporarily rearrange overhead or underground Electric Facilities within the Public Way in connection with a project of the Grantor that is in the interest of public convenience, necessity, health, safety or welfare, including but not limited to a local improvement, Grantee shall perform such work at its own expense and at no cost to the Grantor. Grantee shall commence such removal, relocation or temporary rearrangement within sixty (60) days after written notice from the Grantor or such longer period as may be required if despite Grantee's diligent efforts, it is not reasonably practical for Grantee to commence such work within sixty (60) days and shall diligently prosecute such work to completion. Before requiring the removal, relocation or temporary rearrangement of Electric Facilities, the Grantor shall, with the assistance and consent of Grantee, identify a reasonable alignment for the removed, relocated or temporarily rearranged Electric Facilities within the Grantor's Public Way. In cases of improvement projects undertaken by the Grantor, Grantee shall convert existing overhead distribution facilities to underground, so long as Grantee is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

**11.2 Private Interest.** Notwithstanding Section 11.1, Grantee shall not be obligated to pay the cost of any removal, relocations or temporary rearrangements that is required or made a condition of private development, including development of a non-City governmental agency. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer to recover the cost for the relocation work. For example, Grantee shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition a permit issued to a private development. In such event, the Grantor shall require the developer to pay Grantee for such relocation costs as part of its approval procedures.

**11.3 Moving of Buildings or Structures.** Upon reasonable advance notice from Grantor, when necessary in order to permit any duly authorized person to move any building or structure across or along any Public Way within Grantor's boundaries, Grantee shall temporarily raise or remove its Facilities from such Public Way at such time and in such manner as may be reasonably required to accommodate such moving, consistent with the maintenance of proper service to Grantee's customers. The cost to Grantee for such temporary raising or removal, and of any interruption of Grantee's service to its customers caused by such action, shall be paid or satisfactorily secured to Grantee by the owner or mover of such building or structure in advance of the raising or removal of Grantee's Facilities.

**SECTION 12. VEGETATION MANAGEMENT.** Subject to all of Grantor's present and future charter provisions, ordinances, rules and regulations with regard to tree pruning, Grantee or its contractor may prune all trees and vegetation which overhang the Public Way, whether such trees or vegetation originate within or outside the Public Way to prevent the branches or limbs or other part of such trees or vegetation from interfering with Grantee's Electrical Facilities. Grantee shall prune or cut back said trees or vegetation in compliance with Oregon Public Utility Commission and National Electric Safety Code. Such pruning shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Grantee, when necessary and with the written approval of the owner of the property upon which trees may be located, from cutting down and removing any trees which overhang in the Public Way. Except as otherwise provided under applicable laws and regulations Grantee will notify property owners of the pruning activities and acquire written permission from the property owner prior to tree or vegetation removal. In the event of a conflict between Grantor's charter provisions, ordinances, rules and regulations with regard to tree pruning and requirements of Oregon state law, the Oregon Public Utility Commission and/or the National Electric Safety Code, the provisions of Oregon state law, Oregon Public Utility Commission and National Electric Safety Code shall prevail.

**SECTION 13. FRANCHISE FEE.**

**13.1 Fee Based on Gross Revenues.** In consideration of the rights, privileges, and Franchise hereby granted, Grantee shall pay to Grantor from and after July 1, 2016, a franchise fee equivalent to nine percent (9%) of its gross revenues derived from within the Grantor's corporate limits. The term "gross revenue" as used herein shall be construed to mean any revenue of Grantee derived from the sale and use of electric power and energy within the municipal boundaries of the Grantor after adjustment for the net write-off of uncollectible accounts and corrections of bills, in each case, of customers within Grantor's corporate boundaries. Said franchise fee shall be paid monthly on or before the 25<sup>th</sup> of each month during the term of the Franchise, and shall be calculated upon the gross operating revenue accrued during the previous calendar month or portion thereof.

**13.2 Grantor's Review of Computations.** All amounts paid under this Section 13 shall be subject to review by the Grantor; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the Grantor notifies Grantee of its intent to conduct a review shall be subject to such review.

**13.3 Increase in Franchise Fee.** Notwithstanding any provision to the contrary, at any time during the term of this Franchise Grantor may elect to increase the franchise fee amount as may then be allowed by state law. The Grantor shall provide Grantee with prior written notice of such increase following adoption of the change in percentage by the Grantor. The increase shall be effective sixty (60) days after Grantor has provided such written notice to Grantee.

**13.4. Other Fees and Taxes.** The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes which might otherwise be levied or collected by the Grantor from Grantee with respect to Grantee's electric business or the exercise of this Franchise within the corporate limits of the Grantor. The amount due to the Grantor under any such other license, occupation, franchise or excise taxes for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

#### **SECTION 14. RENEWAL, EXTENSION, AND TERMINATION RIGHTS.**

**14.1** Upon the expiration of this Franchise, the Grantor shall have the right, at its election, to: renew or extend the Franchise to Grantee on terms mutually acceptable to both parties; invite additional proposals and award the franchise to another grantee; or terminate Grantee's rights and responsibilities established by this Franchise.

**14.2** Until such time as the Grantor exercises its rights under Section 14.1, Grantee shall continue to provide service to Grantor's inhabitants and Grantee's and Grantor's rights and responsibilities within the Grantor's corporate limits shall continue to be controlled by the terms of this Franchise.

**SECTION 15. NO WAIVER.** Neither the Grantor nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 16. TRANSFER OF FRANCHISE.** Grantee shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the Grantor shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of Grantee's mortgage(s) shall not constitute a transfer or assignment.

**SECTION 17. AMENDMENT.** At any time during the term of this Franchise, the Grantor, through its City Council, or Grantee may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by Grantor and Grantee, formally adopted by Grantor as an ordinance amendment and officially accepted in writing by Grantee.

**SECTION 18. NON-CONTESTABILITY—BREACH OF CONTRACT.**

**18.1 Interpretation.** Neither Grantor nor Grantee will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall Grantee be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

**18.2 Failure to Perform.** In the event Grantee or Grantor fails to fulfill any of their respective obligations under this Franchise, the Grantor, or Grantee, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

**SECTION 19. NOTICES.** Unless otherwise specified herein, all notices or other communications between Grantor and Grantee pursuant to or concerning this Franchise shall be sent by first class certified mail or confirmed express courier delivery to the following persons and locations (or such other office as Grantee or Grantor may advise the other by written notice provided in accordance with this Section):

**If to Grantor:**

City Recorder's Office  
Roseburg City Hall  
900 SE Douglas  
Roseburg, Oregon 97470

**If to Grantee:**

Customer and Community Affairs  
Vice President, Pacific Power  
825 NE Multnomah  
Lloyd Center Tower Suite 2000  
Portland, Oregon 97232,

**SECTION 20. SEVERABILITY.** If any section, subsection, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 21. WAIVER OF JURY TRIAL.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Franchise. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**SECTION 22. REPEAL OF PRIOR ORDINANCES.** Upon Grantee's formal acceptance of this ordinance and the terms, conditions and obligations of the Franchise granted herein in accordance with Section 4 of this ordinance, Ordinance No. 2937 as adopted by the City Council on April 8, 1996, and Ordinance No. 3317 amending said ordinance as adopted by the City Council on October 12, 2009, shall be repealed and the prior franchise granted and amended by said ordinances shall be terminated.

ADOPTED BY THE ROSEBURG CITY COUNCIL ON THIS \_\_\_ DAY  
OF \_\_\_\_\_, 2016.

APPROVED BY THE MAYOR ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
LARRY RICH, MAYOR

ATTEST:

\_\_\_\_\_  
SHEILA R. COX, CITY RECORDER

\*\*\*\*\*GRANTEE'S ACCEPTANCE ON FOLLOWING PAGE \*\*\*\*\*

**EXHIBIT "A" TO ORDINANCE NO. 3466  
GRANTEE'S ACCEPTANCE**

This ordinance, and the Franchise granted herein, is hereby accepted by PacifiCorp, dba Pacific Power, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**By:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
(Signature) (Printed)

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**State of** \_\_\_\_\_ )  
\_\_\_\_\_ )  
**County of** \_\_\_\_\_ )

This acceptance was signed before me on this \_\_\_\_ day of \_\_\_\_\_, 2016  
by \_\_\_\_\_ as \_\_\_\_\_ of PacifiCorp dba  
Pacific Power.

\_\_\_\_\_  
**Notary for:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

\*\*\*\*\*

Acceptance received by the City Recorder on this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Sheila R. Cox, City Recorder**

**ORDINANCE NO. 3467**  
**AN ORDINANCE ADDING CHAPTER 7.12 TO THE ROSEBURG MUNICIPAL CODE**  
**ESTABLISHING REGULATIONS REGARDING**  
**ENHANCED LAW ENFORCEMENT AREAS**

**WHEREAS**, Chapter II, Section 2.1(2) of the Roseburg City Charter provides:

The City has all powers that the constitution or laws of the United States or of this state expressly or impliedly grant or allow cities, as fully as if this Charter specifically stated each of those powers; and

**WHEREAS**, residents, visitors and business owners have, with increasing frequency and urgency, expressed concern to City elected officials and staff about a growing number of incidents of unlawful behavior in the City's downtown area;

**NOW THEREFORE, THE CITY OF ROSEBURG ORDAINS AS FOLLOWS:**

**SECTION 1.** Chapter 7.12 entitled "Enhanced Law Enforcement Areas" is hereby added to Title 7 of the Roseburg Municipal Code to read as follows:

**ENHANCED LAW ENFORCEMENT AREAS**

- 7.12.010**      **Enhanced Law Enforcement Areas**
- 7.12.015**      **Civil Exclusion**
- 7.12.020**      **Exclusion Enforcement**
- 7.12.025**      **Issuance of Exclusion Notices**
- 7.12.030**      **Procedure for Exclusion**
- 7.12.035**      **Appeal and Variance**

**7.12.010**      **ENHANCED LAW ENFORCEMENT AREAS.**      Enhanced law enforcement areas are designated to protect the public from those whose illegal conduct poses a threat to safety and welfare. Enhanced law enforcement areas include the area within the City of Roseburg encircled by the following boundary (and including those portions of the streets and right-of-ways mentioned herein): beginning at the railroad crossing of the CORP railroad right-of-way at SE Mosher Avenue, thence southeasterly along SE Mosher Avenue to SE Main Street, thence northeasterly along SE Main Street to SE Lane Avenue, thence southeasterly along SE Lane Avenue to SE Kane Street, thence northeasterly along SE Kane Street to SE Douglas Avenue, thence southeasterly along SE Douglas Avenue to SE Fowler Street, thence northerly along SE Fowler Street to NE Diamond Lake Boulevard, thence westerly along NE Diamond Lake Boulevard to SE Stephens Street and extending across SE Stephens Street along the same westerly line to the CORP railroad right-of-way, thence southwesterly along the CORP railroad right-of-way to the point of beginning.

**7.12.015 CIVIL EXCLUSION.** A person is subject to exclusion for a period of 180 days from entering or remaining within an enhanced law enforcement area if that person has been cited to appear, arrested or otherwise taken into custody within an enhanced law enforcement area for a total of three (3) or more instances of unlawful behavior within the enhanced law enforcement area. For purposes of this Chapter, unlawful behavior means violating or being charged with violating any of the following:

- A. Any assault, as defined by ORS 163.160 through 163.185 and 163.208;
- B. Strangulation, as defined by ORS 163.187;
- C. Menacing, as defined by ORS 163.190;
- D. Harassment, as defined by ORS 166.065 and 166.070;
- E. Disorderly conduct, as defined by ORS 166.023 and 166.025;
- F. Recklessly endangering, as defined by ORS 163.195;
- G. Coercion, as defined by ORS 163.275;
- H. Any sexual offense, as defined by ORS 163.355 through 163.465;
- I. Endangering the welfare of a minor, as defined by ORS 163.575;
- J. Any offense under State law governing the possession, distribution, sale or manufacture of a controlled substance;
- K. Any offense under State law governing the possession, use, distribution or sale of alcoholic beverages;
- L. Possessing or using a weapon in violation of ORS 166.180, 166.190, 166.220, 166.240, 166.250 or 166.272;
- M. Any degree of criminal mischief, as defined by ORS 164.305 through 164.365;
- N. Graffiti as defined in ORS 164.381 through 164.386;
- O. Arson or reckless burning as defined in ORS 164.305 through 164.335;
- P. Theft as defined in ORS 164.015 through 164.095;
- Q. Littering, as defined in ORS 164.775 through 164.805;
- R. Possession of tobacco by a minor in violation of ORS 167.400;
- S. Unlawful drinking in public places as defined in RMC 7.02.030;
- T. Public urination as defined in RMC 7.02.050;
- U. Prohibited camping as defined in RMC 7.02.100.

**7.12.020 EXCLUSION ENFORCEMENT.** If a person excluded from an enhanced law enforcement area is found within the perimeter of the enhanced law enforcement area during the exclusion period, that person may be arrested for trespass in the second degree, as defined by ORS 164.245. A person is not considered to be within the civil exclusion area if the person is within a vehicle that is passing through the exclusion area.

**7.12.025 ISSUANCE OF EXCLUSION NOTICES.** The Chief of Police is designated as the person in charge of enhanced law enforcement areas for the purpose of issuing exclusion notices in accordance with this Chapter. The Chief of Police may authorize employees of the Police Department to issue exclusion notices in accordance with this Chapter.

**7.12.030 PROCEDURE FOR EXCLUSION.**

**A.** At the time a person is cited to appear, arrested or otherwise taken into custody within an enhanced law enforcement area for any of the offenses specified in RMC 7.12.015, if the person has committed two (2) or more previous instances of unlawful behavior within the enhanced law enforcement area, the officer making such arrest may deliver to that person a written notice excluding that person from the enhanced law enforcement area. Any exclusion notice shall not take effect until the sixth day after the notice is issued.

**B.** The notice shall specify the area from which the person is excluded, the length of the exclusion, the penalty for entering the excluded area and contain information concerning the right to appeal the exclusion to the Judge of the Municipal Court.

**C.** The person to whom the exclusion is issued shall sign a written acknowledgement of receipt of the notice. If that person refuses to sign the acknowledgement, the arresting officer shall make a written record of the refusal.

**7.12.035 APPEAL AND VARIANCE.**

**A.** The person to whom an exclusion notice is issued shall have the right to an appeal from the issuance of the notice. The exclusion notice will notify the person of the right to appeal and process for appeal.

**1.** An appeal of the exclusion must be filed, in writing, within five calendar days of the issuance of the notice. The appeal must be filed with the Municipal Court. If the fifth day is a day on which the Municipal Court is not open, the appeal may be filed on the first day the Municipal Court is open for business, and the exclusion shall not take effect until the close of business on that day. A hearing on the appeal shall be held before the Judge of the Municipal Court within 20 calendar days of the appeal. The exclusion shall be stayed during the pendency of the appeal.

**2.** The City shall have the burden to show by a preponderance of evidence that the exclusion was based upon the conduct proscribed by RMC 7.12.015. Copies of documents in its control and which are intended to be used by the City at the hearing shall be made available to the appellant at least two days prior to the hearing.

**3.** A determination by a court having jurisdiction of the matter that the officer who issued the exclusion notice at the time had probable cause to arrest the person to whom the exclusion notice was issued for the conduct described in RMC 7.12.015 shall be prima facie evidence that the exclusion was based on conduct prohibited by those statutes.

**B.** Variances from the exclusion may be granted at any time during the exclusion period by the Chief of Police, or by the Municipal Court.

C. The Chief of Police or the Municipal Court shall grant a variance to any person who can establish that he or she is a resident of the exclusion zone, is employed within the exclusion zone, or will use the waiver to visit the residence of a family member, to consult with an attorney, to attend alcohol or drug treatment sessions, to attend religious services or otherwise exercise a constitutional right. A variance may also be granted when, in the discretion of the Chief of Police or the Municipal Court, the exclusion order is no longer necessary to preserve public safety. The denial of a variance may be appealed within five days to the Municipal Court using the same procedures as for an appeal of the imposition of the exclusion.

D. All variances shall be in writing, for a specific period of time and only to accommodate a specific purpose, all of which shall be stated on the variance.

E. The person shall keep the variance on his or her person at all times the person is within the exclusion area.

**SECTION 2. SEVERABILITY.** The Sections, Subsections, Paragraphs and clauses of this ordinance are severable. The invalidity of one Section, Subsection, Paragraph, or clause shall not affect the validity of the remaining Sections, Subsections, Paragraphs and clauses.

**ADOPTED BY THE ROSEBURG CITY COUNCIL ON THIS 23rd DAY OF MAY, 2016.**

**APPROVED BY THE MAYOR ON THIS 23rd DAY OF MAY, 2016.**

\_\_\_\_\_  
LARRY RICH, MAYOR

ATTEST:

\_\_\_\_\_  
SHEILA R. COX, CITY RECORDER

**ORDINANCE NO. 3468**  
**AN ORDINANCE ADDING CHAPTER 7.14 TO THE ROSEBURG MUNICIPAL CODE**  
**ESTABLISHING REGULATIONS REGARDING CHRONIC NUISANCE PROPERTIES**

**WHEREAS**, Chapter II, Section 2.1(2) of the Roseburg City Charter provides:

The City has all powers that the constitution or laws of the United States or of this state expressly or impliedly grant or allow cities, as fully as if this Charter specifically stated each of those powers.

**NOW THEREFORE, THE CITY OF ROSEBURG ORDAINS AS FOLLOWS:**

**SECTION 1.** Chapter 7.14 entitled "Chronic Nuisance Property" is hereby added to Title 7 of the Roseburg Municipal Code to read as follows:

**CHRONIC NUISANCE PROPERTY**

- 7.14.010**      **Definitions.**
- 7.14.020**      **Violation.**
- 7.14.030**      **Procedure.**
- 7.14.040**      **Commencement of Actions; Remedies; Burden of Proof.**
- 7.14.050**      **Summary Closure.**
- 7.14.060**      **Enforcement .**
- 7.14.070**      **Attorney Fees.**

**7.14.010**      **DEFINITIONS.** When not clearly otherwise indicated by the context, the following words and phrases as used in this Chapter shall have the following meanings:

**"Chronic Nuisance Property"** means:

1. Property on which three or more Nuisance Activities exist or have occurred during any thirty (30) day period; or,

2. Property on which, or within 200 feet of which, any Person Associated With the Property has engaged in three (3) or more Nuisance Activities during any thirty (30) day period; or,

3. Property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in ORS 167.203, 475.005 through 475.285 and/or 475.940 through 475.995 has occurred within the previous thirty (30) days, and the Chief of Police has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the Property.

**"Control"** means the ability to regulate, restrain, dominate, counteract or govern Property, or conduct that occurs on a Property.

**“Nuisance Activities”** means any of the following activities, behaviors or conduct:

1. Harassment as defined in ORS 166.065(1)(a).
2. Intimidation as defined in ORS 166.155 through 166.165.
3. Disorderly conduct as defined in ORS 166.025.
4. Assault or menacing as defined in ORS 163.160 through ORS 163.190.
5. Sexual abuse, contributing to the delinquency of a minor, or sexual misconduct as defined in ORS 163.415 through ORS 163.445.
6. Public indecency as defined in ORS 163.465.
7. Prostitution or related offenses as defined in ORS 167.007 through ORS 167.017.
8. Alcoholic liquor violations as defined in ORS Chapter 471.105 through 471.482.
9. Offensive littering as defined in ORS 164.805.
10. Criminal trespass as defined in ORS 164.243 through 164.265.
11. Theft as defined in ORS 164.015 through 164.140.
12. Arson or related offenses as defined in ORS 164.315 through 164.335.
13. Possession, manufacture, or delivery of a controlled substance or related offenses as defined in ORS 167.203, ORS 475.005 through 475.285, and/or 475.940 through 475.995.
14. Illegal gambling as defined in ORS 167.117, and/or ORS 167.142 through ORS 167.147.
15. Criminal mischief as defined in ORS 164.345 through 164.365.
16. Fire or discharge of a firearm as defined in RMC 7.02.080.
17. Noise disturbances as defined in RMC 7.02.140.
18. Unlawful drinking in public places as defined in RMC 7.02.030.
19. Curfew as defined in RMC 7.02.060.
20. Public urination as defined in RMC 7.02.050.

21. Any attempt to commit (as defined in ORS 161.405), and/or conspiracy to commit (as defined in ORS 161.450), any of the above activities, behaviors or conduct.

“**Person**” means any natural person, agent, association, firm, partnership, corporation or other entity capable of owning, occupying or using Property in the City of Roseburg.

“**Person Associated With**” means any Person who, on the occasion of a Nuisance Activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a Property or Person present on a Property, including without limitation any officer, director, customer, agent, employee, or any independent contractor of a Property, Person in Charge, or owner of a Property.

“**Person in Charge**” means any Person, in actual or constructive possession of a Property, including but not limited to an owner or occupant of Property under his or her ownership or Control.

“**Property**” means any property, including land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent. For Property consisting of more than one unit, Property may be limited to the unit or the portion of the Property on which any Nuisance Activity has occurred or is occurring, but includes areas of the Property used in common by all units of Property including without limitation other structures erected on the Property and areas used for parking, loading and landscaping.

#### **7.14.020 VIOLATION.**

A. Any Property determined by the Chief of Police to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

B. Any Person in Charge of Property determined by the Chief of Police to be a Chronic Nuisance Property is in violation of this Chapter and subject to its remedies.

#### **7.14.030 PROCEDURE.**

A. When the Chief of Police receives two (2) or more police reports documenting the occurrence of Nuisance Activities on or within 200 feet of a Property, the Chief of Police shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under RMC 7.14.010(C)(1-21). Upon such a finding, the Chief of Police may notify the Person in Charge in writing that the Property is in danger of becoming a Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.

2. A statement that the Chief of Police has information that the Property may be a Chronic Nuisance Property, with a concise description of the Nuisance Activities that

exist, or that have occurred. The Chief of Police shall offer the Person in Charge an opportunity to propose a course of action that the Chief of Police agrees will abate the Nuisance Activities giving rise to the violation.

3. Demand that the Person in Charge respond to the Chief of Police within ten (10) days to discuss the Nuisance Activities.

B. When the Chief of Police receives a police report documenting the occurrence of additional Nuisance Activity on or within 200 feet of a Property after notification as provided by RMC 7.14.030(A).; or, in the case of a Chronic Nuisance Property as defined in RMC 7.14.010, for which notice under RMC 7.14.030(A) is not required, the Chief of Police shall notify the Person in Charge in writing that the Property has been determined to be a Chronic Nuisance Property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the Property.

2. A statement that the Chief of Police has determined the Property to be a Chronic Nuisance Property with a concise description of the Nuisance Activities leading to his/her determination.

3. Demand that the Person in Charge respond within ten (10) days to the Chief of Police and propose a course of action that the Chief of Police agrees will abate the Nuisance Activities giving rise to the violation.

4. Service shall be made either personally, or by both first class and certified mail, addressed to the Person in Charge at the address of the Property determined to be a Chronic Nuisance Property, or such other place which is likely to give the Person in Charge notice of the determination by the Chief of Police.

5. A copy of the notice shall be served on the owner at the address shown on the tax rolls of Douglas County, and the occupant at the address of the Property, if these Persons are different than the Person in Charge, and shall be made either personally, or by both first class and certified mail.

C. If the Person in Charge fails to respond as required by RMC 7.14.030(B)(3), the Chief of Police may refer the matter to the City Manager and the City Attorney. Prior to referring the matter to the City Manager and the City Attorney, the notice required by RMC 7.14.030(B) shall also be posted at the property.

D. If the Person in Charge responds as required by RMC 7.14.030(B)(3) and agrees to abate Nuisance Activities giving rise to the violation, the Chief of Police may postpone referring the matter to the City Manager and the City Attorney. If an agreed course of action does not result in the abatement of the Nuisance Activities within sixty (60) days; or, if no agreement concerning abatement is reached within sixty (60) days, the Chief of Police may refer the matter to the City Manager and the City Attorney.

**E.** When a Person in Charge makes a response to the Chief of Police as required by RMC 7.14.030(A)(3) or (B)(3) any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any Nuisance Activities have occurred or are occurring. This Subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.

**F.** The failure of any Person to receive notice as provided by RMC 7.14.030(A) or (B) shall not invalidate or otherwise affect the proceedings under this Chapter.

**7.14.040 COMMENCEMENT OF ACTIONS; REMEDIES; BURDEN OF PROOF.**

**A.** The City Manager may authorize the City Attorney to commence legal proceedings to abate a Chronic Nuisance Property and to seek closure, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.

**B.** If the Court determines Property to be a Chronic Nuisance Property, the Court shall order that the Property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six (6) months, nor more than one (1) year. The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure.

**C.** If the Court determines a Property to be a Chronic Nuisance Property, the Court may impose a civil penalty of up to \$100 per day for each day Nuisance Activities occurred on the Property, following notice pursuant to RMC 7.14.030(B); or, the cost to the City to abate the Nuisance Activities at the Property, whichever is greater. The amount of the civil penalty shall be assessed against the Person in Charge and as a lien against the Property.

**D.** If satisfied of the good faith of the Person in Charge, the Court shall not award civil penalties if the Court finds that the Person in Charge at all material times could not, in the exercise of reasonable care or diligence, determine that the Property had become a Chronic Nuisance Property.

**E.** In establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable:

**1.** The actions taken by the Person in Charge to mitigate or correct the Nuisance Activities at the Property;

**2.** The financial condition of the Person in Charge;

**3.** Repeated or continuous nature of the problem;

**4.** The magnitude or gravity of the problem;

**5.** The cooperation of the Person in Charge with the City;

6. The cost to the City of investigating and correcting or attempting to correct the Nuisance Activities;

7. Any other factor deemed relevant by the Court.

F. The City shall have the initial burden of proof to show by a preponderance of the evidence that the Property is a Chronic Nuisance Property.

G. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

**7.14.050 SUMMARY CLOSURE.** Any summary closure proceeding shall be based on evidence showing that Nuisance Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of summary closure shall be governed by the provisions of ORCP 79 for obtaining temporary restraining orders. In the event of summary closure, the City is not required to comply with the notification procedures set forth in RMC 7.14.030(A) and (B).

**7.14.060 ENFORCEMENT.**

A. The Court may authorize the City to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Charge fails to do so within the time specified by the Court. In the event that the City is authorized to secure the Property, the City shall recover all costs reasonably incurred by the City to physically secure the Property as provided by this Section. The City Department(s) physically securing the Property shall prepare a statement of costs and the City shall thereafter submit that statement to the Court for its review as provided by ORCP 68.

B. The Person in Charge shall pay reasonable relocation costs of a tenant as defined by ORS 90.100(28), if, without actual notice, the tenant moved into the Property after either:

1. A Person in Charge received notice of the determination of the Chief of Police pursuant to RMC 7.14.030(B); or

2. A Person in Charge received notice of an action brought pursuant to RMC 7.14.050.

C. A lien shall be created against the Property for the amount of the City's money judgment. In addition, any Person who is assessed penalties under RMC 7.14.040(C) and/or costs under RMC 7.14.060(A) shall be personally liable for payment thereof to the City. Judgments imposed by this Chapter shall bear interest at the statutory rate.

**7.14.070 ATTORNEY FEES.** The Court may, in its discretion, award attorneys' fees to the prevailing party.

**SECTION 2. SEVERABILITY.** The Sections, Subsections, Paragraphs and clauses of this ordinance are severable. The invalidity of one Section, Subsection, Paragraph, or clause shall not affect the validity of the remaining Sections, Subsections, Paragraphs and clauses.

**ADOPTED BY THE ROSEBURG CITY COUNCIL ON THIS 23rd DAY OF MAY, 2016.**

**APPROVED BY THE MAYOR ON THIS 23rd DAY OF MAY, 2016.**

\_\_\_\_\_  
**LARRY RICH, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**SHEILA R. COX, CITY RECORDER**

*5/17/16*

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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## Ordinance Amending RMC Subsection 4.04.010(A)

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Meeting Date: May 23, 2016  
Department: Public Works  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

Agenda Section: Ordinances  
Staff Contact: Nikki Messenger  
Contact Telephone Number: 541-492-6730

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### ISSUE STATEMENT AND SUMMARY

The recent update of the Land Use and Development Code requires sidewalk installation whenever a property undergoes development or redevelopment. The issue for Council is whether to hear first reading of the attached ordinance creating a single lot local improvement district (LID) provision that would allow a funding mechanism for these improvements.

### BACKGROUND

**A. Council Action History.** On October 12, 2015 Council reviewed the concept for a single lot LID and directed staff to bring back an ordinance for Council's consideration

**B. Analysis.** The Community Development Department recently presented an update to the Land Use and Development Ordinance (LUDO) that Council has adopted with an effective date of July 1, 2016. The updated LUDO requires that all new, re-development or addition to an existing development bring abutting sidewalks up to current standards. This often involves re-constructing sidewalk access ramps to meet ADA standards or widening existing sidewalks to meet current standards. All new development is required to install sidewalks and related improvements at the time of development. The only exception to both of these requirements is the case where the street width and/or curb alignment are not known. In that case, a developer can sign a document stating that they will participate in a Local Improvement District (LID) for the improvements in the future. Historically, the City has done LID projects as large projects, usually involving multiple blocks. In general terms, if the City forms an LID for street improvements, at least fifty percent of the property owners must have agreed to the LID. Due to that constraint, many of these improvements are not made.

Staff is proposing to update Roseburg Municipal Code Chapter 4.04 to include provisions for a streamlined single property LID process. This would give a property owner that is required to make public improvements as part of his/her addition or re-development a choice of making the improvements or signing a single property LID document. If the LID option were chosen, the City would contract the improvements out and the property owner would be responsible for re-paying the City in the same manner as outlined for larger LID projects. The program could also be expanded to include a commercial sidewalk replacement program and could provide a mechanism for commercial property owners to replace damaged sidewalks and pay over time.

**C. Financial and/or Resource Considerations.** The FY 16-17 budget includes \$200,000 in the Assessment Fund to provide funding for any future LIDs.

**D. Timing Issues.** The LUDO updates take effect on July 1, 2016.

**COUNCIL OPTIONS**

Council can either hear first reading of the ordinance or direct staff to make changes and bring the ordinance back.

**STAFF RECOMMENDATION**

Staff recommends that Council hear first reading of the attached ordinance.

**SUGGESTED MOTION**

*If it is the consensus of Council to proceed with first reading of the ordinance, no motion is required.*

**ATTACHMENTS**

An ordinance entitled "AN ORDINANCE AMENDING PARAGRAPH (5) OF SUBSECTION 4.04.010(A) OF THE ROSEBURG MUNICIPAL CODE REGARDING LOCAL IMPROVEMENT DISTRICTS FOR SINGLE LOT SIDEWALK IMPROVEMENT PROJECTS"

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING PARAGRAPH (5) OF SUBSECTION 4.04.010(A) OF THE**  
**ROSEBURG MUNICIPAL CODE REGARDING LOCAL IMPROVEMENT DISTRICTS FOR**  
**SINGLE LOT SIDEWALK IMPROVEMENT PROJECTS**

**SECTION 1.** Paragraph (5) of Subsection 4.04.010(A) of the Roseburg Municipal Code is hereby amended to read as follows:

**4.04.010 REQUEST FOR COUNCIL CONSIDERATION OF A PROPOSED PROJECT INVOLVING A LOCAL IMPROVEMENT.**

A. An owner of real property which could be benefitted by a local improvement to be constructed by the City and financed entirely, or in part, by assessment against benefitted property, may request the Council consider such improvement by filing a written request therefor on a form available from the City Recorder. The City Recorder shall forward the request to the Public Works Director for a recommendation on whether or not the requested improvement should be made. After reviewing the requested improvement, the Public Works Director shall submit the recommendation to the City Recorder, along with a report meeting the requirements of Section 4.04.020 which will be forwarded to Council for preliminary consideration. Upon receipt of the Public Works Director's preliminary report and recommendation, the City Recorder shall place the matter on the next available Council agenda and notify the requesting property owner of the date and time Council will consider the requested improvement, provided, the following conditions are met or satisfactory arrangements have been made with the City to satisfy such conditions:

5. If the requested improvement would benefit only real property owned by the person requesting the improvement and the owner agrees in writing to pay cash or to make application to pay the cost of the improvement in installments as provided by the Bancroft Bonding Act and this Chapter; agrees in writing to waive the right of service and publication of the notices required by this Chapter; and consents, in writing, to the assessment of his property, Council may, without further notice or hearing, form the local improvement district and proceed as provided in this Chapter. Requests for formation of a local improvement district for sidewalk improvements benefitting a single property, as referenced in Section 3.3.030(4) of the Land Use and Development Ordinance, may be considered by Council under this Subsection (5), along with the Public Works Director's report and recommendation.

**SECTION 2.** All other Paragraphs of Roseburg Municipal Code Subsection 4.04.010(A) shall remain in full force and effect as written.

**ADOPTED BY THE ROSEBURG CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**LARRY RICH, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**SHEILA R. COX, CITY RECORDER**  
**ORDINANCE NO. \_\_\_\_\_, Page 1**

*ajc*  
*5/17/16*

## ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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### Stewart Park Golf Course – Professional / Personal Services Agreement

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Meeting Date: May 23, 2016  
Department: Public Works  
[www.cityofroseburg.com](http://www.cityofroseburg.com)

Agenda Section: Consent  
Staff Contact: Nikki Messenger  
Contact Telephone Number: 541-492-6730

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#### ISSUE STATEMENT AND SUMMARY

City staff recently received notice that the current contract holder at the golf course, L & H Lumber, seeks to assign the remainder of their existing professional services agreement to Umpqua Golf Management LLC. The issue for Council is whether to allow assignment of the agreement.

#### BACKGROUND

**A. Council Action History** In March 2013 the City Council approved a five year professional services agreement to L & H Lumber.

**B. Analysis** The City leases the operation and maintenance of the Stewart Park Golf Course through a professional services contract. The current agreement began on March 15, 2013 and has an ending date of March 31, 2018. Staff was recently notified that L & H Lumber sold their golf holdings, including their interest in the Stewart Park Golf Course, to Umpqua Golf Management LLC. L & H Lumber has requested the assignment of the remainder of the agreement be fulfilled by Umpqua Golf Management LLC. The three principals of Umpqua Golf Management LLC are the same people who have been operating the Stewart Park Golf Course for L & H Lumber since the beginning of the current agreement.

Staff requested that Umpqua Golf Management provide information based on the same items requested in the previous Request for Proposal that L & H Lumber responded to. This included financial information, documentation verifying business experience, experience and knowledge of golf course operations, and a management plan outlining key personnel. The information provided was satisfactory.

**C. Financial and/or Resource Considerations** The terms of the existing agreement will remain the same after the assignment. No financial impact on City budget.

**D. Timing Issues** The assignment of the agreement should be completed as soon as possible in order for Umpqua Golf Management LLC to begin full operations at the Stewart Park golf course.

#### COUNCIL OPTIONS

Council has the following options:

1. Authorize City Manager to execute the assignment of the professional services agreement.

2. Not authorize City Manager to execute the assignment of the professional services agreement.

**STAFF RECOMMENDATION**

The Parks Commission discussed the assignment of the agreement at a special meeting on May 12<sup>th</sup>. The Commission recommended that Council approve assigning the contract to Umpqua Golf Management LLC, to provide services for the maintenance and operation of the Stewart Park golf course. Staff concurs with this recommendation.

**SUGGESTED MOTION**

***I MOVE TO AUTHORIZE THE CITY MANAGER TO PROCEED WITH EXECUTION OF THE ASSIGNMENT OF THE GOLF COURSE PROFESSIONAL SERVICES AGREEMENT WITH UMPQUA GOLF MANAGEMENT, LLC.***

**ATTACHMENTS**

None

*ajc*  
*5/17/16*

## ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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### OLCC APPLICATION-CHANGE OF OWNERSHIP STEWART PARK GOLF COURSE

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**Meeting Date:** May 23, 2016  
**Department:** City Recorder  
***www.cityofroseburg.org***

**Agenda Section:** Department Items  
**Staff Contact:** Sheila Cox  
**Contact Telephone Number:** 492-6866

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#### ISSUE STATEMENT AND SUMMARY

Roseburg Municipal Code Chapter 9.12 requires staff review of all applications submitted to the Oregon Liquor Control Commission for a license to sell alcoholic beverages within the City. Upon completion of staff review, the City Recorder is required to submit the application and a recommendation concerning endorsement to the Council for its consideration. Changes to existing licenses must be processed in the same manner.

#### BACKGROUND

OLCC has received a change of ownership application for Stewart Park Golf Course located at 1005 NW Stewart Park Drive. This is a "Limited On-Premises" sales license application submitted by Scott Simpson, Scott Zielinski and Brad Seehawer.

- A. Council Action History.** Chapter 9.12 requires Council to make a recommendation to OLCC on the approval or denial of all liquor license applications submitted by any establishment located inside City limits.
- B. Analysis.** The Police Department conducted a background investigation on the applicant and found no reason to deny the application.
- C. Financial and/or Resource Considerations.** The applicant has paid the appropriate fee for City review of the application.
- D. Timing Issues.** The applicant is requesting endorsement from the Council for immediate submittal to OLCC.

#### COUNCIL OPTIONS

Council may recommend OLCC approval of the application as submitted or recommend denial based on OLCC criteria.

#### STAFF RECOMMENDATION

Staff recommends Council approval of the application as submitted.

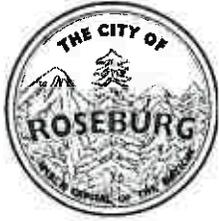
**SUGGESTED MOTION**

*"I MOVE TO RECOMMEND APPROVAL OF THE OLCC CHANGE OF OWNERSHIP APPLICATION FOR STEWART PARK GOLF COURSE LOCATED AT 1005 NW STEWART PARK DRIVE."*

c: Applicant  
OLCC

**ROSEBURG CITY COUNCIL  
AGENDA ITEM SUMMARY**

*ejc  
5/17/16*



**Fairmount Storm Sewer Improvements  
Bid Award Recommendation**

Meeting Date: May 23, 2016      Agenda Section: Department Items  
 Department: Public Works      Staff Contact: Nikki Messenger  
 www.cityofroseburg.org      Contact Telephone Number: 541-492-6730

**ISSUE STATEMENT AND SUMMARY**

The City has received bids for the Fairmount Street Storm Improvements. The issue for the Council is whether to award the construction contract.

**BACKGROUND**

**A. Council Action History.** None.

**B. Analysis.** Portions of the storm sewer in Fairmount Street have been identified as requiring improvements by the City Storm Water Masterplan. The existing storm sewer in Fairmount Street is undersized and discharges into an open ditch located along the rear portion of residential properties. In November of 2015, the City contracted with i.e. Engineering, Inc. to further analyze the storm sewer system in Fairmount Street and the contributing drainage basin and develop a phased construction plan to eliminate localized flooding and to relocate the storm system off of residential properties.

This first phase will include the installation of approximately 130 feet of 30-inch storm sewer, 130 feet of 24-inch storm sewer, and 40 feet of 12-inch storm sewer. It will include four storm sewer manholes and three catch basins with water quality filters. The new alignment is located in Garden Valley Boulevard and Fairmount Street.

The project was advertised on April 11<sup>th</sup> and three bids were received on May 4<sup>th</sup>. They are summarized below.

#	Bidder	Total Bid Amount
1	Cradar Enterprises, Inc.	\$ 185,289.00
2	Billeter Marine LLC	\$ 185,923.00
3	LTM Incorporated	\$ 139,968.00
	<i>Engineer's Estimate</i>	\$ 152,855.00

**C. Financial and/or Resource Considerations.** Funding is available in both FY 15-16 and FY 16-17 budgets to complete construction this summer and fall. Remaining estimated project costs are as follows.

Construction	\$ 139,968
Construction Mgt. Support	\$ 4,410
Contingency (7.5%)	\$ 10,497
<b>Total</b>	<b>\$ 154,875</b>

**D. Timing Issues.** If awarded, the Notice to Proceed would be given immediately after execution of the construction contract. The contractor is allowed 60 calendar days to complete the project.

#### **COUNCIL OPTIONS**

Council has the following options:

1. Award the contract to the lowest responsive bidder, LTM Incorporated dba Knife River Materials.; or
2. Request additional information; or
3. Reject all bids.

#### **STAFF RECOMMENDATION**

The bids appear to be both responsive and responsible. Money has been budgeted and is available to construct this project. The Public Works Commission discussed this bid award at their May 12<sup>th</sup> meeting. The Commission recommended awarding the project to the lowest responsive bidder, LTM Inc. dba Knife River Materials. Staff concurs with this recommendation.

#### **SUGGESTED MOTION**

***I move to award the Fairmount Storm Sewer Improvements to LTM, Inc. dba Knife River Materials for \$139,968.***

#### **ATTACHMENTS**

None.

*OK*  
*5/17/16*

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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## 2016 Pavement Management Program – Slurry Seals Bid Award Recommendation 16PW02

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Meeting Date: May 23, 2016  
Department: Public Works  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

Agenda Section: Department Items  
Staff Contact: Nikki Messenger  
Contact Telephone Number: 541-492-6730

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### ISSUE STATEMENT AND SUMMARY

The City received bids for the 2016 Slurry Seal Project. The issue for Council is whether to award the construction contract.

### BACKGROUND

A. **Council Action History.** None

B. **Analysis.** A slurry seal is a very thin layer of aggregate with an asphalt emulsifier applied to a paved surface. Slurry seals are used primarily as preventative maintenance to prolong the life of the paved surface. Twenty two streets are scheduled for slurry seals as part of this project.  
They are as follows:

<u>Street</u>	<u>Section</u>
Azalea Street	Magnolia Street to end
Broccoli Street	Lorraine Avenue to Jay Street
Canterbury Drive	Esquire Drive to Troost Street
Chadwick Street	Douglas Avenue to Cass Avenue
Corrine Drive	Magnolia Street to Magnolia Street
Crest Court	Evans Street to end
Denn Avenue	Miguel Street to Ventura Street
Delynne Court	Ventura Street to end
Finch Court	Watters Street to end
Kane Street	Lane Avenue to House #862
Katrina Court	Ventura Street to end
Klamath Avenue	Lincoln Street to Nash Street
Luth Street	Moore Ave to Valley View Drive
Magnolia Street	Corrine Drive to Hawthorne Drive
Mill Street	Rice Avenue to City Limits
Oerding Avenue	Cherry Drive to Jefferson Street
Patterson Street	Yount Avenue to Douglas Avenue
Privado Court	Ventura Street to end
Rice Avenue	Cobb Street to Main Street
Riverside Drive	Bowden Street to Lilburn Avenue
Ventura Street	Denn Avenue to House #796

Watters Street

Valley View Drive to Moore Avenue

The project was advertised for bid on April 13, 2016. Three bids were received on May 3<sup>rd</sup>. The bids are summarized below.

#	Bidder	Total Bid Amount
1	Pave Northwest, Inc.	\$ 92,382.56
2	VSS International, Inc.	\$ 90,908.08
3	Black Line	\$ 103,115.16
	<i>Engineer's Estimate</i>	\$ 98,614.00

**C. Financial and/or Resource Considerations.** The FY 16-17 Transportation Fund budget includes \$800,000 for pavement management projects. Estimated remaining project costs are as follows:

<i>Remaining Project Costs</i>	
Construction	\$ 90,908
Contingency (7.5% of const.)	\$ 6,818
<i>Total Remaining Costs</i>	<b>\$97,726</b>

**D. Timing Issues.** If awarded, a Notice to Proceed would be issued on July 1<sup>st</sup>. The contractor is allowed 90 days to complete the project.

### COUNCIL OPTIONS

Council has the following options:

1. Award the contract to the lowest responsive bidder, VSS International, Inc. for \$90,908.08; or
2. Request additional information; or
3. Reject all bids and not proceed with the project.

### STAFF RECOMMENDATION

Money has been budgeted and is available for the project. The bids appear to be both responsive and responsible. The Public Works Commission discussed this project at their May 12<sup>th</sup> meeting and recommended awarding the project to the lowest responsible bidder, VSS International, Inc. for \$90,908.08. Staff concurs with this recommendation.

### SUGGESTED MOTION

***I move to award the 2016 Pavement Management Program Slurry Seals Project to the lowest responsible bidder, VSS International, Inc. for \$90,908.08.***

### ATTACHMENTS

None

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

*ajp*  
*5/17/16*



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**Engineering Design Contract  
Phase 2 Main Reservoir Piping Improvements  
16WA13**

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**Meeting Date: May 23, 2016**  
**Department: Public Works**  
**[www.cityofroseburg.org](http://www.cityofroseburg.org)**

**Agenda Section: Consent**  
**Staff Contact: Nikki Messenger**  
**Contact Telephone Number: 541-492-6730**

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## ISSUE STATEMENT AND SUMMARY

Staff recently negotiated a contract for design services for Phase-2 of piping improvements at the main reservoir complex. The issue for the Council is whether to award the design contract.

## BACKGROUND

**A. Council Action History.** None.

**B. Analysis.** The 2010 Water System Master Plan recommends a two phased approach to piping improvements at the main reservoir complex. Phase 1 was completed in 2014 and included above ground pipe penetrations at reservoirs #5 and #6 and installation of new piping to connect with reservoir #7. Phase 1 also included the replacement of deteriorated yard piping on the south side of reservoirs #5 and #6 and replaced the 12-inch steel piping that extended down the south side of reservoir hill to the Laurelwood river crossing.

The second phase of work identified in the Master Plan recommended replacement of the remainder of the yard piping and valving at the reservoirs. Phase 2 will replace additional deteriorated piping on the south side of reservoir #6 that is adjacent to abandoned reservoirs #1 and #2 as well as replace deteriorated yard piping on the east side of reservoirs #6 and #7.

Given their previous experience evaluating the reservoir piping, and their design and construction management roles that contributed to the successful completion of Phase 1, staff negotiated directly with Murray, Smith, and Associates, Inc. (MSA) for the design work associated with this project. The proposed scope of work will include alternative analysis of pipe replacement options, survey, design, preparation of construction documents, bidding services, and engineer's estimates for the project.

**C. Financial and/or Resource Considerations.** The cost of the design contract with MSA is \$49,199. Money is available in the current budget to proceed with design.

**D. Timing Issues.** It is staff's intent to bid the project this summer and complete construction by the end of the year.

### **COUNCIL OPTIONS**

Council has the following options:

1. Award a contract for engineering services to Murray, Smith and Associates, Inc. for \$49,199; or
2. Request additional information; or
3. Not award the contract and direct staff to issue a Request for Proposals. This process is not required and will delay the project by about four months.

### **STAFF RECOMMENDATION**

Money has been budgeted and is available to complete this work. The Public Works Commission discussed this contract at their May 12<sup>th</sup> meeting. The Commission recommended awarding the contract to Murray, Smith and Associates for an amount not to exceed \$49,199.

### **SUGGESTED MOTION**

*I move to award the engineering design contract for Phase 2 of the Main Reservoir Piping Improvements to Murray, Smith and Associates, Inc. for \$49,199.*

### **ATTACHMENTS**

None

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

*OK*  
*5/17/16*



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**Spruce/Parrott Street Improvements  
Bid Award Recommendation  
15UR03**

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**Meeting Date: May 23, 2016**  
**Department: Public Works**  
**[www.cityofroseburg.org](http://www.cityofroseburg.org)**

**Agenda Section: Department Items**  
**Staff Contact: Nikki Messenger**  
**Contact Telephone Number: 541-492-6730**

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## ISSUE STATEMENT AND SUMMARY

The City has received construction bids for the Spruce/Parrott Street Improvement Project. The issue for the Council is whether to award the construction contract.

## BACKGROUND

### A. Council Action History.

- On June 22, 2015 the Urban Renewal Agency Board awarded the engineering contract to i.e. Engineering.
- On September 28, 2015 the Council authorized an Intergovernmental Agreement with RUSA to include their sanitary sewer work in the project.
- On February 22, 2016 the Council passed a resolution authorizing property acquisition for the project.

**B. Analysis.** Spruce Street south of Oak Avenue serves an underdeveloped industrial area between Oak and Mosher. In this same area, Parrott Street serves a mainly residential area and wyes into Spruce Street at Lane Avenue. Both streets are in very poor condition. It is the City's intent to reconstruct both streets and improve the intersection of Spruce and Parrott to route non-local traffic between Oak and Mosher on to Spruce Street and use Parrott Street for residential access.

In June of 2015, the City of Roseburg contracted with i.e. Engineering, Inc. for design services for the Spruce/Parrott Street Improvement project. In October 2015 the City approved an amendment to the design contract to include Cass Ave. between Parrot and Flint Streets

The project was advertised on April 13<sup>th</sup> and three bids were received on May 5<sup>th</sup>. They are summarized below.

#	Bidder	Total Bid Amount
1	Knife River Materials	\$ 1,397,668.00
2	Cradar Enterprises, Inc.	\$ 1,523,724.00
3	Wildish Construction	\$ 1,694,852.50
	<i>Engineer's Estimate</i>	<i>\$ 1,360,781</i>

**C. Financial and/or Resource Considerations.** Funding has been budgeted over a two year time period to complete this project. To date, \$113,043 has been spent on design and property acquisition. Staff expects an additional \$125,000 to \$150,000 to be expended this fiscal year. The FY 15-16 expenditures will be paid with the money budgeted in the Urban Renewal Fund.

Total project costs are projected below:

Total Project Costs	
Design	\$ 109,394
Property Acquisition	\$ 11,087
Construction Contract	\$ 1,397,668
Contingency	\$ 104,825
Engineering C/M	\$ 90,560
<b>Total</b>	<b>\$ 1,713,534</b>

Total project resources are identified below:

Fund	
Urban Renewal	\$ 925,000*
RUSA	\$ 192,153
Water	\$ 67,352**
Storm	\$ 75,000
Sidewalk/Streetlight	\$ 75,000
Transportation	\$ 400,000
<b>Total Project Resources</b>	<b>\$ 1,734,505</b>

\* Combined FY 15-16 & 16-17 funding

\*\* Exceeds estimated cost reflected in water capital budget (\$50k)

**D. Timing Issues.** If awarded, the Notice to Proceed would be given immediately after execution of the construction contract. The contractor is allowed until November 1, 2016 to complete the project.

### COUNCIL OPTIONS

Council has the following options:

1. Award the contract to the lowest responsive bidder, Knife River Materials; or
2. Request additional information; or
3. Reject all bids and cancel the project.

**STAFF RECOMMENDATION**

Money has been budgeted and is available to construct the project. The bids appear to be both responsive and responsible. The Public Works Commission discussed the project at their May 12<sup>th</sup> meeting. The Commission recommended awarding the project to the low bidder, Knife River Materials for \$1,397,668. Staff concurs with this recommendation.

**SUGGESTED MOTION**

*I move to award the Spruce/Parrott Improvement Project to the low bidder, LTM Inc. dba Knife River Materials for \$1,397,668.*

**ATTACHMENTS**

None

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*5/17/16*

## ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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### Spruce/Parrott Improvements Construction Management Services

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Meeting Date: May 23, 2016  
Department: Public Works  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

Agenda Section: Department Items  
Staff Contact: Nikki Messenger  
Contact Telephone Number: 541-492-6730

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#### ISSUE STATEMENT AND SUMMARY

Staff recently negotiated a proposed scope and budget for construction management services for the Spruce/Parrott Street Improvements. The issue for the Council is whether to authorize the construction management (CM) contract.

#### BACKGROUND

##### A. Council Action History.

- On June 22, 2015 the Urban Renewal Agency Board awarded the engineering contract to i.e. Engineering.
- On September 28, 2015 the Council authorized an Intergovernmental Agreement with RUSA to include their sanitary sewer work in the project.
- On February 22, 2016 the Council passed a resolution authorizing property acquisition for the project.

**B. Analysis.** In June 2015, the City contracted with i.e. Engineering for design services for the Spruce/Parrott Street Improvement Project. The original contract amount was for \$100,144. In October 2015 the City approved an amendment to the design contract increasing the total contract amount to \$108,394 due to addition of Cass Street to the project scope. In March 2016 the contract was increased by \$1,000.00 for additional geotechnical work. The design was completed in April 2016 and construction bids were opened on May 5, 2016.

Considering their role as the design engineer, previous CM experience with the City, qualifications, and availability, staff negotiated directly with i.e. Engineering, Inc. for the construction management services required for this project. The proposed scope of work includes pre-construction services, request for information support, proposal request and change order preparation, submittal review, preparation of pay requests, inspection services, testing and start up, preparation of record drawings, and other miscellaneous services.

**C. Financial and/or Resource Considerations.** The proposed cost of the construction management contract with i.e is \$90,560. The design contract with amendments totaled \$109,394.

**D. Timing Issues.** If the construction project is awarded, staff expects construction to begin in June and be complete by November 1, 2016.

### **COUNCIL OPTIONS**

Council has the following options:

1. Authorize the construction management contract to i.e Engineering, Inc. for an amount not to exceed \$90,560 or
2. Request additional information; or
3. Recommend not moving forward with the contract, which will require another solution for construction management and may delay the project.

### **STAFF RECOMMENDATION**

Money has been budgeted and is available to construct the project. The Public Works Commission discussed this contract at their May 12<sup>th</sup> meeting. The Commission recommended awarding the construction management contract to i.e. Engineering, Inc. for an amount not to exceed \$90,560. Staff concurs with this recommendation.

### **SUGGESTED MOTION**

*I move to award the construction management services contract for the Spruce/Parrott Improvement Project to i.e. Engineering, Inc. for \$90,560.*

### **ATTACHMENTS**

None



# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

*JC*  
*5/17/16*

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## ParkSmart Parking Program Agreement

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**Meeting Date:** May 23, 2016  
**Department:** Community Development  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

**Agenda Section:** Department Items  
**Staff Contact:** Brian Davis *BV*  
**Telephone:** 541-492-6750

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### ISSUE STATEMENT AND SUMMARY

At Council's direction, Staff met with representatives of ParkSmart, the City's parking enforcement service provider, to draft a concessionaire agreement in which ParkSmart would manage the entire program, including revenue, expenses, and regulations. The City would receive a monthly payment to cover obligations –similar to our agreement with the golf course. The Council will consider whether or not to approve the draft agreement.

### BACKGROUND

#### A. Council Action History

- October 9, 2006 – Recognized City Manager authority to negotiated a contract with Diamond Parking Service to privatize parking administration and enforcement
- November 8, 2010 – Awarded new contract to Diamond Parking Service
- July 23, 2012 – Directed Staff to negotiate a contract with Downtown Roseburg Association for parking administration and enforcement
- September 24, 2012 – Approved contract with DRA for parking administration and enforcement
- October 22, 2012 – Amended DRA contract to revise hours of enforcement
- November 18, 2013 – Adopted parking fee and fine adjustments pursuant to DRA recommendation
- February 22, 2016 – Directed Staff to draft a concessionaire agreement with ParkSmart for downtown parking enforcement services

#### B. Analysis

For almost four years, ParkSmart has provided parking enforcement services downtown. They have managed to do so with fewer complaints than in the past, even after fines and meter rates were increased a few years ago for the first time in decades. City Staff and ParkSmart representatives agree that both parties would benefit if the program were given to ParkSmart entirely with City receiving monthly payments to cover obligations (parking lot maintenance, power bills, storm sewer fees, etc.).

**C. Financial and/or Resource Considerations**

The attached three-year agreement outlines monthly payments to the City in which annual totals are as follows:

Year 1: \$42,500

Year 2: \$45,000

Year 3: \$47,500

Payments from ParkSmart would be received into the Off-street Parking Fund for obligations related to maintenance of off-street parking facilities. Staff believes the graduated payment amounts above from ParkSmart would be sufficient to continue covering off-street parking obligations. Additionally, Staff and ParkSmart representatives believe that over time the revenue from downtown parking enforcement will not only provide the intended on-street parking turnover but also provide an added source of revenue to the Downtown Roseburg Association, which currently receives a portion of its annual revenue (\$22,500) from the Economic Development Fund. Both parties agree a reduced dependence on Economic Development dollars would free up those funds for additional business-friendly endeavors.

**E. Timing Issues**

None.

**COUNCIL OPTIONS**

1. Approve the contract with ParkSmart for downtown parking enforcement services
2. Do not approve the contract

**STAFF RECOMMENDATION**

Staff recommends the Council approve the contract as presented

**SUGGESTED MOTION**

*"I move to authorize the City Manager to sign the attached contract with ParkSmart for parking enforcement services."*

**ATTACHMENTS**

ParkSmart Contract for Parking Enforcement Services

## CONTRACT FOR PROFESSIONAL/PERSONAL SERVICES

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF ROSEBURG, an Oregon municipal corporation, hereinafter called "CITY", and DOWNTOWN ROSEBURG ASSOCIATION, an independent contractor, hereinafter called "CONTRACTOR".

### AGREEMENT

#### 1. Term.

**1.1 Initial Term.** Beginning July 1, 2016 and continuing thereafter until June 30, 2019, ("Initial Term") unless terminated sooner as allowed by paragraphs 18 and 19, CONTRACTOR shall perform the services required by this Contract.

**1.2 Renewal Terms.** Unless terminated sooner as allowed by Sections 18 and 19, this Contract may be extended for two additional three-year terms.

**1.2.1** CONTRACTOR shall provide CITY with written notice of CONTRACTOR's desire to renew this Contract ("Renewal Notice") no less than 120 days preceding expiration of the Initial Term. Within 45 days of receipt of the Renewal Notice, CITY shall provide CONTRACTOR written notice of CITY's decision of whether to renew this Contract. Such decision shall be at the sole discretion of CITY.

**1.2.2** CITY and CONTRACTOR shall execute an amendment to this Contract to acknowledge acceptance of the Renewal Term. With the exception of the annual fee paid to CITY by CONTRACTOR, the terms and conditions of this Contract shall otherwise remain the same. CITY reserves the right to renegotiate the annual fee at the time of renewal.

2. **General Scope of Service.** CONTRACTOR shall provide parking enforcement and administration services.

#### 3. Specific Services.

##### 3.1. **Patrol Area and Hours.**

**3.1.1 Patrol Areas:** All publicly-owned parking areas and on-street parking areas are listed below.

- Central Business District
- Laurelwood Historic District
- Court Street parking lot (gravel and hard-surfaced)
- City Hall Parking Lot
- Chadwick Street from Douglas to Lane
- 900 block of Stephens Street
- 300 block of SE Rose Street (Public Safety Center)
- Odd side of 700 block of SE Kane Street
- Odd side of 1000 block of SE Lane Street
- Sheridan Street

- Flegel, Phillip and Shalimar Parking Lots
- Overpark Parking Garage
- All metered parking spaces adjacent to these areas
- Other areas adjacent to or in close proximity to these areas
- Other areas as may be agreed to by the parties

**3.1.2 Enforcement Hours Time/Day:** Patrol hours shall be Monday through Saturday 9:00 a.m. to 5:00 p.m., as determined by CONTRACTOR, excluding Holidays. Applicable City Holidays are: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday Observance (3<sup>rd</sup> Monday in January), President's Day (3<sup>rd</sup> Monday in February), Memorial Day Observance (last Monday in May), Independence Day, Labor Day (1<sup>st</sup> Monday in September), Veterans Day Observance, Thanksgiving Day and Christmas Day.

### **3.2. Operations Methodology.**

**3.2.1** CITY strongly believes in customer service and expects administrative and enforcement personnel to treat the public in a courteous, helpful and professional manner.

**3.2.2** Enforcement action is to be carried out in a uniform and impartial manner. CONTRACTOR shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.

**3.2.3** CONTRACTOR shall operate in compliance with CITY Ordinances and Parking Enforcement Policies, which may be amended from time to time by the CITY or State of Oregon respectively.

### **3.3. Enforcement Duties.**

**3.3.1 Patrols of Time Limited, Free Parking, and Metered Zones:** CONTRACTOR shall Patrol all time-limited zones, City-owned rentable parking areas, the Free Parking zone Downtown, parking meters and CITY employee parking lots at a frequency necessary to ensure consistent enforcement.

**3.3.2 Disabled Persons Parking Areas.** Other parking restricted areas, including disabled persons parking in designated public and private off-street parking areas, will be monitored by CONTRACTOR at a frequency necessary to ensure consistent enforcement. In addition, the Parking Control Officer will respond to calls from the Police Department's Volunteers in Police Service (VIPS) who identify violations in handicapped parking areas within the District. In addition to any applicable CITY Ordinances, CONTRACTOR shall regulate offenses related to parking spaces reserved for persons with disabilities in compliance with ORS 811.615 and 811.617. Fines for violations described by ORS 811.615 and 811.617 shall be in accordance with the most recent "Schedule of Fines" for applicable violations, established by the State.

**3.3.3 Types of Violations:** CONTRACTOR shall enforce all parking and related ordinances within the contract area, including:

- a. All restricted areas
- b. All "no parking" areas
- c. Parking violations including trucks and commercial vehicles
- d. Vehicles parked on sidewalks
- e. Parking issues generated from construction zones
- f. Vehicles parked too close to fire hydrants, driveways, stop signs, intersections or crosswalks
- g. All metered areas
- h. Alleys
- i. All other parking related ordinances as contained in CITY code as they currently exist and as they may be amended.

**3.3.4 Towing:** Contractor will determine whether any parked vehicles need to be booted or towed in accordance with criteria provided by CITY as Exhibit B - Roseburg Municipal Code Chapter 8.08. When the Contractor determines that a particular parked vehicle meets these criteria, the Contractor shall arrange for the towing of the vehicle.

**3.3.5 Reporting of Missing or Damaged Signage:** Missing or damaged CITY property including, but not limited to, signs and service equipment observed by Enforcement Officers are to be called in immediately to the Street Superintendent. A written notice is also to be sent by CONTRACTOR via e-mail to the Street Superintendent by the end of the shift in which the missing or damaged property was observed. The type of sign and its exact location are to be included in any communication to the CITY.

#### **3.4. Contractor Services and Responsibilities.**

**3.4.1 Court Appearance:** CONTRACTOR will be responsible for its employees appearing in court on time and prepared to testify on parking related cases in a professional manner. CITY will respond to any questions regarding court appearances.

**3.4.2 Complaints:** Citizen complaints regarding parking enforcement and/or fines shall first be addressed by the CONTRACTOR and then the CITY Police Department.

**3.4.3 Revenues:** All parking related revenues, which include but may not be limited to, fines from parking citations issued by the CONTRACTOR, monthly parking space rental, parking violations issued by the CITY Police Department and processed by CONTRACTOR and parking meters will be collected and retained by the CONTRACTOR.

**3.4.3.1 Appeals Process:** Any parking citation appealed will be handled in the same manner as citations appealed in the CITY of Roseburg Municipal Court.

**3.4.3.2** Collection Process: In accordance with ORS 697.105, the CONTRACTOR or his Subcontractor shall send out a delinquent letter notice to the registered owner of the vehicle 20 days after the citation was issued, if the fine has not been received.

**3.4.3.3** Fine Amount: Basic overtime parking fines shall be set by the Roseburg Municipal Court Judge and are currently \$25. The bail schedule is as follows:

0 - 10 days	Original Bail amount
11 - 30 days	Original Bail amount plus \$10
31 - 50 days	Original Bail amount plus \$30
After 50 days	Original Bail amount plus \$50

**3.4.4** On an on-going basis, CONTRACTOR's Enforcement Officer(s) shall introduce themselves and the CITY Parking Enforcement Program to new businesses and property owners along the patrol routes.

**3.4.5** Parking Meter Maintenance. CONTRACTOR shall be responsible for repair and maintenance of the CITY's parking meter inventory. CITY shall provide meters and meter parts including, but not limited to, meter mechanisms, meter clocks, idler gears, bar pins, motherboards and batteries. Meters and meter parts shall be stored by CONTRACTOR at a site approved by CITY. CONTRACTOR shall provide an annual inventory of all stored meters and associated parts. Warranty claims for parking meters will be handled by CONTRACTOR with support from the CITY.

**3.4.6** Parking Permit Administration. CONTRACTOR shall be responsible for managing the CITY's parking permit program for CITY lots, parking garage and on-street residential parking.

**3.5. Vehicles**. The use of a vehicle in performance of the CONTRACTOR's services is not a requirement. However, should a vehicle(s) be used, the following will apply.

**3.5.1** Identification Markings on Vehicles: All vehicles used by enforcement personnel shall be clearly identifiable as performing parking enforcement. Vehicle markings shall not be similar to CITY traffic vehicles.

**3.5.2** Compliance with Laws: Vehicles shall be operated at all times in compliance with state and local motor vehicle and emissions laws.

**3.5.3** Posted Warning Signs: The rear of all patrol vehicles shall have a sign warning of frequent vehicle stops.

**3.5.4** Vehicle Specifications: The CITY must approve any vehicle used for parking enforcement purposes.

**3.5.5 Alternatives to Vehicles:** Foot enforcement personnel and bike enforcement personnel may be used in lieu of vehicles, as long as adequate coverage is maintained and compliance is met with all state and local pedestrian and traffic laws.

**3.6. Personnel.**

**3.6.1 General.** CONTRACTOR shall run background checks and screen its employees before the employee will perform any work or provide any services under this Contract. CONTRACTOR shall:

- a. Require all its applicants, as a condition of employment, apply for and receive a criminal history check from the Oregon State Police (OSP), a Criminal Identification Office or appropriate Federal/National Security Agency which shall be provided by the CONTRACTOR; or
- b. Contact the OSP, Criminal Investigation Office and obtain an "Oregon only" criminal history check on the applicant.
- c. Obtain driving record of the applicant from the Oregon Department of Motor Vehicles.
- d. Employ only persons competent and skilled in the performance of the work assigned to them and provide skilled and responsible supervision for such persons.
- e. Not allow employees to carry a firearm or any type of weapon while on duty.
- f. Ensure personnel are polite and courteous to the public and downtown parking patrons. Confrontations are to be avoided.
- g. Ensure employees do not implicitly or explicitly represent that they are Police Officers or other employees of the CITY of Roseburg.
- h. Be responsible for all aspects of recruitment and selection of parking enforcement personnel.
- i. Ensure all employees comply with all existing state and local motor vehicle laws while operating in the CITY.
- j. Not use discriminatory hiring practices.

**3.6.2 Employee Standards.** CONTRACTOR shall not use any employee under this Contract who is currently under indictment, has an outstanding warrant, has been convicted of any crime involving dishonesty or has any criminal psychological or employment history that in CONTRACTOR's judgment poses a risk to the security and confidentiality requirements of this Contract. In addition, CONTRACTOR's employees shall not be abusive in the use of foul

language or make comments of a sexual or racial nature, etc., while providing services under this Contract. Any employee of the CONTRACTOR who fails to meet this requirement following a single verbal warning shall be excluded from providing services under this Contract.

**3.6.3 Supervision:** CONTRACTOR will be responsible for assuring employee compliance with all employment related laws and regulations, respond to inspections/audits by regulatory agencies and pay any fines or assessments levied by regulatory agencies. CONTRACTOR will be responsible for all employee supervision, disciplinary and termination actions.

**3.6.4 Certification/Licensing.** CONTRACTOR shall obtain all necessary certifications and licenses necessary to undertake this Contract. Any such certifications or licenses shall be obtained prior to the commencement of enforcement operations.

### **3.7. Uniforms.**

**3.7.1 Appearance:** CONTRACTOR shall provide all enforcement personnel with professional appearing uniforms approved by the CITY. The uniforms shall not resemble a Police Department uniform.

**3.7.2 Photo Identification:** All enforcement personnel must carry photo identification while on duty.

**3.7.3 Required Times to Wear:** All personnel are to be in complete uniform at any time during duty hours, including time in court.

### **3.8. Training.**

**3.8.1 CONTRACTOR Responsibilities:** CONTRACTOR will be responsible for complete training of parking enforcement personnel. CONTRACTOR will maintain training records for periods as prescribed by law or policy as appropriate.

**3.8.2 Materials:** CITY will provide all materials related to regulations concerning enforcement to CONTRACTOR. All other training materials are to be provided by CONTRACTOR.

**3.8.3 Contents:** Training will include, but not be limited to:

- a. Customer service and expectations.
- b. Dealing with difficult people. Conflict management and/or dispute management.
- c. Civil Rights law and procedures.
- d. Municipal laws and ordinances relating to parking enforcement.
- e. Giving testimony and courtroom procedures.
- f. Job procedures and emergency protocol.
- g. Job safety as required by OSHA.

### **3.9. Reports and Records.**

#### **3.9.1 Recordkeeping:**

**3.9.1.1.** CONTRACTOR is responsible for all employment related recordkeeping and shall provide, upon request by the CITY, personnel and training information for each employee.

**3.9.1.2** Individual CONTRACTOR employees shall have a personnel file containing the following information with a copy of file to be furnished to CITY upon request.

- Completed application form.
- Completed background investigation and testing process.
- Training received (CONTRACTOR to furnish outline of training program to CITY for approval prior to issuance of Limited Commission).
- Written or phone in complaints received against employee including disposition.

**3.9.1.3** Each Enforcement Officer shall maintain a daily logbook of conversations, complaints and unusual circumstances that occur while performing work duties. The logbook shall be kept current at the end of each shift. In addition, each Enforcement Officer shall include in the daily activity log the following:

- Number of citations by type of violation and by location.
- Number of warnings.
- Number of impounds.
- Number of parking related service requests from citizens.
- All of the above reports by day, date, hour and location.
- A log of the above reports by day, date, hour and location.
- Location and hour of handicap parking enforcement.

**3.9.1.4** Inspection: CONTRACTOR shall keep all records as listed above for at least three years following the expiration or termination of this Contract. CONTRACTOR shall keep all records in its regular business office and shall keep the records in an orderly manner as may be instructed by CITY to assure easy access and reference to the records and shall make all records available for inspection and copying by CITY during business hours.

**3.9.2 Reports:** CITY may make additions or deletions to the list of reports it requests at its discretion. The following reports shall be prepared, transmitted and maintained at a minimum:

**3.9.2.1** Quarterly summary of ticket activity, including the number of tickets by infraction type, by street/area and a listing of voided tickets with an explanation. CONTRACTOR shall only void tickets after approval from CITY's Municipal Judge.

**3.9.2.2** Quarterly financial summary including citations, fines collected, meter collections and permit fees collected.

**3.9.2.3** Management report of current quarterly receipts.

**3.9.2.4** Quarterly report of Disabled Persons Parking Citations and Roseburg Police Department issued citations stating the ticket number, amount issued, amount paid, the location, date issued, date paid, license plate number and amount due to the State in accordance with ORS 153.633 and 153.650.

**3.9.2.5** Written reports on all complaint phone calls or on-street complaints to Officer on duty. Reports shall include names of parties involved, phone numbers, addresses (if known), the nature of complaint and action taken.

**3.9.2.6** Reports containing the above data are to be furnished to CITY no later than the 20<sup>th</sup> of the month following each calendar quarter (January 20, April 20, July 20 and October 20).

**3.9.2.7** An annual report of employees of downtown businesses in compliance with RMC 8.04.030 by March 31 of each calendar year.

### **3.10. Business Space, Supplies and Equipment.**

**3.10.1** CONTRACTOR is responsible for obtaining and maintaining office, maintenance and storage space.

**3.10.2** CONTRACTOR is responsible for furnishing all supplies for both office and field work, including citations and other materials and operating expenses.

**3.10.3** CONTRACTOR is responsible for furnishing all equipment necessary to complete the Scope of Work that is not explicitly cited as being supplied by CITY within this Contract. City-supplied materials include one vehicle, if CONTRACTOR chooses to utilize such vehicle and two handheld devices and the associated software. Any damage to the handheld devices or vehicle resulting from egregious mishandling shall be CONTRACTOR's financial responsibility to fix; normal wear and tear of the devices is expected to occur. CONTRACTOR will retain possession of the handheld devices used in Parking Enforcement until the expiration or termination of this Contract.

**4** **Payment of Expenses.** CONTRACTOR shall promptly pay all bills, wages and other expenses incurred in connection with the services or facilities covered by this Contract.

## 5. Fees

**5.1 Payment to CONTRACTOR:** As compensation for services to be rendered hereunder, CONTRACTOR shall retain 100% of the gross revenue generated per calendar for each of the following:

- Parking Meter Revenue;
- Parking Rental Space Revenue; and
- Parking Fines.

This payment shall be full compensation for work performed, for services rendered and for all labor, materials, supplies, equipment and incidentals necessary for perform the work and services.

**5.2 Payment to CITY.** In consideration for the rights granted by CITY to CONTRACTOR, CONTRACTOR shall pay an annual fee of \$42,500 during the first year of this Contract. The fee shall be made in equal monthly payments by the 5<sup>th</sup> of each month.

The annual fee for the second year of this contract shall be \$45,000. The fee for the final year of this Contract shall be \$47,500. Should CONTRACTOR exercise the option outlined in Section 1 of this Contract, the annual fees shall be renegotiated.

**6. Insurance Requirements.** At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the CITY 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

**6.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2 million combined single limit per occurrence, with an aggregate of \$4 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of the CITY shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**6.2 Automobile Liability Insurance.** Should a vehicle be used to perform the scope of work, at all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$1,000,000 for bodily injury or property damage.

**7 Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this Contract.

**8. Availability.** CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

**9. Assignment.** The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**10. Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A".

**11. Health Hazard Notification.** Contractors who are hired to perform work for the City involving the need to control hazardous energy or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

**12. CITY Rights.** CITY retains the right to:  
**12.1.** Modify, alter, add, delete or replace any:

- CITY supplied forms and/or equipment.
- Procedures, instructions and Code requirements during the Contract term.
- Enforcement areas, routes, level of enforcement, placement of enforcement effort and type of enforcement.

**12.2.** To approve or disapprove of any employee employed by CONTRACTOR and to test all new employees before issuing enforcement authority and to withdraw the enforcement authority of any enforcement personnel permanently or temporarily when such action is in the best interest of CITY.

**12.3.** To request removal of any employee when continued employment would be detrimental to the best interests of CITY. CITY shall provide any such request in writing.

**13. Independent 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 CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

**14. Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

**15. Arbitration.** Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

**16. Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**17. Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property

of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**18. Early Termination.**

**18.1** This Contract may be terminated by mutual consent of both parties at any time.

**18.2** This Contract may be terminated at any time by either party for any reason or for no stated reason upon 180 days prior written notice to the other party.

**18.3** CITY may terminate this Contract in the event of a default as described in Section 19 of this Contract, by giving CONTRACTOR written notice of the default and intent to terminate at least ten days in advance of such termination.

**18.4** CONTRACTOR may terminate this Contract in the event of a breach by the CITY of the Contract. Prior to such termination CONTRACTOR shall give CITY written notice of the breach and intent to terminate. If CITY has not entirely cured the breach within fifteen days of notice, then CONTRACTOR may terminate the Contract at any time thereafter by giving a written notice of termination. If CITY breaches this Contract, CONTRACTOR's remedy shall be limited to termination of the Contract and receipt of payments to which CONTRACTOR is entitled.

**18.5** Notwithstanding Subsection 19.3, CITY may terminate this Contract immediately by written notice to CONTRACTOR upon denial, suspension, revocation or non-renewal of any license, permit or certificate that CONTRACTOR must hold to provide services under this Contract.

**19. Default.** The following shall constitute an event of default under this Contract:

**19.1 Non-Payment.** An event of default shall occur if CONTRACTOR fails to pay any fee when due, and such failure continues for ten days after written notice is given to CONTRACTOR, provided CITY shall not be required to give written notice more than once during any twelve-month period. After notice has been given once, CONTRACTOR shall be deemed in default, without the opportunity to cure, for any subsequent failure to pay fees during the ensuing twelve-month period if such failure continues for ten days after the same becomes due.

**19.2 Breach of Other Obligations.** Except as otherwise provided in this Contract, an event of default shall occur upon the failure of CONTRACTOR to cure a violation of any term, provision or condition of this Contract within thirty days after written notice is given to CONTRACTOR by CITY specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty days, this provision shall be deemed complied with if CONTRACTOR begins correction of the default within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as

practicable. CITY may require, as a part of the cure of any violation by CONTRACTOR, reimbursement by CONTRACTOR to CITY of any and all costs and expenses incurred by CITY by reason of CONTRACTOR's violation of this Contract.

**19.3 Second Failure to Cure.** If CONTRACTOR cures a deficiency in the manner described in Subsection 18.2, CONTRACTOR's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

**19.4 Insolvency.** CONTRACTOR shall also be in default in the event of CONTRACTOR's insolvency; an assignment by CONTRACTOR for the benefit of creditors; the filing by CONTRACTOR of a voluntary petition in bankruptcy; adjudication that CONTRACTOR is bankrupt; the filing of an involuntary petition in bankruptcy and the failure of CONTRACTOR to seek a dismissal of the petition within thirty days after the filing; and the attachment of or the levy of execution on the leasehold interest and failure of the CONTRACTOR to secure a discharge of the attachment or release of the levy of execution within ten days after such attachment or execution.

**20. Payment on Early Termination.** Upon termination of this Contract, CONTRACTOR shall pay CITY within thirty days all amounts owed to CITY pursuant to Subsection 5.2. CITY shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim CITY may have against CONTRACTOR.

**21. Notices.** Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF ROSEBURG  
C. Lance Colley, City Manager  
900 SE Douglas  
Roseburg, OR 97470

DOWNTOWN ROSEBURG ASSOCIATION  
Roxanna Grant, Executive Director  
922 SE Washington  
Roseburg, OR 97470

**22. Applicable Laws.** The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

**23. Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

**CITY OF ROSEBURG**

**DOWNTOWN ROSEBURG ASSOCIATION**

\_\_\_\_\_  
**C. Lance Colley, City Manager**  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Roxanna Grant, Executive Director**  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Tax Identification Number**

\_\_\_\_\_  
**Sheila R. Cox, City Recorder**

**EXHIBIT "A"**  
**STANDARD CITY CONTRACT PROVISIONS FOR**  
**PROFESSIONAL/PERSONAL SERVICES**

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for professional/personal services between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

**1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:**

**1.1** The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

**1.2** By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women or emerging small business enterprise in obtaining any required subcontract.

**1.3** If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

**2. NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:**

**2.1** As used in this Section, "nonresident contractor" means a contractor that:

- (a)** Has not paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract;
- (b)** Does not have a business address in this state; and
- (c)** Stated in the bid or proposal for the Contract that it was not a "resident bidder" under ORS 279A.120.

**2.2** If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

**3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:**

**3.1** Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to

Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

**3.2** The City shall give preference to goods that are considered to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

**4. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220(1):** The Contractor shall:

**4.1** Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

**4.2** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

**4.3** Not permit any lien or claim to be filed or prosecuted against the City or any subdivision, agency or employee thereof on account of any labor or material furnished.

**4.4** Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

**5. SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the Contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**6. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

**6.1** Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**6.2** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to

provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

**7. HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public contracts for goods or personal property.

**7.1** No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

**(a)** All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

**(b)** All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and

**(c)** For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

**7.2** For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

**7.3** The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

**8. EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

**9. COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.

**EXHIBIT "B"**  
**CHAPTER 8.08 - PARKING FINES AND ADDITIONAL REMEDIES**

**Sections:**

**8.08.005 - Definitions.**

As used in this Chapter, the following words or phrases shall mean:

- A. "Authorized Agent or Agent" means any person authorized by the Police Chief or the Police Chief's designee to enforce the provisions of this Chapter, which may include a City employee, Parking Control Officer, Police Officer and/or the employee of a company with which the City has contracted with for the enforcement of the provisions of this Chapter.
- B. "Bail" means funds deposited by a defendant to secure the defendant's appearance in court for a traffic or parking offense.
- C. "Boot device" means a device designed to be installed or attached to a vehicle for the purpose of immobilizing said vehicle.
- D. "Booting" means installing or attaching a boot to a motor vehicle.
- E. "Fine" means a sum imposed as punishment for a traffic or parking offense; a forfeiture or penalty paid. (Ord. 2954 § 1 (part), 1996) (Ord. No. 3313, § 1, 7-13-2009)

**8.08.010 - Purpose.**

The purpose of this Chapter is to authorize fines as set by the Municipal Judge and to establish additional remedies for the violation of any provision of Chapters 8.02, 8.04 and 8.06 of this Code. Fines for such violations shall be as set by the Municipal Judge and additional remedies shall be as set forth by this Chapter. (Ord. 2954 § 1 (part), 1996)

**8.08.020 - Immobilization of vehicles involved in traffic or parking citations resulting in outstanding fines.**

- A. For citations issued for violation of any provision of Chapters 8.02, 8.04 and 8.06 of this Code:
  - 1. Bail is outstanding if it is not posted within the time specified on the citation and remains outstanding until entry of judgment in the judicial proceedings based on the citation;
  - 2. A fine is outstanding if unpaid and overdue and remains outstanding until discharged by payment, judicial action, or confinement in jail.
- B. No operator of a vehicle shall cause, and no owner of a vehicle shall allow, a vehicle which has been involved in five or more parking violations under the applicable Chapters of this Code, for which outstanding bail, fines, or both, total \$250 or more and for which notice has been sent to the vehicle owner that such outstanding bail or fines may result in immobilization of the vehicle, to be on a public right-of-way, public property or other property upon which the City enforces parking regulations pursuant to a contract or agreement.
- C. Upon finding an owner of a vehicle, which has been involved in five or more parking violations under the applicable Chapters of this Code, has outstanding bail, fines or both totaling \$250, the Finance Director shall direct a notice to be sent to said vehicle owner. Such notice shall specify that if the outstanding bail and/or fines are not paid within ten (10) days of the date of the notice, the vehicle involved in such

parking violations shall be considered subject to booting upon being found parked upon a City street or upon property owned or controlled by the City.

- D. If, at least ten (10) calendar days subsequent to the notice sent to a vehicle owner pursuant to the above Subsection C, Authorized Agent of the City finds the subject vehicle located on property identified in the above Subsections B or C, the Agent may immobilize the vehicle in accordance with this Chapter. (Ord. 2954 § 1 (part), 1996) (Ord. No. 3313, § 2, 7-13-2009)

#### **8.08.030 - Installation of boot device.**

- A. Upon finding the conditions identified in Subsections 8.08.020C and D exist, an Authorized Agent finding the subject vehicle so parked may:
1. Immobilize the vehicle for up to two business days by booting the vehicle;
  2. Conspicuously affix the written notice prescribed in the following subsection B to the vehicle; and
  3. Unless release of the vehicle is arranged within two business days, or a request for a hearing before the Municipal Court is filed, impound the vehicle by causing the vehicle to be removed from the street or other public property.
- B. The notice required by the above Subsection A(2) shall contain the following:
1. The name of the Authorized Agent ordering the temporary immobilization;
  2. A description of the vehicle and its location;
  3. A statement of the reason for the temporary immobilization and possible impoundment of the vehicle, including a reference to the Section of this Code that was violated;
  4. Where to go and how to obtain release of the vehicle or how to file a request for a hearing before Municipal Court;
  5. The date and time when the City will have the vehicle towed and stored at the owner's expense, resulting in the sale of the vehicle to satisfy the towing and storage expenses, and any unpaid bail and fines, if the owner fails to redeem the vehicle; and
  6. A statement warning that removing, or attempting to remove the boot device, or moving or attempting to remove the vehicle before it is released as authorized by this Code, is an offense. (Ord. 2954 § 1 (part), 1996) (Ord. No. 3313, § 3, 7-13-2009)

#### **8.08.040 - Hearing to contest validity of impoundment.**

Any person provided notice of potential vehicle impoundment under Section 8.06.030, or any other person who reasonably appears to have an interest in the vehicle may request a hearing before the Municipal Court to contest the validity of the impoundment of the vehicle. The request must be filed with the Municipal Court within 2 business days of the date the potential impoundment notice was affixed to the vehicle. Subsequent to receiving such request, the Municipal Judge shall conduct the hearing within 4 business days after the request is received.

- A. The person requesting the hearing must present clear and convincing information to the Municipal Judge or the Judge's designee, that the present owner of the vehicle did not own the booted vehicle at the time the parking citations were issued or that the bail and fines for such citations were paid before the vehicle was temporarily immobilized.
- B. The Municipal Judge may, for good cause, extend the time limit the boot device is left attached to a vehicle before the vehicle is impounded if the owner submits a

written statement, assuming all risk of damage to the vehicle while it remains booted. The extension of the time limit shall not exceed an additional 24 hours, excluding weekends and holidays.

- C. There shall be no further appeal beyond the Municipal Court hearing. (Ord. 3196 § 1, 2005; Ord. 2954 § 1 (part), 1996) (Ord. No. 3313, § 5, 7-13-2009)

**8.08.050 - Removal of boot device.**

- A. No person other than an Authorized Agent of the City may remove or attempt to remove the boot device, or move or attempt to move the vehicle, before it is released by the Police Department, Municipal Court Clerk or Authorized Agent in accordance with this Section. If the boot device has been removed, or the vehicle has been moved, in violation of this Subsection, in addition to the issuance of a citation for the violation, an Authorized Agent of the City may order impoundment of the vehicle.
- B. A vehicle shall be released and the boot device removed when the owner or operator of the vehicle:
  - 1. Posts bail and pays all fines and bail for parking citations issued against the vehicle, its operator or owner; or
  - 2. Obtains a favorable judgment for the Municipal Judge pursuant to the hearing conducted under Section 8.08.040 of this Chapter.

**8.08.060 - Impoundment—Sale and redemption.**

- A. Any vehicle impounded pursuant to Subsection 8.08.030A, may be sold as prescribed by ORS 819.100—819.260 et seq.
- B. The City's interest in, and hold on, any vehicle impounded pursuant to this Chapter shall be released any time prior to sale of the vehicle if the owner, or other person having a financial interest in the vehicle, posts any unpaid bail and pays all unpaid fines. (Ord. 3057 § 2 (part), 1999; Ord. 2954 § 1 (part), 1996) (Ord. No. 3313, § 6, 7-13-2009)

**8.08.070 - Possessory lien for towing and storage.**

- A. Any person who, at the request of an Authorized Agent tows and stores a vehicle as authorized by this Chapter:
  - 1. Except as otherwise provided in this Section, shall have a lien on the vehicle and its contents in accordance with ORS 819.100—819.260 for the just and reasonable charges for towing and storage services performed;
  - 2. May retain possession of the vehicle and contents until such charges are paid; and
  - 3. Shall provide written notice, approved by the City, containing information on the procedures necessary to obtain the release of the vehicle and the hearing, as provided in this Chapter, to each person who seeks to redeem the vehicle.
- B. A lien described under this Section does not attach to the contents of any vehicle until fifteen (15) days after the vehicle has been taken into custody.
- C. No person towing or storing a vehicle as provided in this Chapter may release the vehicle without first obtaining the written permission of the Municipal Court, the Police Department or an Authorized Agent of the City.
- D. Before any net proceeds from the sale of the vehicle are paid as provided in Subsection (2) of ORS 87.206, they shall be deposited with Municipal Court to

satisfy any unpaid bail and fines for parking offenses involving said vehicle. Any amount remaining thereafter shall then be paid by the City to Douglas County Treasurer. At the time the net proceeds are deposited with the Municipal Court, the lien claimant shall also deliver to Municipal Court the documents required by Subsection (2) of ORS 87.206. (Ord. 3057 § 2 (part), 1999; Ord. 2954 § 1 (part), 1996) (Ord. No. 3313, § 7, 7-13-2009)

*CLC*  
*5/16/16*

INFORMATIONAL A  
5-23-16

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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## ACTIVITY REPORT

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**Meeting Date:** May 23, 2016  
**Department:** City Manager  
**[www.cityofroseburg.org](http://www.cityofroseburg.org)**

**Agenda Section:** City Manager Reports  
**Staff Contact:** C. Lance Colley  
**Contact Telephone Number:** 492-6866

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### ISSUE STATEMENT AND SUMMARY

At each meeting I will provide the City Council with a report on the activities of the City, along with an update on operational/personnel related issues which may be of interest to the Council. These reports shall be strictly informational and will not require any action on the Council's part. The reports are intended to provide a mechanism to solicit feedback and enhance communication between the Council, City Manager and City Staff. For your May 23, 2016, meeting, I provide the following items:

- Department Head Meeting Agendas
- Tentative Future Council Agenda Items
- City Manager Weekly Messages



Agenda  
Department Heads Meeting  
May 11, 2016 – 10:00 a.m.

1. Review May 9, 2016 Council Meeting
2. Review Tentative May 23, 2016 Agendas
3. Tentative Future Agenda
4. Document Signing/Grants
  - Agreement for fire training
  - Division of Assets Agreement
  - Acceptance of 15UR04 Stephens Street Improvements
  - Stewart Park Restroom Renovation Grant Checklist
  - Wine Barrel Tour Parking Structure Use Permit
  - Taser Axon Body Camera Upgrade Agreement
  - COPS Hiring Grant 2016 Checklist
  - Community Policing Development 2016 Grant Checklist
5. First Aid/CPR
6. Department Items

**CITY CONNECTION SCHEDULE**

Submission Deadline – 8:00 a.m. June 20<sup>th</sup>

Publication – June 27<sup>th</sup>

**Suggested Articles:**

Recreational Marijuana	Library District
Downtown issues	Sprayground/Playground
Resolutions	Ordinances
4 <sup>th</sup> of July Flyer	MOTHS flyer
K9 Fun Run Flyer	Wings & Wheels Flyer
Airport & Community Highlights ?	100 years ago
Recycling topic	Umpqua River Run flyer
PW Projects/Paving/etc.	Parks & Rec programs
Fire safety topic	Police safety topic
New welcome videos on website	Speak up Roseburg (anything new)
Updates re: downtown project and Hwy 138	
Willis House Grant?	Mayor's message
City Manager's Budget message	Non Profit Funding Awards



**Agenda**  
**Department Heads Meeting**  
**May 16, 2016 – 10:00 a.m.**

1. Review Tentative May 23, 2016 Agendas
2. Tentative Future Agenda
3. Document Signing/Grants
4. ComSpan Franchise Fees
5. Department Items

**CITY CONNECTION SCHEDULE**

Submission Deadline – 8:00 a.m. June 20<sup>th</sup>

Publication – June 27<sup>th</sup>

**Suggested Articles:**

Recreational Marijuana  
Downtown issues  
Resolutions  
4<sup>th</sup> of July Flyer  
K9 Fun Run Flyer  
Airport & Community Highlights ?  
Recycling topic  
PW Projects/Paving/etc.  
Fire safety topic  
New welcome videos on website  
Updates re: downtown project and Hwy 138  
Willis House Grant?  
City Manager's Budget message

Library District  
Sprayground/Playground  
Ordinances  
MOTHS flyer  
Wings & Wheels Flyer  
100 years ago  
Umpqua River Run flyer  
Parks & Rec programs  
Police safety topic  
Speak up Roseburg (anything new)

Mayor's message  
Non Profit Funding Awards

**TENTATIVE FUTURE COUNCIL AGENDA**

**Unscheduled**

- City Hall Entry/Finance Department Remodel
- Ordinance No. \_\_\_\_ - Adopting ORS re: Shopping Carts
- Roadside Memorial Policy
- Urban Services Agreement
- Amending RMC 5.04 Water Rules and Regulations

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**June 13, 2016**

Mayor's Report

- A. Camp Millennium Week Proclamation – Sarah Miller

Consent Agenda

- A. Minutes of May 23, 2016

Public Hearing

- A. Resolution No. 2016-\_\_\_\_ - 2016/17 Budget Adoption
  - 1. Non-Profit Organization Funding Requests

Ordinances

- A. 2<sup>nd</sup> Reading, Ordinance No. \_\_\_\_ - Single Lot Local Improvement District
- B. Ordinance No. \_\_\_\_ - Smoking Prohibition for City Parking Lots and Sidewalks Abutting City Property

Resolutions

- A. Resolution No. 2016-\_\_\_\_ - 2015-2016 Budget Reappropriation

Department Items

- A. Murray Smith & Associates Task Order – Overlay Construction Management
- B. Overlay Bid Award

Informational

- A. Activity Report

Urban Renewal Agency Board Meeting

- A. Approval of Minutes
- B. Public Hearing - Resolution – 2016/17 Budget Adoption

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**June 27, 2016**

Consent Agenda

- A. Minutes of June 13, 2016

Ordinances

- A. 2<sup>nd</sup> Reading, Ordinance No. \_\_\_\_ - Smoking Prohibition for City Parking Lots and Sidewalks Abutting City Property

Resolutions

- A. Resolution No. 2016-\_\_\_\_ - Recreational Marijuana Sales Tax

Informational

- A. Activity Report

Executive Session

- A. Municipal Judge Evaluation

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**July 11, 2016**

Consent Agenda

- A. Minutes of June 27, 2016

Informational

- A. Activity Report

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**July 25, 2016**

Consent Agenda

- A. Minutes of July 11, 2016

Informational

- A. Activity Report (Quarterly Reports)

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**August 8, 2016**

Consent Agenda

- A. Minutes of July 25, 2016

Informational

- A. Activity Report

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**August 22, 2016**

Consent Agenda

- A. Minutes of August 8, 2016

Informational

- A. Activity Report

Executive Session

- A. City Manager Quarterly Evaluation

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**September 12, 2016**

Council Reports

- A. Implementation of City Manager Annual Performance Evaluation

Consent Agenda

- A. Minutes of August 22, 2016

Department Items

- A. Downtown Roseburg Association Annual Report

Informational

- A. Activity Report

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**September 26, 2016**

Mayor Reports

- A. Walk and Bike to School Day Proclamation

Consent Agenda

- A. Minutes of September 12, 2016

Informational

- A. Activity Report

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**October 10, 2016**

Consent Agenda

- A. Minutes of September 26, 2016

Informational

- A. Activity Report

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**October 24, 2016**

Consent Agenda

- A. Minutes of October 10, 2016
- B. Cancellation of December 26, 2016, Meeting

Informational

- A. Activity Report (Quarterly Reports)

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**November 14, 2016**

Consent Agenda

- A. Minutes of October 24, 2016

Informational

- A. Activity Report

Executive Session

- A. City Manager Annual Review

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**November 28, 2016**

City Council Reports

- A. City Manager Contract

Consent Agenda

- A. Minutes of November 14, 2016

Informational

- A. Activity Report

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**December 12, 2016**

Mayor Reports

- A. Election Results

Consent Agenda

- A. Minutes of November 28, 2016

Informational

- A. Activity Report

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**January 9, 2017**

Mayor Report

- A. State of the City Address
- B. Commission Chair Appointments
- C. Commission Appointments

Council Ward Reports

- A. Election of Council President
- B. Planning Commission Appointments

Consent Agenda

- A. Minutes of December 12, 2016

Informational

- A. Activity Report

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**January 23, 2017**

Consent Agenda

- A. Minutes of January 10, 2017

Informational

- A. Activity Report – Municipal Court Quarterly Report

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**February 13, 2017**

Special Presentation

- A. CAFR Review – Auditor Scott Cooley
- B. Quarterly Financial Report – Quarter Ended December 31, 2016
- C. 2017-18 Budget Calendar

Consent Agenda

- A. Minutes of January 2, 2017

Informational

- A. Activity Report

Executive Session

- A. City Manager Quarterly Evaluation

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**February 27, 2017**

Consent Agenda

- A. Minutes of February 14, 2017

Department Items

- A. The Partnership Annual Report

Informational

- A. Activity Report

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**March 13, 2017**

Consent Agenda

- A. Minutes of February 28, 2017

Department Items

- A. Visitors Bureau Annual Report

Informational

- A. Activity Report

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**March 27, 2017**

Consent Agenda

- A. Minutes of March 14, 2017

Informational

- A. Activity Report

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**April 10, 2017**

Mayor's Report

- A. Volunteer Recognition Month Proclamation

Consent Agenda

- A. Minutes of March 28, 2017
- B. 2017 OLCC License Renewal Endorsement

Informational

- A. Activity Report – Budget Calendar Reminder

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**April 24, 2017**

Consent Agenda

- A. Minutes of April 11, 2017

Informational

- A. Activity Report – Municipal Court and Financial Quarterly Reports

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**May 8, 2017**

Consent Agenda

- A. Minutes of April 25, 2017
- B. U-TRANS Services Contract

Informational

- A. Activity Report

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Executive Session

- A. City Manager Quarterly Evaluation

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**May 22, 2017**

Consent Agenda

- A. Minutes of May 9, 2017
- B. Fee Amendment Resolutions

Informational

- A. Activity Report

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**June 12, 2017**

Mayor Reports

- A. Camp Millennium Week Proclamation

Consent Agenda

- A. Minutes of May 23, 2017

Public Hearing

- A. Resolution No. 2017 – 2017/18 Budget Adoption

Informational

- A. Activity Report

Urban Renewal Agency Board Meeting

- A. Approval of Minutes
- B. Public Hearing – 2017/18 Budget Adoption

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**June 26, 2017**

Consent Agenda

- A. Minutes of June 13, 2017

Informational

- A. Activity Report

Executive Session

- A. Municipal Judge Evaluation

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**July 10, 2017**

Consent Agenda

- A. Minutes of June 27, 2017

Informational

- A. Activity Report

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**July 24, 2017**

Consent Agenda

- A. Minutes of July 11, 2017

Informational

- A. Activity Report – Municipal Court and Financial Quarterly Reports

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**August 14, 2017**

Consent Agenda

- A. Minutes of July 25, 2017

Informational

- A. Activity Report

Executive Session

- A. City Manager Quarterly Evaluation

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**August 28, 2017**

Consent Agenda

- A. Minutes of August 8, 2017

Informational

- A. Activity Report

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**September 11, 2017**

Council Reports

- A. Implementation of Annual City Manager Performance Evaluation

Consent Agenda

- A. Minutes of August 22, 2017

Department Items

- A. Downtown Roseburg Association Annual Report

Informational

- A. Activity Report

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**September 25, 2017**

Mayor Reports

- A. Walk and Bike to School Day Proclamation

Consent Agenda

- A. Minutes of September 12, 2017

Informational

- A. Activity Report

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**October 9, 2017**

Consent Agenda

- A. Minutes of September 26, 2017

Informational

- A. Activity Report

\*\*\*\*\*

**October 23, 2017**

Consent Agenda

- A. Minutes of October 10, 2017
- B. Cancellation of December 26, 2017 Meeting

Informational

- A. Activity Report – Municipal Court & Financial Quarterly Reports

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**November 13, 2017**

Consent Agenda

- A. Minutes of October 24, 2017
- B. Cancel December 25, 2017 Meeting

Informational

- A. Activity Report

Executive Session

- A. City Manager Annual Report

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**November 27, 2017**

Council Report

- A. City Manager's Contract

Consent Agenda

- A. Minutes of November 14, 2017

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Informational

A. Activity Report

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**December 11, 2016**

Mayor Reports

A. Election Results

Consent Agenda

A. Minutes of November 28, 2017

Informational

A. Activity Report

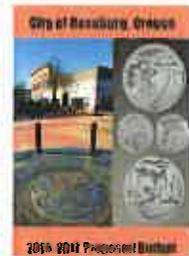
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Friday May 6, 2016

Good Friday afternoon everyone! It looks like it is going to be a perfect weekend to get outside so I hope you all have a chance to do that. Next week we have a series of evening meetings so enjoy the sun over the weekend. As a reminder, we start our Council meeting on Monday at 6:00 p.m. with a Special Meeting on transportation funding. One of Council's goals for the last three years has related to infrastructure funding. We have addressed funding priorities in the Water Utility and Storm Utility, but we currently do not have an adequate funding stream to meet our long-term maintenance and capital improvement needs. Your Council packet includes a memo from Nikki and a League of Oregon Cities Local Focus from November 2014 related to transportation funding. This is an important discussion and we hope we can begin formulating some plans to address intermediate and long-term needs.

Please don't forget we also have budget committee meetings scheduled for Tuesday, Wednesday and (hopefully not needed) Thursday. We have been notified by a number of members that they will not be able to attend so please make every effort to be there so we have a quorum for decision making purposes. The annual budget process is a key element in ensuring our service delivery system continues to meet the needs of our citizens in a timely and efficient manner. We look forward to working with you all on this important process.



On Tuesday, the News Review Editorial Board invited about 20 members of the community to provide input as sort of a Community Editorial response team. The purpose of inviting the group was to ask a very diverse group to provide insight into issues that the paper may not have been aware of and issues of interest from a community perspective. As they said, they don't know what they don't know. It is clear that the News Review's Editorial Board wants to transition back to being the "local media" of choice. Tim Smith was recently hired as the Publisher/General Manager after spending a number of years with Brooke Communications and a number of years before that with the News Review. Craig Reed was recently promoted to Editor after spending almost 30 years with the paper, and Pat Markham, owner of Brooke Communications is the new owner.



Those invited to attend included the chairs of the local republican and democratic parties, directors of DTO and Umpqua Watersheds, other folks from timber backgrounds and the environmental community, education, philanthropy, local government and other opinion leaders from around Douglas County. All of those in

attendance were invited to provide topics of interest and to periodically write guest editorials about topics they might be particularly interested in. As part of Council's goal setting process, we discussed how to better utilize traditional and social media to communicate with our constituents. This is an open invitation for us to provide periodic written communications on the editorial pages of the News Review on topics most important to us. If there are topics Council thinks are particularly important to write about now I would be happy to get started.

Thursday I attended the Douglas County Chamber of Commerce/Umpqua Basin Economic Alliance semi-annual summit hosted by the City of Elkton and the Elkton Community Education Center at their facility just west of downtown Elkton adjacent to the butterfly garden. The summit was attended by 46 community and economic development leaders from around Douglas County, their largest summit to date. It was a great opportunity to share what is going on in communities from all over Douglas County in the realm of economic development and to see how our various partnerships and organizations are working cooperatively toward job creation and economic change.

During the summit, Wayne Patterson, executive director of the Partnership talked about the process we are utilizing for branding the county wide area (Envision Umpqua). He also mentions the recent recommendation made by the City of Roseburg's EDC to Council to provide partial funding for a media campaign and website development to take advantage of the upcoming US Olympic trials in Eugene. The funding request is included in your packet for consideration Monday night. From both an image standpoint, and a tourism standpoint, having this worldwide spectacle just 60 minutes away is a great opportunity for Roseburg to showcase our opportunities to thousands of attendees, athletes and supporters from around Oregon, the country and in some cases, around the world.

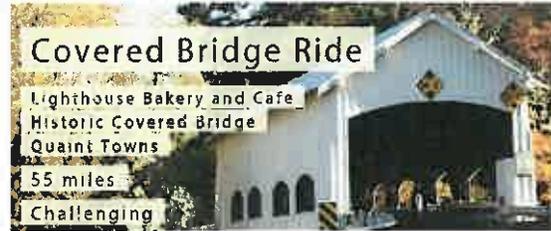
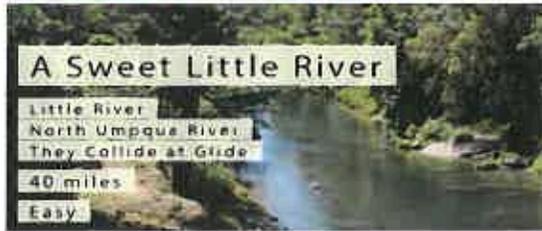


Jim Caplan also announced that Cycle Umpqua had received word from Travel Oregon that their application for a "Bicycle Tourism Studio" for the Umpqua Valley had been approved this week.



This will be a great opportunity to further the tourism aspects of biking in the county and Jim is working to add a viticulture/agriculture component to the tourism studio efforts. Planning for this activity will begin right away, and the studio and other activities will take place in early 2017. Congratulations to the group for their efforts in this very competitive grant process.

You can find more specific information on the studio program at <http://industry.traveloregon.com/industry-resources/destination-development/rural-tourism-studio/> . You can also find information on Cycle Umpqua at <http://www.cycleumpqua.com/> .



Just a quick reminder that I will be away from the office for your May 23<sup>rd</sup> meeting, but we look forward to seeing you all Monday, Tuesday and Wednesday next week. Thanks for your commitment to the City and our community. Have a great weekend everyone!

Friday the 13<sup>th</sup>!

Good Friday afternoon everyone. We would all like to thank Council and the Budget Committee for their commitments this week. It was a full Monday and Tuesday, but I think we are making progress on a number of policy issues and the approved budget should allow us to continue to make progress on each of our Council goals. The budget framework provides for the same high level of service in most areas with some enhanced service levels in code compliance and project management. We look forward to continuing our service to the community.

Early in the week, Wayne Patterson from the Partnership and I met with David Foster, the regional representative from the Federal Economic Development Administration to talk about opportunities within the community to apply for EDA funding for either technical assistance in advance of, or leading to, some potential project work in the community. There are high levels of interest to provide space for entrepreneurs in the areas of culinary arts, arts and "makers" but capital investments are difficult to come by. Our interest, in cooperation with the EDA, would be to evaluate how local space might help develop new jobs, employers or job skills and training to meet local needs. Skilled welders, metal workers and wood workers are in demand in our community but employers are having difficulty filling their positions with local talent. I will keep you posted as we hear more on this front.

We continue to work with the Partnership to develop information related to the wine tourism industry, particularly around siting of an upscale boutique hotel. We have met with a number of property owners, potential developers and possible management groups to determine project feasibility. The Partnership is the lead on this exciting opportunity, but we continue to provide information and support for the potential project. The Partnership is continuing to work on the Med Ed project. You may have seen the article in last Sunday's News Review on the front page. There will be additional front page articles for the next few weeks outlining the needs, issues and our potential solution. It is still a big lift, but a lot of work is being done this month to see if we can continue to move forward.

On the Commission front this week, the Parks Commission held a special meeting on Thursday morning to make a recommendation to Council to assign the concessionaires agreement for operations at the Stewart Park Golf course to Umpqua Golf Management, LLC. The new owners have actually been the principal operators of the course for the prior owner as well as the operators of the Umpqua Golf resort in



Sutherlin. We are looking forward to continuing to work with these gentlemen in their new capacity as owner/operators. They will be looking to upgrade a few areas of the course in the near future, but likely will continue to operate at Stewart Park in a very similar and successful manner.

Public Works Commission met on Thursday and considered a number of bid awards and contract awards for recommendation to Council. It is that time of year where Public Works staff will be rolling out a number of significant projects for Council consideration and then construction in the coming weeks and months. On your agenda for May 23<sup>rd</sup> will be the Pavement Management Slurry Seal bid, phase 2 of the water reservoir piping, Fairmont Street storm sewer improvements, Spruce/Parrott street improvement project and Spruce/Parrott construction management services. The entire package is around \$2 million with funding coming from various sources including water, storm, urban renewal and transportation. Each of these projects, if awarded, will begin soon and be completed this construction season. Stay tuned, there will be more to come.



Don't forget that there are two opportunities to honor our public safety folks next week. On Monday, Tom Ryan will read a proclamation to kick off Emergency Medical Services week at UCC at 9:30 a.m. outside the Jacoby Auditorium. Also, on Tuesday morning at 9:00 a.m. there will be a memorial ceremony in front of the Court House to honor our fallen police officers from Roseburg and around Douglas County who gave their lives in the line of duty. Please see the following flyers and you are all invited to both events.

Have a great weekend everyone!



# You're invited...

## Emergency Medical Services Week Kickoff Event

EMS Week, May 15-21, is a time to thank the many volunteers, EMTs, paramedics, firefighters and other emergency medical service professionals who provide vital, life-saving public services to our communities 24 hours a day, seven days a week.

9:30 a.m. Monday, May 16, 2016  
Brief remarks and refreshments

Umpqua Community College  
Jacoby Terrace (outside the auditorium)

Info: 503.685.7558



Sponsored by Architrave Health, ATRIO Health Plans and CHI Mercy Health with appreciation.  
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# 2016 PEACE OFFICER MEMORIAL

## SPEAKERS:

SHERIFF JOHN HANLIN

COMMISSIONER SUSAN MORGAN

DA RICK WESEMBERG

## FEATURING:

BAG PIPES

REMEMBRANCE WITH HONOR

21 GUN SALUTE

## WHEN:

**TUESDAY MAY 17, 2016 9 A.M.**  
**OPEN TO THE PUBLIC**

## WHERE:

**The front steps of the  
Douglas County Courthouse**

1036 SE Douglas Ave., Roseburg, OR

## HONORING:

**OFFICER DONALD DESUES—ROSEBURG POLICE DEPT.**

**SERGEANT GERALD CHIRRIK—DOUGLAS CO. S.O.**

**CORPORAL VIRGLE KNIGHT, JR.—DOUGLAS CO. S.O.**

**SPECIAL DEPUTY RONALD TERWILLIGER—DOUGLAS CO. S.O.**

**DEPUTY MORRIS TAYLOR—DOUGLAS CO. S.O.**

**IN  
VALOR  
THERE  
IS  
HOPE**  
- Tacitus

For information please contact:

Cpl. Brad O'Dell

[brodell@co.douglas.or.us](mailto:brodell@co.douglas.or.us)