

ROSEBURG CITY COUNCIL AGENDA – SEPTEMBER 24, 2018
City Council Chambers, City Hall
900 S. E. Douglas Avenue, Roseburg, OR 97470



6:30 p.m. – Work Study – Urban Growth Boundary Swap

7:00 p.m. - Regular Meeting

1. **Call to Order – Mayor Larry Rich**
2. **Pledge of Allegiance**
3. **Roll Call**
Alison Eggers Linda Fisher-Fowler Ashley Hicks Steve Kaser
John McDonald Brian Prawitz Tom Ryan Andrea Zielinski
4. **Mayor Reports**
 - A. Walk & Bike to School Day Proclamation
 - B. City Manager Recruitment Process/Contract Authorization
5. **Commission Reports/Council Ward Reports**
6. **Audience Participation – See Information on the Reverse**
7. **Consent Agenda**
 - A. Minutes of Regular Meeting of September 10, 2018
8. **Ordinances**
 - A. Ordinance No. 3509 – Revision to RMC 9.16 – Hotel/Motel Occupancy Tax, Second Reading
 - B. Ordinance No. 3510 - RMC 3.22.020 Amendment – Government Exemptions at the Roseburg Regional Airport, Second Reading
 - C. Ordinance No. 3511 – Proposed Code Amendment – Unlawful Smoking in Parking Lots and Adjacent Sidewalks, Second Reading
9. **Resolutions**
 - A. Resolution No. 2018-22 - Library Policies and Procedures
 - B. Resolution No. 2018-23 - Library Fees
10. **Department Items**
 - A. Safe Route to Schools Grant Application Authorization
 - B. Police Officer Recruiting and Hiring
 - C. Storage Area Network (SAN) Acquisition
 - D. Vehicle for Hire Services Update
 - E. Legion Field Improvement Proposal & Exemption from Naming Policy
11. **Informational**
 - A. Activity Report
12. **Items from Mayor, City Council**
13. **Adjournment**
14. **Executive Session ORS 192.660(2)**

***** 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.

Je
9/19/18

WORK STUDY
9/24/2018

ROSEBURG CITY COUNCIL WORK STUDY SUMMARY



URBAN GROWTH BOUNDARY SWAP

Meeting Date: September 24, 2018
Department: Community Development
www.cityofroseburg.org

Agenda Section: Work Study
Staff Contact: Stuart Cowie
Contact Telephone Number: 541-492-6750

ISSUE STATEMENT AND SUMMARY

The City is proposing to initiate an Urban Growth Boundary (UGB) swap process. The City has been approached by two property owners who have a significant amount of land within the UGB, but face substantial development constraints involving the properties, and have asked to be de-annexed and removed from the City limits and UGB. The City proposes that the acreage removed from the de-annexed property be used to expand the UGB into the Charter Oaks area through what is referred to as a UGB swap in which little to no net increase occurs in the amount of density between the properties removed and the properties taken into the UGB.

Significant discussion with the Department of State Lands and affected City Departments has occurred to determine the feasibility of this process. The following summary is provided in a what, when, where, who, why and how style of format that can be used to provide background concerning the purpose and history of the Roseburg UGB that has led us to where we are today. Two maps are attached to this summary indicating the proposed area to be removed and the approximate location of the Charter Oaks area to be included into the UGB. Please be advised that these are rough boundaries and subject to change.

What

The UGB in conjunction with the Roseburg Urban Area Comprehensive Plan (Comp Plan) is designed to provide urban levels of services such as water, sewer, fire, police, etc. promoting development within the UGB and controlling growth to limit urban sprawl into surrounding Farm and Forest lands. The boundary and plan were adopted in 1983 and have been updated periodically since then. Elements of the Comp Plan have been updated such as the Water Master Plan to determine a logical extension of City water to lands within the UGB. Sewer service was consolidated under the Roseburg Urban Sanitary Authority (RUSA), a separate district providing sewer to properties within the UGB.

When

Early in the 1980's the City developed its UGB. Creation of the UGB was required by the Statewide Planning Program. UGB's are intended to protect Farm and Forest lands from sprawl by limiting water and sewer service to urbanizable lands within the UGB. The City and County worked together to set the boundary large enough to allow the city to expand to serve its population for about twenty years.

By 1994, Douglas County and the City developed an Urban Growth Management Agreement in order to guide development for areas outside the City limits but inside the UGB. Section 10.1

of the Urban Growth Management Agreement identifies Charter Oaks as an Area of Mutual Interest outside of the UGB for the purpose of establishing a process for the provision of urban services and future urbanization.

In February 2006, the Roseburg City Council outlined its UGB policy regarding urban expansion toward encouraging efficient and economical land use in areas most suitable for development and supporting efforts to build a complete community with jobs and shopping close to residences.

Where

The City of Roseburg's UGB originally encompassed areas up to an elevation of 610 feet, the limits of water service and incorporated areas served by the Oregon Water Company, which was, later purchased by the City of Roseburg, and sewer services consolidated as RUSA. Although preliminary UGB maps circa 1982 included the Charter Oaks area within the UGB, it was removed prior to adoption in 1983.

As development occurred and water, sewer, and transportation master plans were adopted it became evident the original bounds of the UGB included properties that were not feasible to develop at an urban level and excluded sites that would be a more logical extension of the urban area.

In order to address these issues, the City underwent a Buildable Lands Inventory (BLI) and Economic Needs Analysis (ENA) process in 2006 to look at how much of what types of land were available to provide for job growth and housing for a growing population. Part of the process looked at sites adjacent to the current UGB which provide for potential urban expansion as well as those sites within the UGB that were unlikely to be developed at urban densities.

The City studied its supply of developable lands versus the demand for sites to accommodate projected jobs and population growth. This analysis also looked at constraints to development not fully explored during the original UGB process. This resulted in a quantified need for up to 1,200 acres of vacant residential property able to accommodate urban density. Unfortunately the BLI was never adopted, however a UGB expansion process was initiated as a result.

In 2008, the UGB Expansion Study identified five suitable areas which were evaluated for consistency with Oregon Revised Statutes (ORS) requirements, Statewide Planning Goals, and City UGB Policies. The five alternative UGB expansion areas considered were:

DC Forest Products/Jackson Ranch – north of the river adjacent to Interstate 5;
Newton Creek/Winchester Ridge – northeast near UGB between Newton Creek and Costco;
Diamond Lake/Parrott Creek – south of Diamond Lake, between Ramp and Parrott Canyons;
Charter Oaks – west of Hucrest to the river;
Garden Valley – north of Garden Valley Boulevard near Riversdale and Darley Drive.

Specific Statewide Planning Goals were addressed in order to assess the feasibility and cost of providing water, sanitary sewer and storm sewer services to each expansion alternative. In addition, other factors concerning natural resources and natural hazards involving slopes,

wetlands, stream corridors, floodplains, resource uses and wildlife habitat (for special status species) were inventoried, considered and evaluated within the context of each expansion alternative.

Based on the analysis conducted of the five expansion areas the Charter Oaks area was selected. The 2008 UGB Expansion Study was never finalized as a result of concerns involving neighbors within the Charter Oaks area and the Average Annual Growth Rate provided at the time necessary to justify expansion of the UGB.

Who

Recently, two property owners (Serafin & Atkinson), each with large parcels that cannot feasibly be serviced or developed at urban density, approached the Community Development Department to discuss removing their properties from the City limits and the UGB. De-annexation and adoption of a County rural residential zoning designation would be advantageous for them, as it would allow them to develop at a much lower density, with wells for water, septic systems, and limited public safety services.

A topographic map of both property areas, Serafin – about 190 acres at the easterly end of Newton Creek, and Atkinson – about 90 acres north and west of Garden Valley and Kline, shows the difficulty of developing streets, water, and sewer to city requirements.

Although some property owners in the Charter Oaks area historically resisted being included in the UGB, recently numerous property owners have requested annexation to the city limits; this is currently not possible as the sites are outside the UGB. Preliminary estimates put developable residential acreage in the area at about 169 acres. Removal of unserviceable acreages and annexing in the Charter Oaks UGB Expansion Area would allow the city to incorporate additional acreage ready for development at urban levels while maintaining its UGB at current size.

Why (Choose Charter Oaks)

The area determined to be least constrained by slopes, and most fit for water and sewer improvements during future UGB expansion was Charter Oaks. Containing approximately 169 acres, admittedly with floodplain overlay, but gentle slopes, Charter Oaks represents a large portion of needed property suitable for single-family residential development.

How

Statewide Planning Goals, administered by the Department of Land Conservation and Development (DLCDC), were put in place to limit urban expansion into rural properties and as such expanding an Urban Growth Boundary is an arduous process. Fortunately our proposal represents a swap with no net increase in acreage density, rather than just a request to expand the UGB.

UGB's represent a good guess at which lands can be developed at urban levels, but are never perfect. DLCDC recognizes that with new studies and projected growth, cities should determine for themselves where that growth takes place.

Removal of the sites above upon request of the owners frees up about 280 acres and estimates of Charter Oaks properties available for inclusion in the UGB is about 169 acres after factoring density calculations based on slope, floodway and existing development.

Areas to be added or removed from the City UGB require an amendment of the UGB and RUSA boundaries as well as identification of appropriate City or Douglas County Comprehensive Plan Designations and future zoning of affected properties. Effective long-range planning for the area benefits all parties.



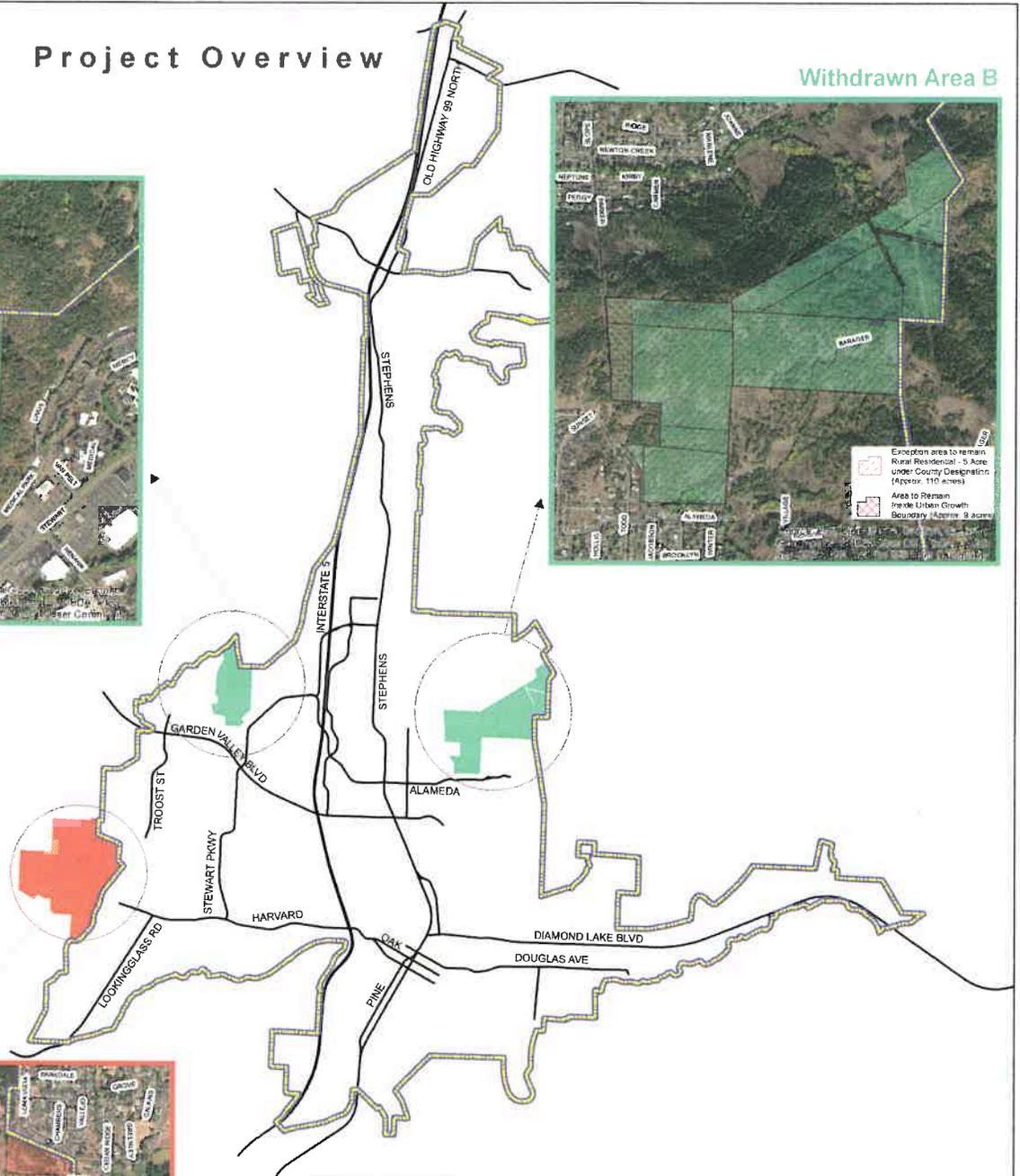
**City of Roseburg
Urban Growth
Boundary Swap**

Project Overview

Withdrawn Area A



Withdrawn Area B



Expansion Area



Density Transfer		
	Total Acres	Max Dwelling Units
Withdrawn Area A	93	566
Withdrawn Area B	190	824
Expansion Area	169	1525
Difference	Decreased by 114 Acres	Increased by 135 Units

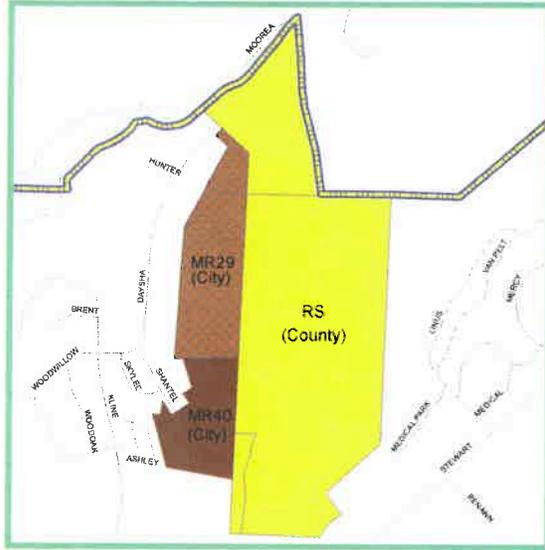
Urban Growth Boundary



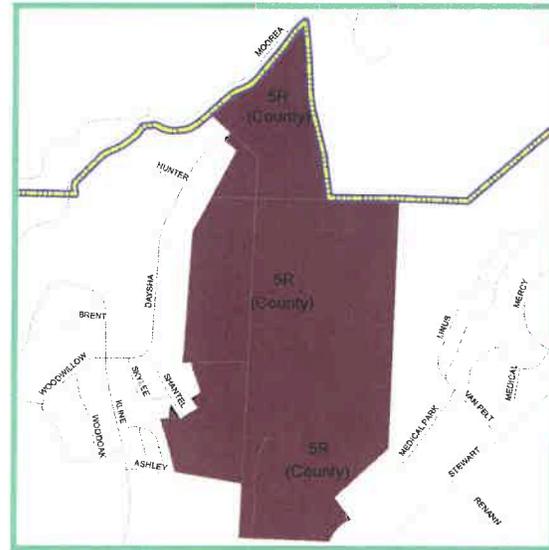
While a great deal of effort is made to ensure that digital mapping from City of Roseburg is maintained to meet specifications, it is possible that data sets contain errors, omissions and inaccuracies. This data is intended to provide a visual representation of specific information regarding the City of Roseburg. These maps may contain errors and are not intended to be a final determination for legal or other purposes. There are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Please consult City staff for more information.



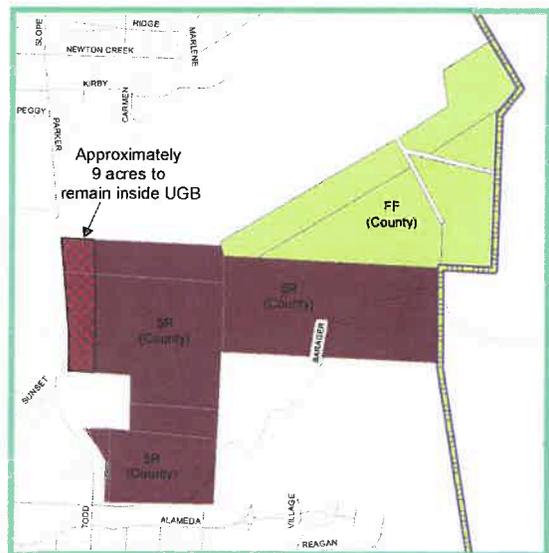
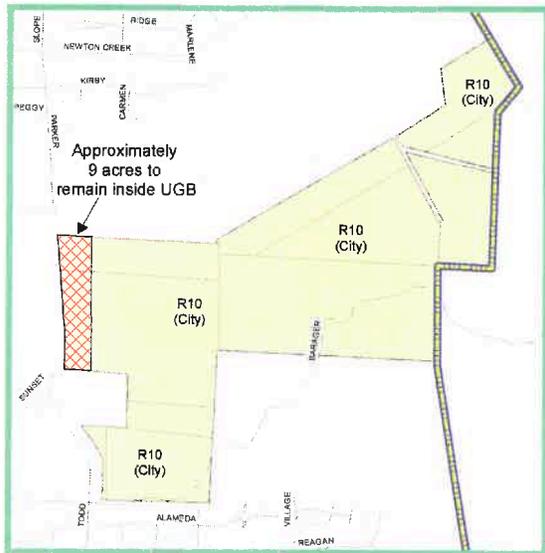
Existing Zoning



Proposed Zoning



Withdrawn Area A



Withdrawn Area B



Expansion Area C

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PROCLAMATION

CITY OF ROSEBURG, OREGON

WALK & BIKE TO SCHOOL DAY

WHEREAS: The health of children in our community is important and lack of physical activity contributes to increased risk of obesity, diabetes and other health problems; and

WHEREAS: Walking and biking to and from school helps children get the 60 minutes of exercise they need each day and is an excellent way to make physical activity part of their routines; and

WHEREAS: Walking and biking to school helps encourage more active forms of travel, which reduces car trips, congestion and air pollution; and

WHEREAS: Walking and biking improves neighborhood livability because people feel better about their community, helps make public streets lively, encourages community interaction and attracts people to commercial, civic and recreational areas; and

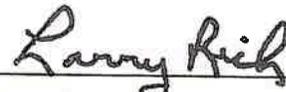
WHEREAS: Students, parents and community leaders around Oregon are joining together to walk and bike to school and evaluate walking and bicycling conditions in their communities;

NOW, THEREFORE, I, Larry Rich, Mayor of the City of Roseburg, do hereby proclaim October 10, 2018 to be

WALK & BIKE TO SCHOOL DAY

in the City of Roseburg and encourage everyone to consider the health and safety of children today and every day.

DATED this 24th Day of September, 2018.



THE HONORABLE MAYOR

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



City Manager Recruitment Process/Contract Authorization

Meeting Date: September 24, 2018
Department: Human resources
www.cityofroseburg.org

Agenda Section: Mayor Reports
Staff Contact: John VanWinkle
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

City Manager Lance Colley has announced his retirement effective February 28, 2019. The issue for Council is to determine a method to recruit and hire a new City Manager.

BACKGROUND

A. Council Action History.

City Manager Colley was hired by the City in November of 2012 using the recruitment services offered by the League of Oregon Cities. Eric Swanson was hired by the City in March of 2005 through the use of a recruiting firm. The previous City Manager Randy Wetmore was also hired using the recruitment services offered by the League of Oregon Cities.

At the September 10, 2018 Council Meeting, Council directed the Mayor and Council President to meet with Staff to discuss potential recruiting methods available to the City.

B. Analysis.

Staff met with the Mayor and Council President on September 13th to discuss potential recruiting methods available to the City. After discussing multiple options, the group determined the most effective method would be to contract with a recruiting firm to help facilitate the initial stages of the process, with City Staff managing the latter stages of the process, identifying finalists and making arrangements for Council to interview and select a new City Manager.

Based on expertise, experience with the City's recent City Recorder recruitment, and cost, the Prothman Company is being recommended as the best option to assist with the City Manager recruiting process.

C. Financial and/or Resource Considerations.

Three recruiting firms were contacted to provide a scope and cost of recruitment services from building an initial candidate profile and advertising materials, to advertising and outreach, through initial application collection and screening.

City Staff is available and has the capacity to take on the recruitment and hiring process from the identification of final candidates, to facilitating the on-site interview process, to Council's selection and hiring of a finalist.

D. Timing Issues.

City Manager Colley has announced a February 28, 2018 retirement date. Now is the appropriate time to begin the recruiting and hiring process.

COUNCIL OPTIONS

1. Direct Staff to retain the Prothman Company to facilitate the initial stages of the City Manager hiring process.
2. Direct Staff to retain another recruiting firm to facilitate the initial stages of the City Manager hiring process.
3. Decline to retain a recruiting firm.

STAFF RECOMMENDATION

Staff recommends contracting with the Prothman Company to recruit and hire a new City Manager.

SUGGESTED MOTION

"I move to direct Staff to contract with the Prothman Company to facilitate the initial stages of the City Manager hiring process."

ATTACHMENTS

Attachment #1 - Recruiting Outline

City Manager Hiring Process

Initial Steps – Recruiter

- Project review/Finalize position profile
- Recruiting/Advertising
- Initial Candidate Screening

Final Steps – City Staff/Council

- On-site interview process
- Council finalist selection
- Background/References
- Final Offer/Hire

Tentative Timeline

2 nd half of September	Finalize position profile/marketing materials
Oct. 1, 2018	Post profile, begin advertising/recruiting
November 11, 2018	Application Close Date
2 nd half of November	Recruiter screens applications, preliminary background, selection of top 8-15 candidates
Week of Dec. 3, 2018	Review top candidates, select finalists
Week of Jan. 7	On-site interview process/Selection of finalist(s)
Week of Jan. 14	Background/References
January 21, 2019	Final candidate/job offer
February 25, 2019	Start Date

Recruiters

The Prothman Company, Issaquah, WA

- Recent recruitments in Oregon: Bend – Police Chief, Asst. Finance Director, Woodburn – City Administrator, HR Director, Community Development Director, West Linn – City Manager, Community Development Director, Umatilla – City Manager
- Cost for partial recruitment: \$12,500 + expenses, not to exceed \$17,000 total

Wendi Brown Creative Partners, Medford, OR

- Recent recruitments in Oregon: Phoenix – City Administrator, Ashland – Finance Director, Ashland – Parks and Rec. Director, Jackson Co. – Finance Director
- Cost for partial recruitment: \$11,500 + expenses, not to exceed \$18,000 total

CPS HR Consulting, Sacramento, CA

- Recent recruitments in Oregon: Albany – City Manager
- Cost for partial recruitment: \$13,000 + expenses, not to exceed \$19,000 total

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL MEETING
September 10, 2018**

Mayor Larry Rich called the regular meeting of the Roseburg City Council to order at 7:00 p.m. on September 10, 2018 in the City Hall Council Chambers, 900 SE Douglas Avenue, Roseburg, Oregon. Councilor Prawitz led the Pledge of Allegiance.

ROLL CALL

Present: Councilors Alison Eggers, Ashley Hicks, John McDonald, Brian Prawitz, Steve Kaser, Tom Ryan and Andrea Zielinski.

Absent: Linda Fowler-Fisher

Others present: City Manager Lance Colley, City Recorder Amy Sowa, City Attorney Bruce Coalwell, Human Resources Director John VanWinkle, Fire Chief Gary Garrisi, Community Development Director Stuart Cowie, Police Chief Gary Klopfenstein, Public Works Director Nikki Messenger, Library Director Kris Wiley, Management Assistant Koree Tate and Kyle Bailey of KQEN.

MAYOR REPORTS/ANNOUNCEMENT

Mayor Rich announced City Manager Colley's retirement notice effective February 28, 2019. Mr. Colley will have had over thirty-four years of public service; twenty-five of those with the City of Roseburg. Mr. Colley thanked the Mayor and Council stating it had been an incredible opportunity to be Roseburg's City Manager. The early notice was to provide adequate time for the consideration of filling the position. He looked forward to being a fulltime grandfather and enjoying retirement. Mayor Rich scheduled a meeting to discuss the recruitment and hiring process and will provide information to Council at the next meeting.

COMMISSION REPORTS/COUNCIL WARD REPORTS

Councilor Eggers reported the Parks Commission Meeting is scheduled for September 19, 2018. Councilor McDonald shared he planned to attend a Harvard area Neighborhood Watch meeting on September 28, 2018. Councilor Kaser announced the Public Works Commission is scheduled for September 13, 2018 and he thanked the SERVICE organization who worked with volunteers for the Eagle Park cleanup.

CONSENT AGENDA

Councilor Ryan moved to approve the minutes of the regular Meeting of August 27, 2018. Motion was seconded by Councilor McDonald and unanimously approved.

ORDINANCE NO. 3506 – COMPREHENSIVE PLAN MAP AMENDMENT, SECOND READING

Ms. Sowa read Ordinance No. 3506, entitled, "An Ordinance Amending the Roseburg Comprehensive Plan Map, Changing the Comprehensive Plan Designation of a 2.06 Acre Portion of Property Located at 131 Taft Drive from Commercial to Medium-Density Residential" for the second time. Councilor Hicks moved to adopt Ordinance No. 3506. Motion was seconded by Councilor Ryan. Roll call vote was taken and motion carried unanimously. Mayor Rich declared the adoption of Ordinance No. 3506.

ORDINANCE NO. 3507 – DANGEROUS BUILDINGS AMENDMENT, SECOND READING

Ms. Sowa read Ordinance No. 3507, entitled, “An Ordinance Amending Section 7.04.040 of the Roseburg Municipal Code Regarding Dangerous Buildings” for the second time. Councilor Ryan moved to adopt Ordinance No. 3507. Motion was seconded by Councilor Hicks. Roll call vote was taken and motion carried unanimously. Mayor Rich declared the adoption of Ordinance No. 3507.

ORDINANCE NO. 3508 – FORECLOSURE POSSESSION AMENDMENT, SECOND READING

Ms. Sowa read Ordinance No. 3508, entitled, “An Ordinance Amending Section 4.04.190(C) of the Roseburg Municipal Code Regarding Possession of Foreclosed Property” for the second time. Councilor Ryan moved to adopt Ordinance No. 3508. Motion was seconded by Councilor Zielinski. Roll call vote was taken and motion carried unanimously. Mayor Rich declared the adoption of Ordinance No. 3508.

ORDINANCE NO. 3509 – REVISION TO RMC 9.16 HOTEL/MOTEL OCCUPANCY TAX, FIRST READING

Mr. Harker reported that hosting platforms (usually internet sites) that act as facilitators to connect “hosts” and “guests” pose a challenge for local governments attempting to collect Transient Lodging Taxes (TLT) from a “host” that either is not aware of the tax or is seeking to avoid tax and regulation. Many hosts do not collect payment directly from guests. The guests often pay via an online platform, such as Airbnb or VRBO, which then transfers the payment to the hosts.

In 2013, the Legislature passed HB 2656 and added the term “transient lodging intermediary” to ORS 320.300. The bill was intended to require intermediaries to pay taxes directly rather than forwarding the taxes to the transient lodging provider. That is, the “tax shall be collected by the transient lodging tax collector that receives the consideration rendered for occupancy of the transient lodging.” However, some online travel companies and hosting platforms argued that they are not transient lodging intermediaries under the state law (and local ordinances that track state law) because they do not “charge for occupancy.” Instead, they argued, they only facilitated the transaction between the host and the occupant. HB 4120 (2018), however, clarifies that hosting platforms are indeed transient lodging intermediaries and therefore are required to collect TLTs from hosts. HB 4120 became effective on July 1, 2018.

In response to these challenges, HB 4120 was adopted and now under state law, online transient lodging platforms are considered “transient lodging intermediaries” under ORS 320.300, unless otherwise provided by city or county ordinance, resolution, or agreement. Ordinance 3509 does just that and since HB 4120 has already taken effect, adoption of the ordinance would align with state law upon passage. In response to Councilor Hicks, Mr. Harker explained it is the responsibility of the online platforms to reach out to the City to make arrangements to pay the taxes. The City is currently collecting from Airbnb’s in the area. Ms. Sowa read Ordinance No. 3509 entitled, “An Ordinance Amending Subsection 9.16.005 of the Roseburg Municipal Code Regarding Transient Lodging” for the first time.

ORDINANCE NO. 3510 – RMC 3.22.020 AMENDMENT – GOVERNMENT EXEMPTIONS AT THE ROSEBURG REGIONAL AIRPORT, FIRST READING

Ms. Messenger explained staff had been researching how other Oregon airports deal with wildland firefighting operations staging at the airport. Every other airport that staff has contacted charges something for wildland firefighting operations to utilize their airfield. The Oregon Department of Aviation (ODA) has a fee schedule that charges between \$350 and \$500 per day dependent upon the functional classification of the airport. Roseburg is a category 3 airport, for which ODA would charge \$450 per day if it were an ODA airport.

In order to facilitate the ability to charge a fee for firefighting operations, staff would propose adding the following sentence to RMC Section 3.22.20: "Aircraft and related resources utilized for firefighting efforts, whether on private, local, state or federal land are not covered by this exemption." During an active wildfire, aircraft are landing and refueling or adding retardant multiple times a day. This usage is heavier than an average tie down space may generate, and a higher fee could be justified. Staff will work with the Airport Commission to make a recommendation to Council on what fees should be added to the fee schedule.

In response to Mayor Rich, Ms. Messenger explained it would make a difference as to the amount of space an agency would like to use in relation to the fees incurred. If equipment were to be stored, an agreement and liability coverage would be required. Councilor Hicks asked for clarification if the fees would apply to local and private agencies and if other nearby airports were charging a fee. Ms. Messenger stated government agencies are typically on the field and have worked with the US Forest Department, Bureau of Land Management and Douglas Forest Protection Agency in the past. Surrounding airports charge a fee and some have rental opportunities for hangars depending on what is available at the airport for services.

In response to Councilor Ryan, Ms. Messenger confirmed the Douglas Forest Protection Agency would have an agreement for airport usage if there was a local fire in Roseburg. Staff will meet with representatives from DFPA to discuss possible exemptions prior to bringing proposed fees to the Council. Ms. Sowa read Ordinance No. 3510, entitled, "An Ordinance Amending Roseburg Municipal Code Subsection 3.22.020 Regarding Government Exemptions at the Roseburg Regional Airport" for the first time.

ORDINANCE NO. 3511 – PROPOSED CODE AMENDMENT – UNLAWFUL SMOKING IN PARKING LOTS AND ADJACENT SIDEWALKS, FIRST READING

Ms. Sowa reported that to maintain consistency across City property, this amendment would add the newly acquired Library property as well as the Court Street City staff parking lot to the list of property on which smoking is prohibited. This ordinance amendment would enable police to enforce smoking violations at both locations. The Roseburg Public Library is slated to open to the public in late October.

Councilor Hicks mentioned she had not noticed enforcements for smoking in parking lots on police logs. Mr. Colley explained citations were routinely issued, but other restrictions were at times more important to handle and may not include a smoking citation. Councilor Hicks asked where employees or citizens could go to smoke if not allowed to smoke in their vehicle. Mr. Colley explained they have the right to be in their vehicle, just not out of the vehicle in the parking lot or on the adjacent sidewalks. Ms. Sowa read Ordinance No. 3510, entitled, "An Ordinance Amending Section 7.02.170 of the Roseburg Municipal Code Regarding Unlawful Smoking" for the first time.

RESOLUTION NO. 2018-21 – UPDATING THE PARKS RULES & REGULATIONS TO ALLOW E-BIKES

Ms. Messenger reported that most parks and recreation agencies allow the use of electric assist bicycles (E-Bikes) within their park systems, but with certain restrictions. The most common practice is to adopt the federal electric bicycle law and then integrate agency specific regulations. A state, county, or city may be more restrictive than the federal government but cannot be less restrictive. According to public Law 107-319 and Federal Electric Bicycle law HR 727 within the Consumer Product Safety Act (15 U.S.C. 2051 et seq.), an electrically driven bike is considered a “bicycle” and the laws of bicycles apply if the electrically driven bicycle has less than a 750-watt motor and has functional pedals.

The Federal definition of a bicycle states it is a two or three-wheel vehicle with fully operable pedals and an electric motor of less than 750 watts (1hp), whose maximum speed on a paved level surface, when powered solely by such a motor, is less than 20 mph. Under the City’s current park rules there are no motorized vehicles of any kind permitted on pathways. Staff proposed to include a 15 mph maximum speed limit on all multi-use paths and recommended updating the insurance requirements from \$1,000,000 to \$2,000,000 to meet the City’s tort liability exposure. Councilor Prawitz was concerned the insurance requirement would change the rental usage of the parks. Ms. Messenger explained the insurance amount was already required with reservations and the Resolution was an opportunity to have it included officially in the rules.

Councilor Hicks wanted an explanation as to how citizens would know how fast 15 mph would be. Ms. Messenger advised the rule would be a voluntary compliance and signage in the parks was not planned. She would consider including information at the entrances regarding the speed limit. In response to Mayor Rich, Ms. Messenger explained some E-Bikes could exceed 20 mph and those with a higher wattage would not be allowed. Mr. Colley added it was the goal to recommend behavior change and not criminalize recreational activity in the parks. Councilor Hicks suggested providing a public service announcement to educate the public if there begins to be an influx of E-Bikes within the park system. Councilor Eggers moved to adopt Resolution No. 2018-21, “A Resolution Repealing and Replacing Resolution No. 2015-14 Regarding the City of Roseburg Parks Rules and Regulations.” Motion was seconded by Councilor Hicks and unanimously approved.

ITEMS FROM MAYOR, COUNCIL AND CITY MANAGER

Councilor Prawitz encouraged the City to provide an educational campaign for bicycle safety, listing where citizens can enjoy riding and information for vehicle awareness. Councilor Zielinski shared information for the upcoming K9s in the Grapevines event at Melrose Vineyards on September 15, 2018 to support and benefit the Police, Sheriff and Search and Rescue Canine Programs. She also mentioned the Challenge of the Heroes event on Thursday, September 20, 2018. This event is to raise money for violence prevention. The Roseburg Police and Fire Department will be located at Brix on Jackson Street.

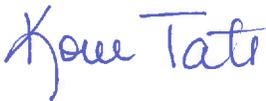
9/24/2018

Councilor Hicks shared her experience attending the Great Umpqua Outdoor Days and Umpqua Bash at Stewart Park. The winner of the NUTCracker Race rode sixty miles in just under six hours along the Umpqua Trail. She looked forward to the event again next year.

Councilor Hicks reported the SOLVE South Umpqua River Cleanup is scheduled for the last Saturday of September from 10:00 a.m. to 4:00 p.m. at Micelli Park and invited those who would like to participate to join them to help remove trash along the riverbanks. She also registered to attend the 2018 Oregon Trails Summit on October 4 and 5, 2018 in Bend, Oregon.

ADJOURNMENT

The meeting adjourned at 7:39 p.m.



Koree Tate
Management Assistant

of
9/17/18

ORDINANCE NO. 3509

**AN ORDINANCE AMENDING SUBSECTION 9.16.005 OF THE ROSEBURG MUNICIPAL
CODE REGARDING TRANSIENT LODGING**

SECTION 1: Definitions.

For purposes of this Chapter, the following are defined as follows:

- A. "Accrual accounting" means a system of accounting in which the rent due from an occupant is entered into the record when the rent is earned, whether or not it is paid.
- B. "Cash accounting" means a system of accounting in which the rent due from an occupant is not entered into the record until the rent is paid.
- C. "Hotel/motel" means a part of a structure that is occupied or designed for short term occupancy for lodging or sleeping, including a hotel, inn, bed and breakfast house, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location or other similar structure. This shall include houses, cabins, condominiums, apartment units or other dwelling units or portions of any of these dwelling units that are used for temporary human occupancy. Without limiting the foregoing, a hotel/motel includes any and all forms of transient lodging. As used in this definition, hotel/motel does not include an apartment house where all tenants who have occupancy of all or part of the structure, rent on the basis of month to month or longer.
- D. "Hotel/motel occupancy tax" or "tax" means either the tax payable by the occupant or the aggregate amount of taxes due from an operator during the period for which the operator is required to report collections.
- E. "Occupancy" means the use or possession of, or the right to use or possess, a room in a hotel/motel for lodging or sleeping for a period of forty-five consecutive days or less.
- F. "Occupant" means any person who occupies or is entitled to occupy space in a hotel/motel for a period of forty-five consecutive days or less, counting portions of days as full days. The day an occupant checks out of a hotel/motel shall not be included in determining the forty-five-day period if the occupant is not charged rent for that day. A person occupying space in a hotel/motel shall be considered an occupant until a period of forty-five days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the person actually extends occupancy more than forty-five consecutive days. A person who pays for lodging on a monthly basis, regardless of the number of days in the month, shall not be considered an occupant.
- G. "Operator" means a person who is the proprietor of a hotel/motel in any capacity or is a transient lodging intermediary. When an operator's functions are performed through a managing agent of a type other than an employee, the managing agent shall also be considered an operator. For purposes of this Chapter, compliance by either the operator or the managing agent shall be considered compliance by both.

H. "Person" is as defined in Title 1 and is intended to also include any social club, fraternal organization, fraternity, sorority, public or private dormitory or another group or combination acting as a unit.

I. "Rent" means the gross hotel/motel room charge, exclusive of other services.

J. "Rental package plan" means the consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent, for determination of the hotel/motel occupancy tax under this Chapter, shall be the same charge made for rent when consideration is not a part of a package plan.

K. "Transient lodging" means:

(a) Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy;

(b) Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or

(c) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy.

L. "Transient lodging intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

(a) Charges for occupancy of the transient lodging[.];

(b) Collects the consideration charged for occupancy of the transient lodging; or

(c) Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

(Ord. 2968 § 1 (part), 1996)

(Ord. No. [3490](#), § 1, 9-25-2017)

SECTION 2. All other sections and subsections of Chapter 9.16 of the Roseburg Municipal Code shall remain in effect as written.

**ADOPTED BY THE CITY COUNCIL THIS 24TH DAY OF SEPTEMBER, 2018.
APPROVED BY THE MAYOR THIS 24TH DAY OF SEPTEMBER, 2018**

LARRY RICH, MAYOR

ATTEST:

AMY L. SOWA, CITY RECORDER

*copy
9/17/18*

ORDINANCE NO. 3510

**AN ORDINANCE AMENDING ROSEBURG MUNICIPAL CODE SUBSECTION
3.22.020 REGARDING GOVERNMENT EXEMPTIONS AT THE ROSEBURG
REGIONAL AIRPORT**

SECTION 1. Subsection 3.22.020 of the Roseburg Municipal Code is hereby amended to read as follows:

3.22.020 Government exemptions.

Any schedule of charges set forth in this Chapter or adopted by resolution, rules or regulations, or promulgated pursuant hereto pertaining to public apron areas and public aircraft parking and storage areas shall not apply to aircraft owned by or operated in the conduct of official business of any federal, state or local governmental agency, except that if the use by any such agency is substantial, a reasonable share proportional to such use in the cost of operating and maintaining such facilities so used may be charged. Aircraft and related resources utilized for firefighting efforts, whether on private, local, state or federal land are not covered by this exemption.

SECTION 2. All other subsections of Section 3.22 of the Roseburg Municipal Code shall remain in full force and effect as written.

ADOPTED BY THE CITY COUNCIL THIS 24TH DAY OF SEPTEMBER, 2018.

APPROVED BY THE MAYOR THIS 24TH DAY OF SEPTEMBER, 2018.

MAYOR LARRY RICH

ATTEST:

AMY L. SOWA, CITY RECORDER

ORDINANCE NO. 3511

AN ORDINANCE AMENDING SECTION 7.02.170 OF THE ROSEBURG MUNICIPAL CODE REGARDING UNLAWFUL SMOKING

WHEREAS, The City of Roseburg will be opening a new City Library; and

WHEREAS, It is important that the Library grounds are safe and healthy for all patrons who visit the Library.

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

SECTION 1. Section 7.02.170(B), titled "Unlawful Smoking" is hereby amended to the Roseburg Municipal Code to read as follows:

B. A person commits the offense of unlawful smoking if the person does any of the following:

1. Smokes within the boundaries of any of the following City of Roseburg-owned public parking lots or on any public sidewalk adjacent thereto:

- a. The "Phillips" lot at 840 SE Stephens;
- b. The old "Shalimar" lot at 734 SE Stephens;
- c. The "Rose/Cass" lot at 727 SE Rose;
- d. The "Flegel" lot at 1071 SE Washington;
- e. The parking structure at 551 SE Rose;
- f. The "Library" parking lot at 1409 NE Diamond Lake Blvd
- g. The "Employee" parking lot at Court Street

ADOPTED BY THE ROSEBURG CITY COUNCIL THIS 24TH DAY OF SEPTEMBER, 2018.

APPROVED BY THE MAYOR THIS 24TH DAY OF SEPTEMBER, 2018.

LARRY RICH, MAYOR

ATTEST:

AMY L. SOWA, CITY RECORDER

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

RESOLUTIONS A AND B
9/24/2018

9/19/18



PROPOSED ROSEBURG PUBLIC LIBRARY POLICIES AND FEES

Meeting Date: September 24, 2018
Department: Library
www.cityofroseburg.org

Agenda Section: Resolutions
Staff Contact: Kris Wiley
Contact Telephone Number: 541-492-7051

ISSUE STATEMENT AND SUMMARY

The Roseburg Public Library (Library) is scheduled to open in late October/early November 2018. General policies will provide a framework for the Library to offer quality service to all patrons and will also provide a safe and enjoyable place for patrons to visit and enjoy the Library's services and programming.

BACKGROUND

A. Council Action History. Over the past year, the City has acquired the former Douglas County Library headquarters, worked with Douglas ESD to lease a portion of the building for their administrative offices, received grant funding and hired a CM/GC to renovate the building for use as a Roseburg Public Library/Douglas ESD Administrative Office, and received notice that the Roseburg Public Library is recognized by the State Library of Oregon as a legally established public library per ORS 357.417.

B. Analysis. The Roseburg Public Library is currently under renovation and is scheduled to open to the public in late October or early November of this year. City staff have been working over the last couple of months to get the Library recognized by the State Library as a legally established public library, draft policies based on best practices from other Oregon libraries and the American Library Association, hire a R.A.R.E AmeriCorps participant for community outreach, recruit and hire a Volunteer Coordinator and Youth Services Librarian, and make numerous preparations needed to open the Library.

The proposed Library policies will provide a framework for the Library to offer quality service to all patrons and ensure a safe and enjoyable place for patrons to visit and enjoy the Library's services and programming.

In addition, it is appropriate for the Library to establish fees for the following: Library cards for those patrons living outside the City limits; items from the Library that have been lost or damaged by patrons; and miscellaneous costs for additional services including, but not limited to, copying charges, earbuds, and interlibrary loans.

C. Financial/Resource Considerations. It is recommended that Council set a fee for those items listed in the proposed fee resolution to help offset appropriate costs.

D. Timing Considerations. To ensure the Library is able to open and provide quality service to its patrons, the proposed resolutions should be adopted sometime before the Library opens later this year.

COUNCIL OPTIONS

Council has the following options:

- Adopt the resolutions as presented
- Direct staff to amend the policies or fees, or provide more information to the Council at a future meeting
- Decline to proceed with the proposed actions

STAFF RECOMMENDATION

The Library Commission discussed these items at its September 18th meeting. The Commission recommended that the City Council adopt the policies that have been set forth for Council approval. Staff concurs with this recommendation.

SUGGESTED MOTIONS:

"I MOVE TO ADOPT RESOLUTION NO. 2018-22"

"I MOVE TO ADOPT RESOLUTION NO. 2018-23"

ATTACHMENTS:

#1 – Proposed Resolution Implementing City of Roseburg Public Library Policies

#2 – Proposed Resolution Establishing Fees for the Roseburg Public Library

RESOLUTION NO. 2018-22

**A RESOLUTION IMPLEMENTING CITY OF ROSEBURG PUBLIC LIBRARY
POLICIES**

WHEREAS, The Roseburg Public Library (Library) is scheduled to open in late October/early November 2018; and

WHEREAS, General policies for the Roseburg Public Library (Library) will provide a framework for the Library to offer quality service to all patrons; and

WHEREAS, General policies for the Roseburg Public Library will also provide a safe and enjoyable place for patrons to visit and enjoy the Library's services and programming; and

WHEREAS, City staff developed the policies herein based on best practices from other Oregon libraries and the American Library Association, and provided them to the Library Commission for review and discussion; and

WHEREAS, The Library Commission recommends the Roseburg Public Library policies be adopted by City Council and implemented upon opening of the Library.

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

Section 1. The Roseburg Public Library Circulation Policy, attached hereto as Exhibit "A" is hereby adopted and enforceable under Roseburg Municipal Code Chapter 1.06.

Section 2. The Roseburg Public Library Collection Policy, attached hereto as Exhibit "B" is hereby adopted and enforceable under Roseburg Municipal Code Chapter 1.06.

Section 3. The Roseburg Public Library Programming Policy, attached hereto as Exhibit "C" is hereby adopted and enforceable under Roseburg Municipal Code Chapter 1.06.

Section 4. The Roseburg Public Library Rules of Conduct Policy, attached hereto as Exhibit "D" is hereby adopted and enforceable under Roseburg Municipal Code Chapter 1.06.

Section 5. This resolution shall become effective immediately upon adoption by the Roseburg City Council.

**ADOPTED BY THE ROSEBURG CITY COUNCIL AT ITS REGULAR MEETING
ON THE 24TH DAY OF SEPTEMBER 2018.**

Amy L. Sowa, City Recorder

CIRCULATION POLICY

Roseburg Public Library welcomes all individuals to use collections and services within the library. Individuals who wish to borrow materials may register for a library card according to the following rules:

RESIDENT LIBRARY CARD

Resident library cards are free to all residents of the City of Roseburg. These cards are renewable annually.

Residents ages 18 and older may register for a card by presenting a completed library card application with photo identification and proof of residence.

Residents ages 17 and younger must be accompanied by a parent or legal guardian who will need to provide photo identification and proof of residency. Parents or guardians are responsible for any charges incurred as the result of the use of a child's card. Residents of group homes who are under the age of 18 must have a supervisor present in order to obtain a library card; the supervisor must sign the application form as the responsible adult for a card to be issued.

Acceptable forms of proof of identification and residency include but are not limited to the following:

- Driver's license or other valid government issued photo identification
- Passport
- County tax bill
- Student ID card with photo
- Mortgage agreement, lease or rent receipt
- Voter registration card
- Piece of mail with current postmark that includes name and address
- Utility bill with address

There is a fee for replacing a library card that has been lost or damaged beyond use.

NON-RESIDENT LIBRARY CARD

Non-resident library cards are available to persons living outside of the City of Roseburg. These cards are renewable annually. Non-residents ages 18 and older must provide photo identification and proof of residence; non-residents ages 17 and younger must be accompanied by a parent or legal guardian who will need to provide photo identification and proof of residence.

There is an annual fee to obtain a non-resident card. Every person in one household may share one library card for the single fee. "Household" means a group of individuals who comprise a housekeeping unit using one (1) kitchen and who live together under the same roof. There is no reduction in the fee for small households. The fee is not refundable and not prorated.

There is a fee for replacing a library card that has been lost or damaged beyond use.

TRANSITIONAL LIBRARY CARD

Residents of the City of Roseburg without a permanent address may obtain a transitional library card. These cards are renewable every 90 days. Residents ages 18 and older may register for a transitional library card by presenting a completed library card application with photo identification. Residents ages 17 and younger must be accompanied by a parent or legal guardian who will need to provide photo identification to obtain a transitional library card.

There is a fee for replacing a library card that has been lost or damaged beyond use.

STUDENT LIBRARY CARD

Student library cards are free to youth age 0 through high school graduation who reside or attend school within the geographical boundaries of the Roseburg Public School District. These cards are renewable every year. Students ages 18 and older may register for a card by presenting a completed library card application with photo identification and proof of residence. Youth ages 17 and younger must be accompanied by a parent or legal guardian who will need to provide photo identification and proof of residence to obtain a library card.

There is a fee for replacing a library card that has been lost or damaged beyond use.

RIGHTS AND RESPONSIBILITIES

Roseburg Public Library patrons are responsible for all materials checked out on their library card. Parents are responsible for all materials checked out on their minor child's card. Patrons are responsible for ensuring that materials borrowed on their card are returned on time and in good condition.

If a card is lost or stolen, the patron is responsible for all items checked out before the date the theft or loss is reported directly to a library staff person.

LOAN PERIODS AND RENEWALS

All Roseburg Public Library materials circulate for 21 days, except for DVDs, which circulate for seven days. Materials obtained through interlibrary loan (ILL) circulate according to the lending library's policy.

Materials may be renewed at the library, over the phone, or by logging into the patron's account online. Most materials are renewable for two additional borrowing periods. Exceptions include items that are on hold for another patron.

CHECKOUT LIMITS

A valid library card is required to check out items from the library. Patrons who have resident or non-resident cards may borrow up to 50 items simultaneously on one card with the exception of DVDs, which are limited to five items simultaneously. Patrons who have transitional cards may borrow up to five items, including one DVD, simultaneously.

Patrons who have student library cards may borrow up to 10 items, including one DVD, simultaneously.

A parent or legal guardian may limit the number of items his/her minor child may have checked out at one time. These limits shall apply to local holdings as well as those requested via interlibrary loan (ILL). Library staff will attempt to honor those restrictions when technologically feasible.

HOLDS

Patrons may place a hold request on items that circulate; exceptions include reference materials such as rare or historically significant items. Patrons may place hold requests by logging into their online account or in person at the library. Patrons who have resident or non-resident cards may have a maximum of 25 items on hold simultaneously regardless of material type or format.

Patrons will be notified that a hold is awaiting pickup, and they will have one week to check out the item before it is returned to circulation.

Patrons who have transitional or student library cards may not place items on hold.

RESTRICTIONS AND FEES

Patrons with an item overdue at least 14 days, or with fees of more than \$25, will be blocked from checking out additional materials. The library will send patrons a bill for the replacement cost of an item plus a processing fee after 30 days. There are no refunds if the material is returned after the bill has been paid.

Patrons will be charged for damaged materials that no longer can be circulated; a processing fee will be included.

COLLECTION POLICY

The collection policy is to guide staff in the selection of materials, the development and maintenance of the collection, and to inform the public about the principles upon which selection is made.

The objective of Roseburg Public Library is to provide modern library services and resources to meet the changing educational, recreational, informational, and inspirational needs of the public, thereby enhancing both individual and community life. The collection will emphasize current, popular materials and stimulating children's interest in and appreciation for reading.

SELECTION POLICY

The library will develop collections of merit and significance, whether acquired by purchase or gift. Each item will be considered in terms of its contribution to the collection and value to the public for whom it is intended.

Materials considered for selection will be evaluated according to objective standards. Flexibility, open-mindedness, as well as familiarity with and responsiveness to community needs and interests are necessary during the evaluation process. The following factors also will influence the selection of library materials:

- Expanding world of knowledge
- Changing social values
- Technological and scientific advances
- Cultural differences

As growth and change occur in these areas, the library will attempt to reflect these changes in the composition of the library collection.

INTELLECTUAL FREEDOM AND RECONSIDERATION OF LIBRARY MATERIALS

It is Roseburg Public Library's mission to build a collection that includes materials and information on current and historical issues and that presents a wide range of views.

The library makes its collections and services equally available to every member of the community it serves. The library challenges all attempts to limit free expression of ideas or access to those ideas. The library endorses the Library Bill of Rights, the Freedom to Read Statement, the Freedom to View Statement, the Library Code of Ethics, and the Free Access to Libraries for Minors Statement of the American Library Association. The selection of any material for inclusion in the collection does not constitute an endorsement of its contents. The library recognizes that many materials can be controversial and that any given item may offend some patrons. A decision to select an item is not made on the basis of anticipated approval or disapproval but on the merits of the work in relation to building the collection and serving the interests of the library's patrons.

The choice of library materials by users is an individual matter. While patrons may reject materials for themselves and for juvenile members of their family, they cannot be allowed to exercise censorship in an attempt to restrict access to the materials by others. Because a diversity of materials may result in some requests for reconsideration of specific items, patrons who object to certain library materials will be asked to complete the written form Request for Reconsideration. The Library Director will review the request, discuss it with the requester, and provide a written decision. The material in question, except for a copy the staff uses for the review process, will remain in the collection pending the Library Director's written decision.

APPEAL PROCEDURE

A patron shall have the right to appeal the Library Director's written decision to the City Manager. A written appeal must be filed within fifteen (15) days after the date of notification by the Library Director. The written appeal filed with the City Manager must state the basis for the appeal. The material in question, except for a copy the staff uses for the review process, will remain in the collection pending the City Manager's written decision.

Unless the appellant and City agree to a longer period of time, an appeal shall be heard by the City Manager within thirty (30) days of receipt of the written appeal. The City Manager shall give the appellant and any other persons requesting the same, at least ten (10) days' notice of the time and place of such hearing.

At the time and place set for the hearing upon the appeal from the action of the Library Director, the City Manager shall give the appellant and any other interested party a reasonable opportunity to be heard. The City Manager shall hear and determine the appeal on the basis of the applicant's written appeal statement and any additional evidence the City Manager deems appropriate. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The rules of evidence as used by courts of law do not apply. In all such cases, the burden of proof shall be upon the appellant.

The City Manager shall uphold, or modify and uphold, the Library Director's action, or reverse the Library Director's action and render a new decision in the matter. The decision of the City Manager shall be issued within ten (10) days of the hearing and shall be in writing and contain findings of fact and a determination of the issues presented. The decision of the City Manager shall be final.

RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

The ultimate responsibility for the selection of materials rests with the Library Director. The Library Director is charged with the implementation of the collection development policy. Selection of library materials is delegated to the Library Director and, under his or her supervision, to other members of the staff who are qualified to do so by reason of education, training, and experience. Suggestions from other staff members and from the public are invited and will be seriously considered during the selection process.

SPECIFIC SELECTION CRITERIA

The following factors will be given consideration when making selection of library materials:

- Relationship and importance to the collection
- Significance of the subject matter
- Timeliness or popularity
- Reputation or qualifications of the author, artist, publisher, or producer
- Local interest
- Availability of materials on the subject
- Provision of alternative viewpoint
- Inclusion in standard bibliographies or indexes
- Level of difficulty
- Critical review
- Purchase price
- Accessibility to materials elsewhere in region
- Suitability of format to library purposes
- Technical characteristics; i.e., quality of physical characteristics

WITHDRAWAL AND DISCARDING OF LIBRARY MATERIALS

Materials are regularly withdrawn from the library's collections for the following reasons:

- They are out of date; that is, no longer timely or accurate.
- They are badly worn or damaged.
- It is cheaper to replace rather than mend or repair the items.
- They were once popular items that no longer enjoy a high interest or demand by the public.
- There are limitations imposed by lack of storage or display space.

SELECTION SOURCES

The impetus to select an item may come from a number of sources, including, but not limited to, the following:

- Reviews
- Patron requests
- Publishers' catalogs
- Staff recommendations
- Interlibrary loan requests
- Subject needs
- Collection evaluations
- Weeding/replacement schedule
- Gifts
- Bibliographies

PROGRAMMING POLICY

Roseburg Public Library develops and presents programs that provide opportunities for information, learning, and entertainment. Programs are designed to:

- Promote the communication of ideas and information to people of all ages.
- Promote interest in reading and learning.
- Stimulate interest in and use of the library.
- Create a better informed community.
- Promote an awareness of contemporary issues.
- Connect programs with library resources and services.
- Attract nonusers to the library.
- Foster positive relationships throughout the community.

Library-sponsored programs take advantage of library staff expertise, collections, services, and facilities to increase access to lifelong learning opportunities and resources. Program topics, speakers, and resource materials are selected based on the interests and information needs of the community while seeking to avoid duplication of programming from other providers in the community. The library may participate in cooperative or joint programs with other agencies, organizations, institutions, or individuals.

Topics, speakers, and resource materials are not excluded because of possible controversy. Library sponsorship of a program does not constitute an endorsement of the content of the program or the views expressed by the participants.

Concerns about library-sponsored programs should be directed to the Library Director. Patrons also may complete the written form Request for Reconsideration. The Library Director will review the request, discuss it with the requester, and provide a written decision.

A patron shall have the right to appeal the Library Director's written decision to the City Manager. A written appeal must be filed within fifteen (15) days after the date of notification by the Library Director. The written appeal filed with the City Manager must state the basis for the appeal. The program in question will remain on the schedule pending the City Manager's written decision.

Unless the appellant and City agree to a longer period of time, an appeal shall be heard by the City Manager within thirty (30) days of receipt of the written appeal. The City Manager shall give the appellant and any other persons requesting the same, at least ten (10) days' notice of the time and place of such hearing.

At the time and place set for the hearing upon the appeal from the action of the Library Director, the City Manager shall give the appellant and any other interested party a reasonable opportunity to be heard. The City Manager shall hear and determine the appeal on the basis of the applicant's written appeal statement and any additional evidence the City Manager deems appropriate. At the hearing, the appellant may

present testimony and oral argument personally or by counsel. The rules of evidence as used by courts of law do not apply. In all such cases, the burden of proof shall be upon the appellant.

The City Manager shall uphold, or modify and uphold, the Library Director's action, or reverse the Library Director's action and render a new decision in the matter. The decision of the City Manager shall be issued within ten (10) days of the hearing and shall be in writing and contain findings of fact and a determination of the issues presented. The decision of the City Manager shall be final.

Library-sponsored programs are offered free of charge. They are open to all, although some may be directed toward specific target audiences. Registration may be required for planning or space purposes. Programs may be held at the library or in the community.

RULES OF CONDUCT POLICY

Roseburg Public Library is used by many people every day, and it is important to have a clear, common understanding of appropriate behavior at the library. The essential behavior while using the library is to be considerate of others. The following rules of conduct have been established for the comfort and protection of all who work in and use the library.

MAINTAINING A SAFE LIBRARY ENVIRONMENT

Patrons are expected to be engaged in typical library activities associated with the use of a public library while in the building, and they are expected to adhere to the following guidelines:

1. Respect staff and other library patrons.
2. Respect library property and safeguard personal belongings.
3. Monitor children in your charge. Parents or caregivers, not library staff, are responsible for the behavior and safety of their children using the library.

Behaviors prohibited on Library property include, but are not limited to, the following:

1. Eating food or having uncovered drink containers, except in designated areas.
2. Using skateboards, rollerblades, skate shoes, or scooters in the building, the parking lot or on sidewalks adjacent to the parking lot.
3. Leaving young children without adequate supervision.
4. Wearing inappropriate clothing or not wearing a shirt or shoes.
5. Lying down, sleeping, or the appearance of sleeping on the premises.
6. Customers may not block aisles, exits, pathways, or entrances.
7. Bringing shopping carts, bicycles, skateboards, scooters, or similar bulky articles into the building. Baby strollers and those articles necessary to assist individuals who have disabilities are permitted.
8. Abusing library furniture, equipment, or materials.
9. Conducting activities that pose a safety hazard to the individual or others.
10. Behaving in a disruptive manner, including disorderly conduct, noise or activity that interferes with the rights of others to enjoy use of or perform work duties in the library.
11. Carrying weapons of any kind, except as permitted by ORS 166.370.
12. Using tobacco in any form while inside the library building or on library property.

MAINTAINING AN ENVIRONMENT CONDUCIVE TO LIBRARY USE

1. Any behavior that interferes with another person's ability to use the library is prohibited. This may include, but is not limited to, talking loudly, using abusive language, using personal listening devices that disturb others, running, soliciting, emitting overpowering body odors, and game playing that disturbs others.
2. Harassment, verbal abuse, threats, and fighting are prohibited.
3. Conducting any type of for-profit business without authorization is prohibited.

4. The solicitation of signatures or contributions for noncommercial or nonprofit purposes is not permitted except when authorized by the Library Director or designated staff.
5. Although cell phone use is permitted in the Library, it may be prohibited when it interferes with another person's ability to use the library.
6. Theft of or defacing library materials or other library property is against the law.
7. Bringing animals into the library, other than service animals, is prohibited. A service animal is defined as a dog or miniature horse that has been individually trained to do work or perform tasks for an individual with a disability. The tasks performed by the service animal must be directly related to the person's disability.
8. Animals may not be left unattended on library property.
9. Use of public restrooms for bathing and/or laundry and use of other public areas for personal grooming is prohibited.

ENFORCEMENT OF POLICIES

The Library Director and his/her designated staff are authorized to interpret and enforce these policies in accordance with applicable law and to ensure appropriate behavior of all persons in the library facilities. The degree of the violation will determine the response. Staff is instructed to call 911 immediately in response to any behavior that is deemed dangerous. Staff will call police for any behavior that is in violation of federal, state, or local ordinances. Staff will call the police if a person or group of people is asked to leave the library and they refuse to leave and/or become uncooperative with the staff member.

For most other violations of this policy, one warning will be given. Continued violations will result in the patron(s) being asked to leave the library for the day. A serious violation or repeated violations, or a violation where the police are called, may result in longer exclusions from the library.

An individual who is banned from the library may be criminally charged with trespassing if they return to library property during the term of the ban. Any individual who is banned and whose library privileges have been revoked may request to have the decision reviewed.

RESOLUTION NO. 2018-23

A RESOLUTION ESTABLISHING FEES FOR THE ROSEBURG PUBLIC LIBRARY

WHEREAS, The Roseburg Public Library (Library) is scheduled to open in late October/early November 2018; and

WHEREAS, The Library will provide free services to those patrons living within the City limits, transitional patrons, and youth age 0 through high school graduation who reside or attend school within the geographical boundaries of the Roseburg Public School District; and

WHEREAS, The Library proposes to implement a fee for Library cards for those patrons living outside the City limits; and

WHEREAS, The Library proposes to set fees for items from the Library that have been lost or damaged by patrons; and

WHEREAS, The Library proposes to set fees for miscellaneous costs for additional services including, but not limited to, copying charges, earbuds, and interlibrary loans.

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

Section 1. The following fees will be added to the City of Roseburg Fee Schedule under LIBRARY:

Library Card

Residents	No Charge
Transitional (<i>residents without a permanent address</i>)	No Charge
Student	
(<i>youth age 0-high school graduation living or attending school within the Roseburg Public School Dist boundary</i>)	No Chg
Non-Residents *	\$60.00/year or \$15.00/quarter
Replacement Fee	\$1.00

** Every person in one household may share one non-resident library card for the single fee. "Household" means a group of individuals who comprise a housekeeping unit using one (1) kitchen and who live together under the same roof. There is no reduction in the fee for small households. The fee is not refundable and not prorated.*

Lost or Damaged Items

Roseburg Public Library does not assess overdue fees for materials. Items not returned within 30 days of the due date will be considered lost, and the borrower will be billed for the cost of the item plus a processing fee.

Cost of Item as Indicated in Automation System; or

Adult Hardcover Book	\$30.00
YA and Junior Hardcover Book.....	\$20.00

Picture Book.....	\$15.00
Board Book (Toddler).....	\$10.00
Adult Trade Paperback	\$15.00
Adult Mass Market Paperback	\$8.00
YA and Junior Paperback	\$10.00
Adult Audiobook.....	\$50.00
Children's Audiobook	\$35.00
Compact Disc.....	\$20.00
Magazine and Newspaper	\$4.00
DVD	\$25.00
Large Print Hardcover Book.....	\$35.00
Large Print Paperback Book	\$25.00
Processing Fee for Damaged or Lost Item	\$2.00

Copies

Black and White Copies	\$0.25/page
Color Copies	\$0.50/page

Reference Services

Microfilm Reference Request	\$10.00
Interlibrary Loan	\$5.00 plus cost of shipping per item

Miscellaneous

Enclosure Case (e.g., DVD or audiobook) Replacement	\$2.00
Earbuds	\$2.00

Section 2. This resolution shall become effective immediately upon adoption by the Roseburg City Council on September 24, 2018.

**ADOPTED BY THE ROSEBURG CITY COUNCIL AT ITS REGULAR MEETING
ON THE 24TH DAY OF SEPTEMBER, 2018.**

Amy L. Sowa, City Recorder

9/19/18

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



Safe Routes to Schools Grant Application Authorization

Meeting Date: September 24, 2018
Department: Public Works
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

Grant applications for ODOT's Safe Routes to Schools Program are due on October 15th. The issue for the Council is whether to authorize a grant application.

BACKGROUND

A. Council Action History. None.

B. Analysis. In 2017, the Oregon Legislature passed House Bill 2017 which included dedicated funding for a statewide Safe Routes to School (SRTS) Program. For the current biennium, \$16 million has been programmed in the competitive infrastructure grant program. ODOT is currently accepting grant applications for projects intended to reduce barriers for students walking and biking to schools. For the first round of funding, the emphasis is on providing improvements within a one mile radius of a Title I school. If the project serves a Title I school, the matching fund requirement is reduced from 40 percent to 20 percent for this grant cycle. *A Title I school is one in which children from low income families make up at least 40% of enrollment. Eastwood Elementary School is at 68.1%*

Staff is proposing to submit an application for an improvement project on Douglas Avenue east of Deer Creek. Douglas Avenue is currently a narrow street with no shoulders on either side. Improvements may include curb, gutter, sidewalks, bike lanes, street lighting and an enhanced crosswalk treatment near Eastwood Park. The intent would be to provide a safe pedestrian route to the multi-use path that runs along the eastside of Eastwood Park to a pedestrian bridge that crosses Deer Creek and connects to the elementary school.

As part of the Blue Zones Project, the Built Environment Committee has been supporting this project. Blue Zones is funding a consultant to prepare a SRTS Action Plan and to assist in putting the grant application together.

C. Financial and/or Resource Considerations. The City previously submitted a Transportation Enhancement grant application to ODOT for a similar project to improve Douglas Avenue. The project was more extensive than the SRTS project being contemplated, but had a preliminary estimate of \$4 million. The maximum SRTS grant amount is \$2 million, which will require the project to be scaled down. With a twenty percent grant match, the City's portion could be \$400,000. The adopted Five Year Capital Improvement Program includes funding in the Transportation and Sidewalk/Streetlight Funds

to be utilized as grant match. In addition, this area and project have been included in the recently adopted Diamond Lake Urban Renewal Plan.

D. Timing Issues. Applications are due October 15th.

COUNCIL OPTIONS

The Council has the following options:

1. Authorize submission of a grant application to the SRTS program; or
2. Request additional information; or
3. Recommend that staff not apply for a SRTS grant at this time.

STAFF RECOMMENDATION

Douglas Avenue is identified as a critical route in the adopted Bicycle and Pedestrian Plan. Currently, students are bussed from Douglas Avenue to Eastwood Elementary School. In the afternoon, what could be a five minute walk becomes a 45 minute bus ride for kids that live across the street from Eastwood Park.

The Public Works Commission discussed this project at their September 13th meeting. The Commission recommended that the City Council authorize submission of a grant application to the SRTS program.

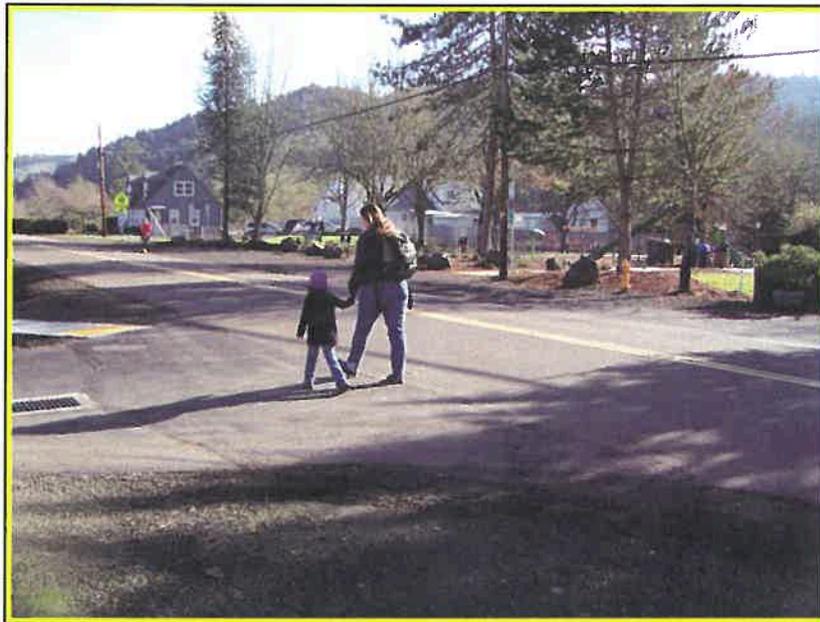
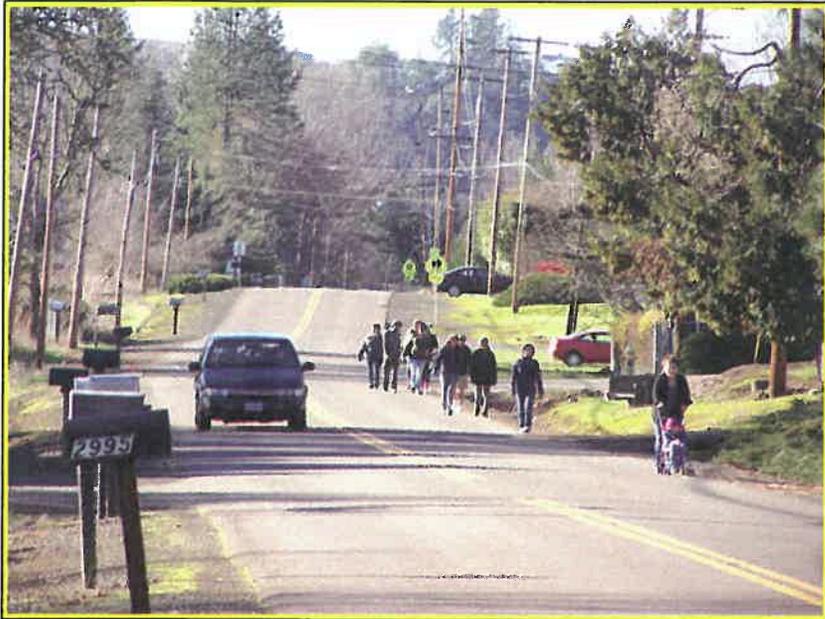
SUGGESTED MOTION

I move to authorize submission of a grant application for the Safe Routes to School Program for improvements to Douglas Avenue.

ATTACHMENTS

Attachment #1 - Pictures

DEPARTMENT ITEMS A
ATTACHMENT #1



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



Police Officer Recruiting and Hiring

Meeting Date: September 24, 2018
Department: Police
www.cityofroseburg.org

Agenda Section: Department Items
Staff Contact: Gary Klopfenstein, John VanWinkle
Contact Telephone Number: 541-492-6760

ISSUE STATEMENT AND SUMMARY

At the August 27, 2018 City Council meeting, Council heard comments during audience participation regarding the recruiting and hiring of Police Officers for the Roseburg Police Department. Mayor Rich asked Staff to provide an overview of the process and timeline to hire and train new officers.

BACKGROUND

A. Council Action History.

Public comment was heard during audience participation at the August 27, 2018 meeting. Council has authorized staffing levels for the Police Department through the budget process.

B. Analysis.

The Police Chief and Human Resources Director will provide a brief overview of current processes in place to recruit, hire, train and certify new Police Officers.

C. Financial and/or Resource Considerations.

None.

D. Timing Issues.

None.

COUNCIL OPTIONS

Informational. No Council action required.

ATTACHMENT

New Officer Training Outline



CITY OF ROSEBURG POLICE DEPARTMENT



700 SE Douglas Ave.
Roseburg, Oregon 97470-3396

Voice (541) 492-6760



New Officer Training Outline 2018

A. Orientation 2-3 weeks (depends on how long the online certifications take to complete, as it varies with different recruits)

B. Week 1

1. Swearing in by the Chief of Police;
2. Complete hiring paperwork with Human Resources;
3. Obtain Law Enforcement Data System (LEDS) certification;
4. Agency Policy Manual review;
5. Get First Aid/CPR certified;
6. Complete online training for the following:
Sexual/Workplace Harassment, Incident Command System (ICS), Bloodborne Pathogens and Hazardous Materials First Response.

C. Weeks 2-3

1. Handgun and patrol rifle training (8 hours);
2. Taser training (8 hours);
3. Use of Force and Defensive Tactics;
 - A) Classroom (8-10 hours)
 - B) Practical training (20 hours)

4. Completion of any remaining online training.

D. Field Training and Evaluation Program (FTEP) Phase I (5 weeks)

1. "Limbo" week. The trainee learns basic functions and procedure and does not get evaluated; they only watch their trainer and observe.
2. 4 weeks of evaluation where the agency trainer is expected to do most of the work. The trainee is expected to be performing consistently at an acceptable level in the following categories by the end of Phase 1:
 - a) General Appearance;
 - b) Acceptance of Feedback;
 - c) Attitude Toward Police Work;
 - d) Relationships with: citizens, ethnic groups other than own, other department members;
 - e) Driving: normal conditions;
 - f) Radio: articulation of transmissions.

E. Field Training and Evaluation Program Phase II (4 weeks)

1. 4 weeks of evaluation where the agency trainer is expected to complete about 50% of the work with the recruit. The trainee is expected to be performing consistently at an

acceptable level in all the categories of Phase I, and in the following categories by the end of Phase II:

- a) Driving: moderate/high stress conditions;
- b) Routine Forms: accuracy/completeness;
- c) Report Writing: organization/details;
- d) Report Writing: grammar/spelling/neatness;
- e) Field Performance: non-stress conditions;
- f) Self-Initiated Field Activity;
- g) Officer Safety: general/suspects/prisoners;
- h) Control of Conflict: voice command;
- i) Radio/Mobile Computer: appropriate use of codes/listens and comprehends.

F. Field Training and Evaluation Program Phase III (4 weeks)

1. 4 weeks of evaluation where the trainee is expected to complete about 80% of the work and the agency trainer is only there for minor assistance. The trainee is expected to be performing consistently at an acceptable level in all the

categories of Phase I and II, and in the following categories by the end of Phase III:

- a) Report Writing: appropriate time used;
- b) Knowledge of Department Policies and Procedures;
- c) Knowledge of Traffic Statutes;
- d) Knowledge of Criminal Statutes;
- e) Knowledge of City Ordinances;
- f) Knowledge of Criminal Procedures;
- g) Orientation: response to calls;
- h) Field Performance: stress conditions;
- i) Investigative and Interview Skills;
- j) Control of Conflict: physical skill;
- k) Problem Solving / Decision Making.

G. Field Training and Evaluation Program Phase IV (2 weeks)

1. 2 weeks of training where the trainee functions as a solo Officer. The agency trainer is in plain clothes and acts as an observer. The agency trainer is only instructed to assist if the trainee is violating a constitutional right, doing something illegal, placing the Roseburg Police Department in a bad light, or if assistance is needed in a use of force situation. The trainee is evaluated and graded in all the categories of Phase I through III.

*** It should be noted that each trainee is graded in all 26 categories during the entirety of the training schedule. They are only required to maintain consistency at an acceptable level for the categories pertinent to the Phase of training they are in. For example, during Phase I they will be graded on things such as Officer Safety and Problem Solving, but they aren't expected to be consistently acceptable until Phase II and III of training, etc.

H. Department of Public Safety Standards and Training Basic Police Academy (16 weeks)

1. Each new recruit is required to attend a 16 week basic police academy at the Department of Public Safety Standards and Training (DPSST) campus in Salem. Attendance at the Academy can occur at different times in a recruit's training, depending on space and class availability. Sometimes attendance is right after hiring, and other times it is in the middle or at the end of the recruit's training program.

*** During the 17 week FTEP training the trainee also completes a DPSST required training manual that is comprised of 119 pages of training covering various aspects of law enforcement. This training covers almost everything a police officer can be expected to encounter during their job.

I. For Lateral Police Officers from Oregon we schedule them for the 17 week FTEP program, but they don't have to complete the 119 page manual (as they are already DPSST certified) and we can adjust the length of time for training based on their experience and proficiency.

J. For Out-of-State Lateral Police Officers they complete the 17 week FTEP program. Depending on reciprocity with the State they are from, we may or may not have to send them to the 16 week DPSST academy. DPSST has sole discretion as to whether they will accept the Out-of-State training, or require the full DPSST academy. If they do accept the other State's training, then the lateral trainee only has to attend a 2 week course at DPSST that is specific to Oregon Law.

CL
9/17/18



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

Storage Area Network Acquisition

Meeting Date: September 24, 2018
Department: Finance
www.cityofroseburg.com

Agenda Section: Department Items
Staff Contact: Ron Harker
Contact Telephone Number: 541-492-6710

ISSUE STATEMENT AND SUMMARY

Council will be considering the purchase of a new Storage Area Network (SAN) storage solution to replace the City's current storage, which is now on a third party support contract and scheduled for replacement. This system is a mission critical component of the City's IT network as it provides all storage for all the Servers the city uses. The SAN replacement project is budgeted in the current fiscal year. The City has obtained three quotes, all of which exceed the City Manager's purchasing authority thereby requiring Council approval of the purchase.

BACKGROUND

A. Council Action History. On June 11, 2018, the City Council passed Resolution 2018-13, which adopted the 2018-19 budget and established the appropriation authority of the General Fund, which included appropriation authority for the acquisition of a new Storage Area Network (SAN) storage solution.

B. Analysis. The current SAN is on a third party support contract and scheduled for replacement. The SAN provides all of the storage requirements of the various servers utilized by the city; consequently, the system is a mission critical component of the city's IT Network. Replacement of the SAN is budgeted in the current fiscal year with an appropriation of \$66,000.

Third party support contracts are utilized when equipment exceed warranty and replacement parts become difficult to obtain. Under third party support agreements the provider may replace parts with any parts they deem suitable including previously used or refurbished parts. Currently the City contracts with Park Place for these services on its SAN; the contract is for \$1,100 and only covers two of the three nodes (a node is an array that includes multiple drives in the unit).

The city received three quotes for the project as summarized below:

- CXtec \$65,118.00
- CDW-G \$74,354.68
- XIOLOGIX, LLC \$115,087.00

The quote from CXtec satisfies the replacement requirements for the SAN and is less than the budgeted appropriation.

C. Financial and/or Resource Considerations. As the quote from CXtec is less than the budgeted appropriation for the project, there is no detrimental financial impact.

D. Timing Issues. As the existing SAN is beyond the manufacturer's warranty, replacement should be undertaken sooner rather than later. The SAN replacement is planned and budgeted for in the current fiscal year.

COUNCIL OPTIONS

- 1) Authorize the City Manager to purchase the SAN utilizing the quote from CXtec; or
- 2) Not authorize the purchase of a new SAN equipment.

STAFF RECOMMENDATION

Given the need to replace the SAN and having sufficient funding to do so, staff recommends the purchase of the SAN equipment through CXtec.

SUGGESTED MOTION

I move to approve the bid award of SAN equipment through CXtec in the amount not to exceed \$65,118.00.

JS
9/18/18

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



VEHICLE FOR HIRE UPDATE

Meeting Date: September 24, 2018
Department: Administration
www.cityofroseburg.org

Agenda Section: Department Items
Staff Contact: Amy Sowa
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

City Council adopted Ordinance No. 3504 that repealed Roseburg Municipal Code (RMC) Chapter 9.08 entitled "Taxicab and Limousine Services" and replaced it with new Chapter 9.08 entitled "Vehicle for Hire Services". Upon receipt of the adopted ordinance, both Uber and Lyft notified staff they would not be applying to serve the City of Roseburg.

BACKGROUND

A. Council Action History.

Over the past six months, staff worked on drafting an ordinance that would allow Transportation Network Companies (TNCs) to operate in Roseburg along with traditional taxi operators. Ordinances from Medford, Corvallis, Redmond, Salem and Eugene were reviewed and used as guidelines in drafting the ordinance. In addition, staff reached out to local taxi companies and the Oregon representative from Uber for input, and received comments from other interested parties.

After several revisions based on feedback from the above sources, the ordinance was adopted by the Council on August 13, 2018, with an effective date of September 12, 2018. Staff provided all interested parties with a copy of the adopted ordinance, along with updated driver and operator application forms.

On September 14, 2018, City Attorney Coalwell and I held a conference call with the new Oregon representative from Lyft.

B. Analysis. Upon receipt of the adopted ordinance and application forms, both Uber and Lyft notified staff that they will not apply to provide vehicle for hire services in Roseburg. The concerns from Uber included the City issued driver's permit and vehicle inspection requirements, neither of which they objected to in earlier conversations. They suggested we consider becoming part of the Eugene/Springfield service area, or adopt the City of Eugene's ordinance and rules.

The concerns from Lyft were the City background checks and driver's permit application. They asked that the City draft their ordinance to match the City of Medford.

- C. **Financial/Resource Considerations.** There is no financial impact to the City.
- D. **Timing Considerations.** There are no timing considerations at this time.

COUNCIL OPTIONS

This update is provided for information only. If Council chooses, they may direct staff to look further into additional amendments to the Vehicle for Hire Ordinance.

STAFF RECOMMENDATION

Staff has no recommendation.

SUGGESTED MOTIONS:

None

*OK
9/24/18*

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



Legion Field Improvement Proposal & Exemption from Naming Policy

Meeting Date: September 24, 2018
Department: Public Works
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

Roseburg American Legion Baseball Commission (Legion) has previously submitted a proposal to remove the existing natural grass surface at Legion field and replace it with artificial turf. Legion is now requesting an exemption to the City's Park Naming Policy in order to raise funds for the project. The issue for Council is whether to approve an exemption to the naming rights policy.

BACKGROUND

A. Council Action History. On June 12, 2017, the Council approved a request by American Legion to install artificial turf in Legion Field on the condition that all funding be secured prior to beginning project construction.

B. Analysis. This item was discussed extensively at the September 19th Special Parks Commission meeting. The full agenda item prepared for that meeting has been attached. The Parks Commission memo and attachments outline in greater detail the numerous items that need to be considered when contemplating this request.

C. Financial and/or Resource Considerations. The proposed project is being funded entirely by the Legion and their partners. No financial impacts are expected for the City.

D. Timing Issues. Legion would like to begin the project as soon as possible. As such, they are eager to get direction regarding the naming proposal so that they may begin fundraising. Legion hopes to start construction this fall.

COUNCIL OPTIONS

The Council has the following options:

1. Approve an exemption to the adopted Naming Policy for the American Legion Baseball Commission's turf fundraising project; or
2. Request additional information; or
3. Deny the request for exemption.

STAFF RECOMMENDATION

After extensive discussion, the Parks Commission made two recommendations:

1. The Commission recommended that Council approve an exemption to the naming rights policy for the Legion turf project with the requirement that naming rights only be offered to companies that market products that are appropriate for and can be legally sold to youth; and

2. The Commission recommended that staff negotiate an agreement outlining any conditions required for moving forward with the construction project.

SUGGESTED MOTION

There are two suggested motions:

I move to approve an exemption to the naming rights policy for the American Legion Baseball Commission's turf fundraising project as outlined in the Parks Commission memo dated September 19, 2018 with the stipulation that naming rights are only offered to companies that market products that are appropriate for and can be legally sold to youth.

I move to direct staff to negotiate an agreement outlining any conditions required for moving forward with the construction project.

ATTACHMENTS

Attachment #1 - Parks Commission memo dated September 19, 2018 with attachments



CITY OF ROSEBURG
MEMORANDUM



DATE: September 19, 2018
TO: Parks & Recreation Commission
FROM: Kris W. Ammerman, Parks & Recreation Program Manager
VIA: Nikki Messenger, Public Works Director
SUBJECT: Legion Field Improvement Proposal 2018

ISSUE STATEMENT AND SUMMARY

Roseburg American Legion Baseball Commission (Legion) has previously submitted a proposal to remove the existing natural grass surface at Legion field and replace it with artificial turf. Legion is now requesting an exemption or exception to the City's Park Naming Policy in order to raise funds for the project. The issue for Commission is whether to recommend that Council accept Legion's latest proposal.

BACKGROUND/ANALYSIS

In June 2017 Legion representatives submitted a proposal to replace the grass at Legion Field with artificial turf. The proposal received preliminary approval from the Commission and Council with the condition that all funding for the project must be secured prior to construction beginning. Since that time, the project has been fairly quiet while Legion worked on developing funding and usage partnerships.

On August 29th, staff met with representatives from Umpqua Community College and Legion to discuss new details regarding the turf project. There were two things that were primarily discussed. The first is that both Umpqua Valley Christian School (UVC) and Umpqua Community College (UCC) want the ability to use the field space and would participate in the fundraising and pay a user fee to Legion for use of the field. The second is that the group would like an exemption from the current naming policy in order to provide naming rights as part of their fundraising efforts.

The current Legion agreement outlines the priority of uses as follows:

2.3 Priority of Uses. Priority of use of the Facilities by the Commission, City, and others shall be determined by the Commission in accordance with the following priority schedule (beginning with the highest priority):

2.3.1 Use by youth for organized baseball league and tournament play, including practices, as follows:

2.3.1.1 The Commission for American Legion baseball;

2.3.1.2 Roseburg High School for baseball games and practices;

2.3.1.3 Other organized youth baseball with responsible adult leadership.

2.3.2 City's events;

2.3.3 Use by others for special events when the Commission is notified at least 90 (ninety) days in advance of the scheduled even;

2.3.4 Use by the Commission for any other purpose.

The agreement also allows for use by others in a separate section. Use by UCC fits within those requirements. In order to facilitate usage for all four entities and meet the requirements of the agreement with the City, Legion is proposing that all four partners enter into a Memorandum of Understanding (MOU) outlining the conditions related to usage. A draft MOU has been attached for the Commission's information. As outlined in the MOU, during the season when Legion is not playing, RHS will have first priority, UVC will have second priority and UCC will have third.

Naming Policy:

The City's adopted Park Naming Policy requires at least 51% of the project cost or \$300,000 (whichever is greater) as the minimum dollar amount for the naming of a park or amenity. The total cost estimate for the project is \$715,000. Under the current policy, this would require a monetary donation of \$357,500 in order to name/rename the field. While the facility will remain Bill Gray Stadium, the partners seeking to turf the field are seeking an exemption to this policy and are requesting approval of the following naming rights:

1. **Field** – For a term of 6 years at \$25,000/year (\$150,000) in exchange for associating the sponsor's name with the field. This package will include: inserting the sponsor's name or logo in the turf behind home plate and using the sponsor's name when referring to the field. For example, "The XYZ Field at Bill Gray Stadium."
2. **Dugouts and Press Box** – For a term of 6 years at \$4,000/year (\$24,000) for adding the sponsor's name or logo to the top of the dugouts and the front of the press box.
3. **On-deck Circles** – For a term of 6 years at \$1,000/year (\$6,000) including the sponsor's name or logo in the on-deck circles.

Members of the Roseburg American Legion Baseball Commission plan to attend the September 19th 2018 Parks Commission meeting.

FINANCIAL / RESOURCE CONSIDERATIONS

The proposed project is being funded entirely by the Legion and their partners. No financial impacts are expected for the City.

TIMING ISSUES

Legion would like to begin the project as soon as possible. As such, they are eager to get direction regarding the naming proposal so that they may begin fundraising. Legion hopes to start construction this fall.

STAFF RECOMMENDATION

The agreement between the City and Legion is somewhat unique in that Legion is responsible for all of the maintenance and scheduling at the facility. However, it is important to consider future implications of any deviations from the naming policy. Groups such as Umpqua United Soccer and Roseburg Indian Fastpitch have mentioned the desire to turf fields as well. These facilities are not fully enclosed the way that Legion is, but any decisions made here may carry forward to those facilities or others such as the Tennis Center.

Staff believes there is great value in these user groups working together to make these improvements happen. As the request and additional information has come forward with an urgency to get in front of the Commission, there are several questions that staff has forwarded to the committee. Representatives will be available at the meeting to address these and any other questions the Commission may have.

1. Who is responsible for collecting and accounting for money and hiring and paying the contractor?
2. Who will verify adequate funding is available prior to beginning construction?
3. Are they planning for any contingency? If not, what happens if they find something once they start?
4. We will need them to acknowledge that if any public money is contributed (say from RHS or UCC) that BOLI laws regarding prevailing wage rates on public contracts will apply.
5. If the naming request is approved, is the intent that the money will be paid up front or over 6 years? If over time – how does that fund the project? Is the intent to have a loan and if so on what collateral?
6. What happens after 6 years?
7. When does Legion plan to bring forward their fee structure (section 4 of the agreement)? I assume there will be new fees established as part of the MOU for UVC and UCC usage fees. Are the fees changing for RHS?
8. Once turf is installed, we will need to amend the agreement to update section 3 – maintenance since it talks about irrigation, fertilizing, reseeding, etc.
9. Each entity should provide the City with insurance coverage as additional insured.
10. As with any project, they will need to submit for site plan review and any required building permits.

Since the project has become more complex than simply Legion fundraising and constructing turf, staff recommends that a separate agreement regarding the project be negotiated and executed. The agreement would outline conditions outlined above and any other conditions that the Commission or City Council may deem appropriate.

SUGGESTED MOTION

If the Commission supports the naming proposal provided, it would be appropriate to direct staff to move that item forward to Council. That particular item is time sensitive to their fundraising efforts.

I move to forward a recommendation to the City Council to approve an exemption to the naming rights policy for the American Legion Baseball Commission's turf fundraising project as outlined.

I move to recommend that staff negotiate an agreement outlining any conditions required for moving forward with the construction project.

ATTACHMENTS

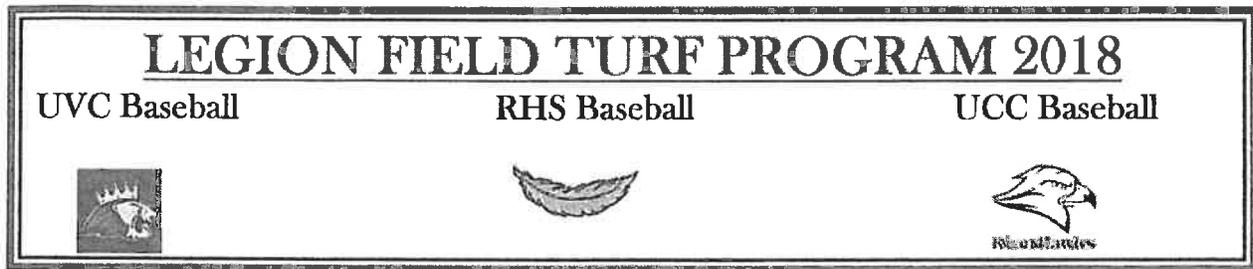
Legion Field Turf Program 2018

Draft MOU

Existing Legion Agreement with Amendments

City of Roseburg Naming Policy

City of Roseburg Banner/Signage Policy



Proposal for City of Roseburg

On behalf of the committee for the Legion Field Turf Program 2018, we respectfully submit our proposal for the proposed upgrades for Legion Field. We hereby request permission from the City to make the following improvements and fee modifications:

1. Turf upgrade to new synthetic turf per the following Bid Specs:

a. Proposal received from Synthetic Turf Consulting (STC) - \$513,000

- i. 134,799 sq. ft.
- ii. Sporturf Powerhouse xp style 44 oz. fiber, this new fiber is making record tests for strength, tough bind and wear testing. It includes:
 1. 1/2" stitch gauge
 2. 1 3/4" pile height for infield and warning track areas
 3. 2" pile height for outfield area
 4. 2 ply primary
 5. 20 oz. secondary coating
 6. Holes for drainage
 7. Colors as per owner approved design
 8. 100% rubber infill
- iii. STC provides installation with in-house experienced personnel and extends an 8-year workmanship warranty.
- iv. Manufacturer provides an 8-year warranty on all turf products
- v. Manufacturer provides an 8-year warranty on all adhesive used

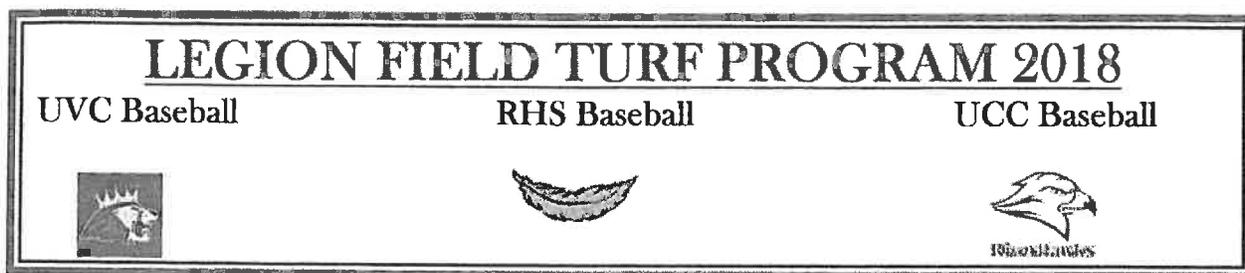
2. New Base construction for the above turf per the following Bid Specs:

a. Proposal received from Synthetic Turf Consulting (STC) - \$202,250

- i. Excavate and remove all organic material (sod & all roots)
- ii. Grade sub grade to owner approved design
- iii. Remove infield mix
- iv. Compact sub grade
- v. Provide and install a geo-tech fabric over entire area
- vi. Provide and install a 6" flat drain system under new turf
- vii. Provide and install a 4" collector drain system and connect to existing drain
- viii. Provide and install 4" of DOT spec 3/4" minus base material
- ix. Provide and install 2" of 3/8" minus base material and fine grade

**Please note, some of the above costs could be off-set by in-kind donations which the committee is actively pursuing.

Continued...



3. **Requesting the City's permission for approval of Adjustment of Fees:**

As required by Section 4.2 of the Legion Field Management and Operating Agreement, Roseburg American Legion requests permission to adjust the fees to generate additional revenue to fund the Turf Project. We would like to offer individuals or businesses the opportunity to purchase the exclusive right to associate their name or business name for a limited time period with the field, the dugouts and press box, and the on-deck circles.

The fees are to be negotiated, but we are considering offering the following to potential sponsors.

1. **Field.** For a term of 6 years at \$25,000/year (total \$150,000) we will associate the sponsor's name with the field. This package will include the following: inserting the sponsor's name or logo in the turf behind home plate and using the sponsor's name when referring to the field. For example, "The XYZ Field at Bill Gray Stadium."
2. **Dugouts and Press Box.** For a term of 6 years at \$4,000/year (total \$24,000) add the sponsor's name or logo to the top of the dugouts and the front of the press box.
3. **On-deck Circles.** For a term of 6 years at \$1,000/year (total \$6,000) include the sponsor's name or logo in the on-deck circles.

We would need the City to cap the 6" mainline water line that is currently going through the field and relocate it around the outside fence or however the City best determines the change. It is located approximately on the line between first base and the flag pole. The waterline needs to be moved for the turf improvements to happen.

Our goal is to have the upgrades completed as soon as possible. We would like to have the base prep work completed prior to onset of winter weather. Ultimately, we would like the project completed before Spring Baseball season begins.

If you have any questions, please contact me at 541.430.0147.

Respectfully Submitted,

Jeff Admire



Earle B. Stewart American Legion Post #16

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on December 01, 2018, by and between Roseburg American Legion Baseball, of Legion Field, Roseburg, Oregon 97471 and Roseburg High School (Referred to as RHS), Umpqua Valley Christian School (Referred to as UVC), and Umpqua Community College Baseball Team (Referred to as UCC), for the purpose of achieving the various aims and objectives relating to the Agreement of usage between Roseburg American Legion Baseball Commission and RHS, UVC, and UCC.

WHEREAS Roseburg American Legion Baseball and RHS, UVC, UCC desire to enter into an agreement in which Roseburg American Legion Baseball and RHS, UVC, and UCC will work together to utilize Roseburg American Legion field as partners.

AND WHEREAS Roseburg American Legion Baseball and RHS, UVC, and UCC are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete these goals;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding agreement of the usage of Legion Field, between Roseburg American Legion Baseball Commission and RHS, UVC, and UCC.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive agreement to the usage of Legion Field.

Cooperation

The activities and services for this agreement shall include, but not limited to:

- a. Services to be rendered by Roseburg American Legion Baseball include:

Roseburg American Legion Baseball Commission agrees to allow the usage of Legion Field to RHS based on the Roseburg City Agreement between Roseburg American Legion Baseball and the Roseburg City Parks. Roseburg American Legion Baseball also agrees to allow UVC and UCC use of Legion Field based on the Roseburg Parks Agreement. All partners will agree to pay a user fee at the beginning of their respective seasons, unless other considerations have been made and accepted by Roseburg American Legion Baseball. All season scheduling will be submitted to Roseburg American Legion Baseball no later than December 1st of the prior year to the season starting. This will include any Fall Ball activity scheduled in this agreement time frame. RHS will have first scheduling and first use of Legion Field for games and practices. UVC will have second choice of scheduling and second use of Legion Field for games and practices. UCC will have third scheduling and third use of Legion Field for games and practices. In an event of scheduling conflict this order will be used to Resolve any issues. This agreement does not supersede any verbal agreement the Varsity/Head Baseball coaches may agree to on

their own terms. Roseburg American Legion Baseball will assign a liaison for this MOU and must be kept apprised of any such verbal agreements and changes.

b. Services to be rendered by RHS, UVC, and UCC include:

RHS, UVC and UCC agree to pay a user fee for the use of Legion Field. The fee will be set by the Roseburg American Legion Baseball Commission and must be paid in full prior to any practicing or games. Unless the Roseburg American Legion Baseball Commission agrees with any of the parties to an alternative usage agreement.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

a. Roseburg American Legion Baseball agrees to provide the following financial, material and labor resources in respect to this agreement:

Roseburg American Legion Baseball Commission agrees to maintain Legion field suitable for usage, this does not encompass any acts of God and/or weather-related issues.

b. RHS, UVC and UCC agree to during their respective seasons to supply; bathroom supplies, empty garbage into provided dumpster, personnel for operation of scoreboard or gate receipts, keep dugouts and field house clean at all times.

Communication Strategy

Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with Roseburg American Legion Baseball and all parties in this agreement to reach the goals set forth in this agreement.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in this agreement a dispute resolution group will convene consisting of the Roseburg American Legion Chairman, Roseburg American Legion MOU Liaison, RHS Athletic Director, UVC Athletic Director and UCC Athletic Director. This group will be chaired by the Roseburg American Legion Baseball Chairman. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from December 01, 2018 until December 01, 2019. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given in person or by email/text message to the Roseburg American Legion MOU Liaison.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Oregon.

Assignment

Neither partner may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning partner, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the partners obligated under this Memorandum.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the partners relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of this agreement.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of this agreement
- d. This Memorandum will be effective upon the signature of all Partners.
- e. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Agreement of usage between Roseburg American Legion Baseball Commission and RHS,UVC, and UCC.:

Signatories

This Agreement shall be signed on behalf of Roseburg American Legion Baseball by Tom Donagan, Chairman Roseburg American Legion Baseball Commission, and on behalf of Roseburg High School (Referred to as RHS), Umpqua Valley Christian School (Referred to as UVC), and Umpqua Community College Baseball Team (Referred to as UCC) by their respective Athletic Directors. This Agreement shall be effective as of the date first written above.

Date:
Roseburg American Legion Baseball Chairman
Tom Donagan,

Date:
Roseburg High School Athletic Director

Date:
Umpqua Valley Christian High School Athletic Director

Craig Jackson Date: 7-2-2018
Umpqua Community College Athletic Director

6/1/2009 - 6/1/2014

LEGION FIELD MANAGEMENT AND OPERATION AGREEMENT

BETWEEN: City of Roseburg,
an Oregon municipal corporation (City)

AND: Roseburg American Legion Baseball Commission
American Legion: Umpqua Post #16
PO Box 1294
Roseburg, OR 97470 (Commission)

EFFECTIVE DATE: June 1, 2009

RECITALS

- A. City owns the facilities in Stewart Park known as Legion Field and surrounding area identified on Exhibit "B" which is herein incorporated by reference (the Facilities). The Commission uses the Facilities for American Legion Baseball and related events.
- B. City and the Commission entered into an agreement May, 1994 that expired in May, 2009.
- C. City and Commission desire to enter into a new agreement for management and operation of the Facilities year-round under the terms and conditions that follow.

AGREEMENT

1. Term and Renewal.

1.1 Initial Term. This Agreement shall become effective retroactive to June 1, 2009 and shall expire 5 (five) years from the Effective Date hereof, unless otherwise extended or terminated as provided herein.

1.2 Renewal Options. If not in default of this Agreement, the Commission shall have the option of renewing this Agreement for an additional five year period after the expiration of the initial term (the First Renewal Term). The Commission shall also have options to renew this Agreement for additional five year periods after the expiration of the First Renewal Term or renewals thereof, provided it is not in default of this Agreement, up to a total maximum term of 15 (fifteen) years.

1.3 Exercise of Option The Commission shall provide City written notice of its intent to exercise the renewal options provided in Paragraph 1.2 at least 90 (ninety) days, but no more than 180 (one hundred eighty) days, prior to the commencement of the period for which it wishes to renew this Agreement.

2. Operation of Facilities

2.1 American Legion Baseball. The Commission shall manage and operate the Facilities in accordance with this Agreement.

2.2 Use by Others. The Commission shall make the Facilities reasonably available throughout the year for use by City and other community groups when the proposed use would:

- 2.2.1 not damage the Facilities;
- 2.2.2 not create a noise disturbance under Roseburg Municipal Code Chapter 7.02.140; or,
- 2.2.3 not conflict with other events scheduled in Stewart Park.

Use by third parties shall be on such terms and conditions (including payment of use fees) as the Commission promulgates in writing, consistent with the terms and conditions of this Agreement. Any dispute between the Commission, a third party described in Paragraph 2.3 below, or the City concerning use of the Facilities under this Paragraph 2.2 shall be decided by the City Council.

2.3 Priority of Uses. Priority of use of the Facilities by the Commission, City, and others shall be determined by the Commission in accordance with the following priority schedule (beginning with the highest priority):

- 2.3.1 Use by youth for organized baseball league and tournament play, including practices, as follows:
 - 2.3.1.1 The Commission for American Legion baseball;
 - 2.3.1.2 Roseburg High School for baseball games and practices;
 - 2.3.1.3 Other organized youth baseball with responsible adult leadership.
- 2.3.2 City's events;
- 2.3.3 Use by others for special events when the Commission is notified at least 90 (ninety) days in advance of the scheduled even;
- 2.3.4 Use by the Commission for any other purpose.

3. Maintenance. The Commission agrees to perform the following services, maintenance and upkeep duties at all times during the term of this Agreement:

3.1 Baseball Fields and Related Facilities. The Commission shall maintain in their present condition or better, the baseball playing fields, exterior fences, seats and chairbacks in spectator areas, dugouts, roofs, bathrooms, concession stand and other structures. Such maintenance shall include, but is not limited to, providing all labor and materials necessary for maintenance, repair, mowing, irrigating, fertilizing, reseeding, grooming, marking, signing, fencing, outdoor and indoor lighting and vandalism repair at the Facilities;

3.2 Other areas. The Commission shall be responsible for maintaining the areas outside of the baseball fields shown on Attachment "A" in their present or better condition. Such maintenance shall include, but is not limited to providing all labor and materials necessary for mowing and grooming of low maintenance areas, and care and weeding of flower beds and plantings;

3.3 Utility Service. The Commission shall be responsible for all utility services at the Facilities, including but not limited to water, sewer, electric, garbage and telephone.

3.4 Equipment. Upon termination of this Agreement, all equipment provided by the City for use in the Facilities and any replacements therefore, shall be returned to City in the same condition as delivered to the Commission with the exception of reasonable wear and tear. None of said City equipment shall be removed from the Facilities without consent of City. The Commission shall be responsible for the costs of installation of all equipment supplied by the Commission. All equipment that is provided by the Commission shall remain the property of the Commission and shall be removed by the Commission at the termination of this Agreement. If such equipment is not removed within ten days after the termination of this Agreement, it shall become the property of City. All equipment supplied by City shall be maintained by the Commission, including replacement and repair, at the Commission's expense. All equipment supplied by the Commission shall be maintained by the Commission.

4. Revenue and Fees.

4.1 Collection of Revenues and Fees. All fees and revenues from use of the Facilities, including but not limited to gate receipts, user charges, concession profits, advertising revenue, and rental fees shall be collected by the Commission and, except as provided in this Agreement, shall remain the property of the Commission during the term of this Agreement.

4.2 Adjustment of Fees. Subject to City's right to review and modify as provided herein, from time to time, the Commission may adjust the fees charged in connection with the use of the Facilities. Not less than 90 (ninety) days before any change in fees, the Commission shall notify City of any proposed change. Within 30 (thirty) days of receiving the Commission's notice, City may elect to suspend implementation of the fee change while it considers the proposed change. If City, after giving the Commission an opportunity to present the reasons for the fee change, determines a different fee schedule is appropriate it may so act by City Council resolution. In establishing fees, the City shall consider the condition of the Facilities, any outstanding debt, the cost of maintenance and operation, planned capital improvements, the existing fees, the Commission's obligations under this Agreement and other economic conditions within the community. The City shall not be unreasonable in adjusting the fees. No fees set by the City shall be adjusted by the Commission for at least one year thereafter without first obtaining City's approval.

5. Expenditures. All revenue received by the Commission from its activities under this Agreement shall not be used for the production of income, the conduct of trade or business, or for other commercial purposes for the sole benefit and enjoyment of the Commission, its members, shareholders other individuals. All of the Commission's revenue from activities at or use of the Facilities will be used as authorized by this Agreement. No part of the Commission's earnings shall inure to the benefit of any shareholder or individual and upon liquidation of the Commission, its assets at the Facilities or attributable to the performance of this Agreement will be distributed to City for use in public recreational activities.

5.1 Expenditure of Fees and Revenues. All fees and revenues collected from activities or use of the Facilities, operation of concessions on City's property and other activity allowed by this Agreement shall be expended according to the following priorities:

- 5.1.1 The Commission's costs of performing its duties under this Agreement;
- 5.1.2 Capital improvements to the Facilities which have City's prior written approval, then
- 5.1.3 With City's prior written approval, reserve funds for deferred payment for existing capital improvements to the Facilities, for future capital improvements to the Facilities, or for future events scheduled for the Facilities.

6. **Accounting.** The Commission shall account, on a yearly basis, to the City for all revenue received, including donations and grants, and expenses incurred in connection with the performance of this Agreement.

7. **Encumbrances and Liens.** The Commission shall not allow any encumbrance or lien to be created against the Facilities or allow any encumbrance or lien to be created against this Agreement or any money collected or paid under this Agreement.

8. **Taxes, Fees, and Assessments.** City is not conveying any interest in the Facilities to the Commission and intends that the Facilities remain exempt from ad valorem property taxes. It is understood that if for any reason the Facilities, which are not presently subject to taxation, should hereinafter become subject to taxation, then the amount or amounts of such taxes attributable to the Facilities shall be paid by the Commission either directly, if the same are assessed to the Commission, or indirectly to City upon the Commission being billed therefore. The Commission shall pay all taxes, fees or assessments of any kind levied against equipment, appliances or other personal property located on or used in conjunction with the use of the Facilities.

9. **Insurance.** At all times during the term of this Agreement, at the sole expense of the Commission, Commission 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 Agreement. The certificates shall specify and document all insurance-related provisions within this Agreement. 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 Agreement, City shall have the right to require Commission to increase the Commission'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 Agreement shall be cause for immediate termination of the Agreement by the City, but termination shall not relieve Commission of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Agreement following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Agreement. The policies shall also name the City as an additional insured, protecting City from any and all claims, losses, actions or omissions of Commission

or as a result of the joint concurring or contributory act, omission or negligence of Commission and City arising with or related to activities specified under the Agreement; and have loss payable clauses in favor of and reasonably satisfactory to City.

9.1 **Commercial General Liability.** Throughout the term of this Agreement, Commission shall maintain continuously in effect a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$2 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 Commission's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Agreement, failure to do so shall be cause for immediate termination of this Agreement by City. Any additional insured requirements included in this Agreement shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

9.2 **Workers Compensation Insurance.** At all times during the term of the Agreement, and at the sole expense of the Commission and Subcontractors, the Commission and all Subcontractors shall comply with ORS 656.017, which requires them to provide Workers Compensation coverage for all their subject workers.

10. **Cooperation.** The Commission agrees to work effectively and cooperatively with the City, school districts, organizations and the public for the use of the Facilities.

11. **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 Agreement. 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.

12. **Compliance with Law and Standard Contract Provisions.** Commission 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", which by this reference is incorporated herein.

13. **Non-Discrimination.** The Commission, in its use of the Facilities, shall not discriminate against any person or class of persons by reasons of race, color, national origin, sex, age, ancestry, creed, or any other grounds prohibited by law. In addition, the Commission shall comply with all the requirements of the American with Disabilities Act (ADA) and regulations promulgated thereunder. Lessee hereby recognizes City's right to take such action as the federal government may direct in order to enforce the provisions of this paragraph.

14. **City's Obligations.**

14.1 **Assignment of Advertising Contract.** City hereby assigns to the Commission all of its rights and interests in contracts for advertising on the outfield fences at the Facilities;

14.2 Irrigation and Sprinkler System. Within budgetary restrains, City shall provide Commission with adequate irrigation water to facilitate proper maintenance of the baseball field and landscaping. City shall confer with Commission before altering the irrigating schedule for the Facilities. The City's obligation to provide irrigation water for the Facilities shall be limited by City's authority to take water from the South Umpqua River and the City's determination of how such water may be allocated to uses within Stewart Park. Upon City's request, the Commission shall pay City for the reasonable cost of providing irrigation water to the Facilities.

14.3 Parking Lots. The City shall sweep the improved parking lots within and around the Facilities on an as needed basis.

15. Donations. All donations for the Facilities and for any other improvements to the Facilities received by City shall be deposited in its Trust Account.

16. Earle B. Stewart Trust Income.

16.1 Income. Each year City receives from United States National Bank of Oregon, Trustee of the Earle B. Stewart Trust, an estimate of the Trust Income that will be available to City to budget and expend for Stewart Park improvements. Based upon that estimate, the City proposes to the Trustee the projects within Stewart Park to be constructed using the Trust Income. On the projects within Stewart Park to be constructed using the one-third of the Trust Income placed in the City's Trust Account as provided in paragraph 16.2 below, City will request Commission's recommendations before making a proposal to the Trustee. With the Trustee's approval, the City will appropriate the Trust Income, construct the approved projects and render such accounting to the Trustee as requested by the Trustee.

16.2 Allocation of Income. City and Commission shall adequately determine how the Trust Income will be used for improvements to Stewart Park and to the Facilities. The parties agree that one-third of the Trust Income will be used for projects within the Facilities and will be deposited in the City's Trust Account and be expended as provided in Section 16.3 of this Agreement. The remaining two-thirds of the Trust Income will be used within Stewart Park on projects designated by City. Nothing in the section requires the Trust Income to be spent in the year received except as may be required by the Earle B. Stewart Trust Agreement.

16.3 Approval of Expenditures. During the term of this Agreement and within the limits of funds available in the Commission's reserve accounts or City's Trust Account, the Commission shall periodically propose to City projects to be undertaken using such funds. The list shall identify the estimated cost of the project, describe its benefits and the priority for each project and the proposed time for the expenditure. After considering the Commission's list, City shall make the necessary appropriations from the Trust Account in compliance with the Oregon Local Budget Law and City's public contracting regulations.

16.4 Compliance with Trust. The parties agree that all Trust Income will be spent in compliance with the Trust requirements and that they will cooperate in providing the Trustee with any information requested by either of them or by the Trustee.

17. Commission Debt. Except as provided in this Agreement, City shall have no obligation to pay off any outstanding encumbrance or debts of the Commission.

18. **Access.** Nothing in this Agreement shall be interpreted to limit City's right to enter, inspect or perform work on all of the structures and grounds identified in this Agreement for any purpose. City shall not unreasonably impair the Commission's ability to perform this Agreement when acting under this Paragraph.

19. **Inspection of Books.** Subject to the limitations of the public records law, upon reasonable notice each party shall have the right to inspect and copy the records of the other as they relate to the performance of this Agreement.

20. **Termination of Agreement.**

20.1 **Termination for Default.** A default shall occur if the Commission fails to make any payment or to perform any obligation required of the Commission by this Agreement. If a default occurs, and if said default should continue without correction for ten days after the giving of a written notice by City to the Commission, City may elect to terminate this Agreement immediately and pursue any equitable or legal right and remedies under Oregon law, and/or remove all persons and property claiming permission to use the Facilities by permission of the Commission. If any of the Facilities are subject to an unpaid indebtedness to which City has consented, the party giving the termination notice shall satisfy such indebtedness before giving the termination notice or make arrangement with the creditor to release the Facility and other party from the indebtedness. By this Paragraph City has not agreed to make any payment on indebtedness incurred by the Commission.

20.2 **Other Termination.** Regardless of Paragraph 20.1, either party may terminate this Agreement:

20.2.1 Without cause upon 60 (sixty) days prior written notice to the other. Such notice may only be given during the period September 1 through December 31 of each year this Agreement is in effect;

20.2.2 Upon 60 days prior written notice to the other if the Facilities become subject to ad valorem taxes.

21. **Alterations and Improvements.** The Commission expressly represents that it has made a reasonable inspection of the Facilities and all fixtures therein and finds them reasonably safe for the purposes to which the Commission intends that they be put. The Commission acknowledges that the Facilities are made available to the Commission as is. Alterations or improvements to the Facilities desired by the Commission subsequent to the commencement of the term of this Agreement shall be at the sole cost and expense of the Commission unless otherwise agreed to by City. The Commission shall submit to City for its prior approval, plans and specifications for any alterations or improvements to the Facilities. City retains the right, in its sole discretion, to approve, modify, or reject any alterations or improvements for any reason whatsoever. All such alterations or improvements shall, unless otherwise mutually agreed in writing by the parties, be the property of City. The Commission shall repair any damage to the Facilities resulting from the removal of any such alterations or improvements and shall restore the Facilities to original condition, except for reasonable wear and tear and for damage caused by unavoidable casualty.

22. **Notice.** Any notice required to be given by one party to the other in this Agreement, or required by law, shall be in writing and may be delivered personally or by mail through the United

States mail, registered to the other party at the address below. Each party shall notify the other immediately of any change of address.

City of Roseburg
City Manager, Eric Swanson
900 SE Douglas Ave
Roseburg, OR 97470

Roseburg American Legion Baseball Commission
ATTN: Tom Donegan, President
PO Box 1294
Roseburg, OR 97470

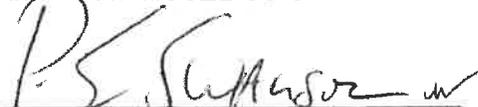
23. **Scope of Agreement and Modifications.** There are no other understandings, promises or agreements, oral or in writing, other than those contained herein. No modification of this Agreement shall be valid unless in writing and signed by the parties.

24. **Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Agreement, performance of this Agreement or failure to perform this Agreement, 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.

25. **Assignment.** Except as herein provided, this Agreement may not be assigned, nor may a right of use of any portion of the Facilities be conferred on any person voluntarily or involuntarily by any other means without the prior written consent of City. This provision shall apply, without limitation, to all transfers by operation of law and all transfers to and by trustees, including trustees in bankruptcy, receivers, guardians and personal representatives of decedents' estates. An assignment, transfer or other matter or transaction in violation of this Paragraph shall be void and shall constitute a default by the Commission and a breach of this Agreement. Consent by City to one assignment or transfer shall not destroy or waive this provision; all later assignments or transfers shall likewise require City's prior written consent. Any third party user or assignee shall become liable directly to City for all obligations of the Commission hereunder, without relieving the Commission's liability therefore.

26. **Independent Contractor.** The Commission acknowledges that it is an independent contractor and shall not be deemed an agent or employee of City for any reason whatsoever in fulfilling the terms of this Agreement. The Commission shall enter into any contracts, agreements, or arrangements it deems necessary to fulfill the terms of this Agreement solely in its own name. The Commission shall not in any way attempt to obligate City as principal, debtor or guarantor in any such agreements nor represent City to be principal or employer of any agent or employee so contracted for by the Commission.

CITY OF ROSEBURG


P. Eric Swanson, City Manager
Date: 9-7-09

**ROSEBURG AMERICAN LEGION BASEBALL
COMMISSION, UMPQUA POST #16**


Tom Donegan, President
Date: 9-1-09

ATTEST:


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.

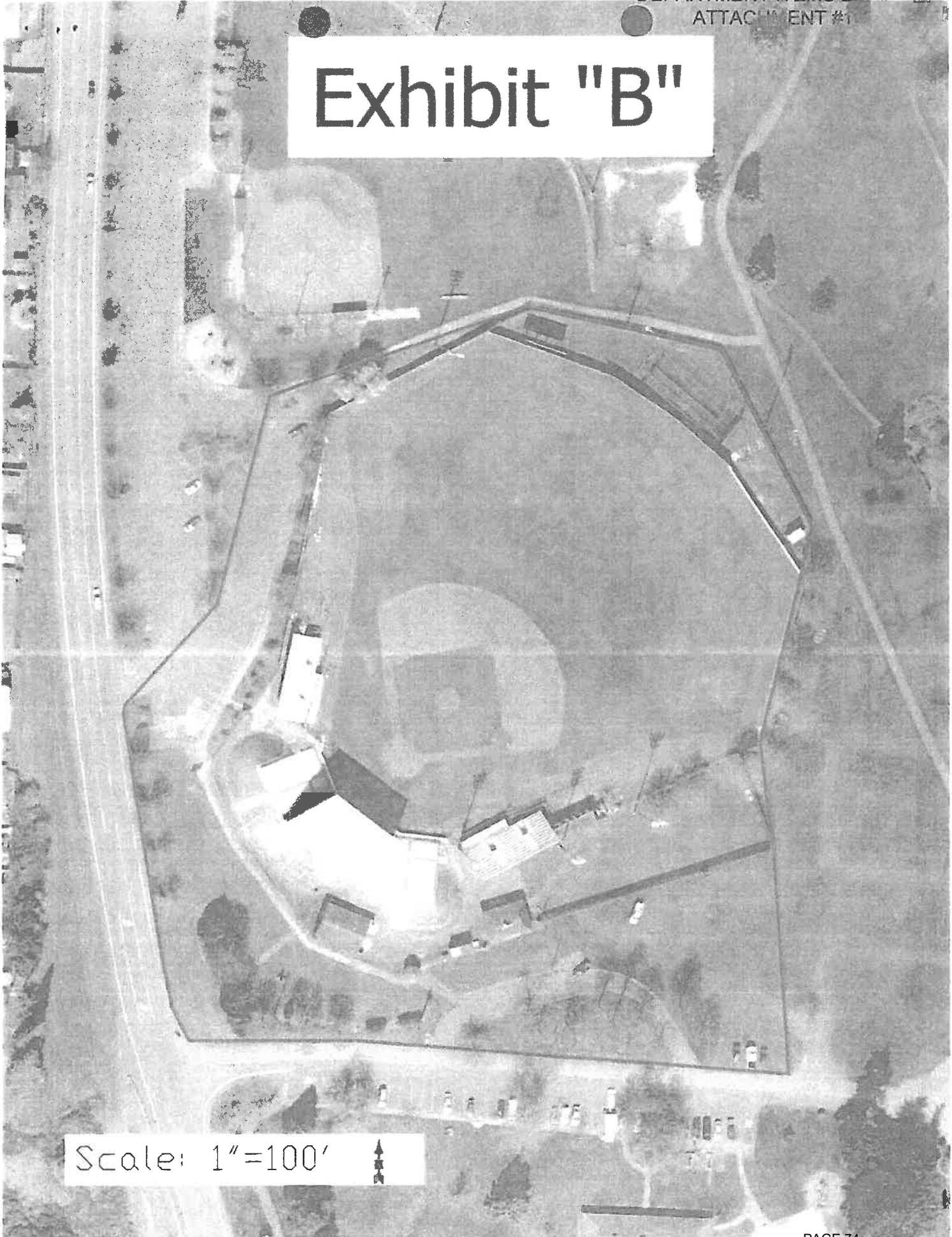
7.3 The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the

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"



Scale: 1"=100' 

AMENDMENT TO LEGION FIELD MANAGEMENT AND OPERATION AGREEMENT

BETWEEN: City of Roseburg, an Oregon Municipal Corporation (CITY)

AND: Roseburg American Legion Baseball Commission
a Non-Profit Organization (COMMISSION)

EFFECTIVE DATE: June 1, 2014

RECITALS

A. WHEREAS, COMMISSION entered into a Legion Field Management and Operation Agreement (AGREEMENT) dated September 7, 2009 with the CITY to provide management and operation of the American Legion Baseball facility; and

B. WHEREAS, CITY and COMMISSION desire to extend this agreement in compliance with Roseburg Municipal Code Section 3.06.025;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Paragraph 1.1 of the AGREEMENT shall be amended to provide for a termination date of June 1, 2019.

SECTION 2. The CITY and the COMMISSION hereby affirm that all other terms and conditions of the AGREEMENT shall remain in full force and effect as written.

CITY OF ROSEBURG

**ROSEBURG AMERICAN LEGION
BASEBALL COMMISSION,
UMPQUA POST #16**



C. Lance Colley, City Manager
Dated: 3/17/14

Tom Donegan, President
Dated: 3-14-14

ATTEST:


Sheila R. Cox, City Recorder

**SECOND AMENDMENT TO LEGION FIELD MANAGEMENT AND OPERATION
AGREEMENT**

BETWEEN: City of Roseburg, an Oregon Municipal Corporation (CITY)
AND: Roseburg American Legion Baseball Commission
a Non-Profit Organization (COMMISSION)
EFFECTIVE DATE: June 1, 2017

RECITALS

- A. WHEREAS,** COMMISSION entered into a Legion Field Management and Operation Agreement (AGREEMENT) dated September 7, 2009 with the CITY to provide management and operation of the American Legion Baseball facility; and
- B. WHEREAS,** CITY and COMMISSION desire to extend this agreement in compliance with Roseburg Municipal Code Section 3.06.025;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Paragraph 1.1 of the AGREEMENT shall be amended to provide for a termination date of June 1, 2022.

SECTION 2. Paragraph 1.2 of the AGREEMENT shall be replaced with the following:

1.2 Renewal Options. If not in default of this Agreement, the Commission shall have the option of renewing this Agreement for an additional five year period after the expiration of the initial term (the First Renewal Term). The Commission shall also have options to renew this Agreement for additional five year periods after the expiration of the First Renewal Term or renewals thereof, provided it is not in default of this Agreement, up to a total maximum term of 20 (twenty) years.

SECTION 3. Paragraph 9.1 of the AGREEMENT shall be amended to provide 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.

SECTION 4. The CITY and the COMMISSION hereby affirm that all other terms and conditions of the AGREEMENT shall remain in full force and effect as written.

RESOLUTION NO. 2010 - 16

**A RESOLUTION ENACTING THE CITY OF ROSEBURG PARK MEMORIAL AND NAMING
POLICY**

WHEREAS, the City of Roseburg periodically receives requests for installation of memorials within parks; and

WHEREAS, the City of Roseburg periodically receives requests to name and/or rename existing City parks or specific sections therein; and

WHEREAS, the City of Roseburg Parks & Recreation Commission developed a policy outlining requirements for installing memorials and/or naming or renaming City parks or sections therein; and

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Roseburg, Oregon, that the "City of Roseburg Park Memorial and Naming Policy" attached hereto as "Exhibit A" is hereby adopted and is effective immediately upon adoption.

**APPROVED BY THE COUNCIL OF THE CITY OF ROSEBURG, OREGON, AT ITS
REGULAR MEETING ON THE 22ND DAY OF NOVEMBER 2010.**



Debi Davidson, Acting City Recorder

Exhibit "A"
City of Roseburg Park Memorial & Naming Policy

Definitions

- 1) "City Property" means a parcel of land or improvement owned and / or controlled by the City of Roseburg.
- 2) "Park" means a parcel of land owned and/or controlled by the City of Roseburg for park and recreation purposes, or as an area of City beautification.
- 3) "Facility" means a building or structure located on a City property, including but not limited to libraries, office buildings, utility buildings, recreation centers, community centers, plazas, pathways, sports fields or structures used for specific sports such as tennis courts, basketball courts and skateparks.
- 4) "Amenity" means a smaller support structure located within a larger City park facility, such as benches, picnic tables, conference rooms, playgrounds, drinking fountains, decorative or water play fountains, gardens, gazebos or vegetation.
- 5) "Memorial" means a facility or amenity placed within a City park facility or on City park property in remembrance of a particular person or event. For the purposes of this policy, "memorials" also include features designated for purposes such as celebrations, or other special recognition. Memorials are divided into two categories:
 - a. "Minor Memorial" means an amenity or facility proposed for use as a memorial with a value of less than \$5,000.
 - b. "Major Memorial" means an amenity or facility proposed for use as a memorial with a value of more than \$5,000.

The value of a memorial will be determined based on the costs attributable to the project.

- 6) "Resident" means a person residing or owning land within the Roseburg city limits, or a business located within the Roseburg city limits.
- 7) "Plaque" means a marker used to identify an amenity or facility as a memorial.

Process; Exemption

- 1) All requests to place memorials on City property shall be submitted in writing to the Public Works Director. Major memorial requests may be made no sooner than two years after an event, activity or occurrence that has generated the desire to create a memorial.

2) Requests shall be evaluated as follows:

- a. Minor Memorials. The Public Works Director shall decide whether to approve or deny any minor memorial request in consultation with other City staff or individuals, as necessary.
- b. Major Memorials. Staff shall make a recommendation to the City of Roseburg Parks Commission, who shall review all major memorial requests. The Parks Commission will forward a recommendation to the City Council for approval, or issue a denial, which can be appealed to the City Manager.

3) The criteria to be used to evaluate a minor or major memorial request shall include, but not be limited to, the following:

- a. Whether the request for memorial includes the direct cost of the amenity or facility including design, purchase of the amenity or facility, installation, and whether any special maintenance requirements are being borne by the requesting party. Staff time to coordinate the memorial and minor levels of effort to assist with design and installation may be borne by the City.
- b. Whether the memorial will interfere with the existing or planned design, function or intended user experience of the area in which it is to be located.
- c. Whether the placement of the memorial will create a condition in which a significant number of amenities or facilities within a City facility or park are used for memorial purposes. The intent is to assure that placement of memorials will not detract from the overall design, intended experience, vision or appeal of any park facility or property.
- d. Whether the placement of the memorial is proposed to replace a facility or amenity currently serving as a memorial for another purpose. Only under extremely rare and unusual circumstances shall existing memorials be replaced by another memorial.
- e. Whether the design of the memorial makes use of equipment, structures, vegetation, or features that are of similar quality and design to existing or planned standards for amenities or facilities within the City.
- f. Whether any identifying plaque associated with the memorial is constructed of heavy duty, high quality material, and no more than 5"x7" in size.
- g. Whether the placement of the memorial will create an increased maintenance or long-term replacement burden.
- h. Whether the installation or construction of the memorial will be completed or overseen by trained individuals in consultation with City staff, in accordance with all applicable master plans, codes, rules and regulations at the local, state and federal level.
- i. Whether the requesting party agrees and understands that all memorials become the property of the City, and the City shall not be required to replace any memorial or portion of a memorial that is vandalized, damaged or stolen. The requesting party must also agree that the memorial may be removed, at the City's sole discretion, if the Public Works Director finds the removal to be in the public's best interest.

Naming of City Park Properties, Amenities or Facilities

- 1) Consideration of the following in naming City park properties, amenities or facilities is strongly encouraged:
 - a. Historical significance;
 - b. Geographical identifiers; and
 - c. Natural characteristics, including flora and fauna that are characteristic of the Roseburg area.
- 2) All requests to name or re-name a City park property, amenity or facility shall be made in writing to the Public Works Director. Such requests may be made no sooner than two years after an event, activity or occurrence that has generated the desire to name a City property, park, amenity or facility.
- 3) Requests to name or re-name a City park property, amenity or facility shall be evaluated by the Parks Commission along with a staff recommendation. The Parks Commission shall make a recommendation to the City Council for approval of the name. A denial by the Parks Commission may be appealed to the City Manager.
- 4) Generally, the naming of a City park property, amenity or facility shall occur before or during development, and be the product of a public participation process.
- 5) For purposes of evaluation and recommendation, the naming of a City park property, amenity or facility shall be divided into two categories:
 - a. Service and Non-monetary Contribution. A City park property, amenity or facility may be named to honor a person, living or deceased, in recognition of that person's extraordinary volunteerism, employment, leadership or similar service or non-monetary contributions to the mission and purpose of parks and recreation in the City of Roseburg. The applicant should submit a letter providing a summary and examples of the significant contributions to the mission and purpose of parks and recreation in Roseburg, with supporting documentation such as newspaper clippings, letters of support, or other relevant information.
 - b. Financial Contributions. The Parks Commission may consider naming a City park property, amenity or facility for a resident, organization or a business that has given or offered to give an appropriate and significant financial contribution to acquire, construct or otherwise enhance a park and recreation facility. A significant contribution means a donation of at least 51% (or \$300,000, whichever is greater) of the cost of the acquisition, construction or improvement of the City property, park, amenity or facility requested for naming. The Parks Commission may consider a time limitation on naming of a park property, amenity or facility by a business.
- 6) Renaming of City Park Properties, Facilities or Amenities. The City of Roseburg intends that the name on a facility be the permanent designation. Only under extreme or extraordinary circumstances shall facilities be renamed, unless the duration of naming was identified by prior agreement.

- 7) An application to rename a facility shall comply with and be evaluated in accordance with the procedures set out in the previous 'Process; Exemption' section.

Deviations from Policy

The Public Works Director may allow minor deviations from this policy if he/she finds that such deviation will further the goals and intent of this policy and will help further the mission of parks and recreation in the Roseburg community.

RESOLUTION NO. 2013-16

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 2011-1 REGARDING
THE CITY OF ROSEBURG PARK POLICY FOR SIGNAGE/BANNERS AT YOUTH SPORTS
FIELDS**

WHEREAS, A policy for signage/banners at softball and baseball fields within the City of Roseburg's park system was approved by the City Council through the adoption of Resolution 2011-1 on February 15, 2011; and

WHEREAS, it has been determined to be most advantageous to incorporate soccer fields into the policy; and

WHEREAS, the City of Roseburg periodically receives requests for installation of signage and/or banners at park softball, baseball, and soccer fields; and

WHEREAS, the City of Roseburg supports youth recreation organizations in their effort to provide affordable access to all; and

WHEREAS, the City of Roseburg Parks & Recreation Commission developed a policy outlining requirements for permitting signage / banners at softball, baseball, and soccer fields in City parks or sections therein; and

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Roseburg City Council as follows:

Section 1: Resolution No. 2011-1 as adopted on February 15, 2011, is hereby repealed.

Section 2: The City of Roseburg Park Policy for Signage / Banners at Youth Sports Fields, attached hereto as Exhibit "A", is hereby adopted and is effective immediately upon adoption.

**APPROVED BY THE COUNCIL OF THE CITY OF ROSEBURG, OREGON, AT ITS
REGULAR MEETING ON THE 28TH DAY OF OCTOBER 2013.**

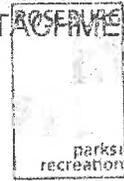

Sheila R. Cox, City Recorder

RESOLUTION NO. 2013-16



CITY OF ROSEBURG
PARKS AND RECREATION

DEPARTMENT ITEMS E
ATTACHMENT #1



POLICY FOR SIGNAGE / BANNERS AT YOUTH SPORTS FIELDS

1. **Applicability.** Only organized youth sports programs may apply for a permit to install banners at the facility for which they have a use permit issued by the City. This policy does not apply to the American Legion facility in Stewart Park.
2. **Permit Required.** Banners may be placed on public youth baseball fields, softball fields, and soccer fields after obtaining the necessary permit from the Parks & Recreation Division.
3. **Advertising Revenue.** The Permittee shall pay 25% of advertising profit received to City, and retain 75% for their organization's youth program. Organizations shall prepare an accounting of all advertising revenue and expenses, and submit the accounting report and funds owed to the City within five days of the completion of their permitted season or event.
4. **Standards.** Banners displayed in public parks should not be located where they could potentially create a negative visual impact. They should neither distract nor interfere with the overall park experience for the general public. Banners must be confined and oriented to the area of use by the organization (Permittee). Banners are not allowed to be displayed at school fields. Additional requirements include:
 - a. **Acceptable Banner Location:**
 - Softball/Baseball Fields:* Banners shall only be displayed on outfield fences and shall only face the field's interior.
 - Soccer Fields:* Banners shall only be displayed on sides of the soccer goals and shall only face the park's interior. Banners shall not be allowed on fields that are used for high school games.
 - b. **Banner Composition:** Banner copy and/or logos shall be limited to one side of the banner. Messages and graphics must be professional. No inappropriate language or messages may be displayed.
 - c. **Maximum Size:**
 - Softball/Baseball Fields:* Individual banners shall not exceed 30 square feet in size; and banners shall not reach above or below the outfield fence.
 - Soccer Fields:* Individual banners shall not exceed 20 square feet in size; and banners shall not reach above or below the soccer goals.

- d. **Maintenance Required:** The Permittee shall maintain all banners in good condition, and shall remove or replace any banner that is torn, faded, dirty or defaced, including by graffiti.
- e. **Installation Period:** Banners may be displayed only during the approved dates of use indicated on the field use permit.
- f. **Installation:** The banner's surface must be tautly and securely fastened to the outfield fence and/or the soccer goals by a minimum of four contact points with zip ties.
- g. **Banner Removal:** Permittee shall remove all banners by the final day of the field use permit. All banners that are not removed by Permittee by the required removal date shall constitute a public nuisance subject to removal by the City per Municipal Code 7.06.070.
- h. **Damages:** Damage to public property, fences, etc., caused by banner installation, display or removal is the sole responsibility of the Permittee. Any and all damage resulting from banner placement or removal shall be repaired immediately by Permittee. If damage is not repaired by Permittee, City may make repairs and bill Permittee per Roseburg Municipal Code.

The City of Roseburg reserves the right to make additional stipulations (not mentioned in the sign/banner policy), if in the best interest of the City.

CJC
9/17/18

INFORMATIONAL A
9/24/2018

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



ACTIVITY REPORT

Meeting Date: September 24, 2018
Department: City Manager
www.cityofroseburg.org

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

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 September 24, 2018, meeting, I provide the following items:

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



Agenda
Department Head Meeting
Public Works Maintenance Shop Meeting Room – Fulton Street
September 11, 2018 - 10:00 a.m.

1. Review September 10, 2018 City Council Meeting Synopsis
2. Review September 24, 2018 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents/Grants Signing
5. Department Items
 - a. Big Rocks Discussion (LC)
 - b. Grant Check List (AS)
 - c. Vehicle Tracker Spreadsheet (RH)



Agenda
Department Head Meeting
City Hall Conference Room
September 17, 2018 - 10:00 a.m.

1. Introduction/Welcome – RARE AmeriCorps Participant Adrienne Groves
2. Review September 24, 2018 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents/Grants Signing
 - Facilities Use Permit – O'Toole's Pub – 9/29/18 Court Street Lot
 - Airport Improvement Program Project 3-41-0054-025-2018 Grant Agreement
5. Department Items

TENTATIVE FUTURE COUNCIL AGENDA

Unscheduled

- Airport Fees for Fire Agency Services
- Business Registration Background Checks Discussion
- RMC 5.04 Amendment - Water Rules and Regulations
- Umpqua Basin Urban Services Agreement
- Special Work Study – Visitor’s Center Contract/Tourism Promotion

October 8, 2018

Consent Agenda

- A. Minutes of September 24, 2018

Resolutions

- A. Resolution No. 2018-22 - Authorizing Eminent Domain

Informational

- A. Activity Report

October 22, 2018

Consent Agenda

- A. Minutes of October 8, 2018
- B. Cancel December 24, 2018 Meeting

Department Items

- A. Downtown Roseburg Association Annual Report

Informational

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

November 26, 2018

Consent Agenda

- A. Minutes of October 22, 2018

Informational

- A. Activity Report

Executive Session

- A. Municipal Judge Evaluation

December 10, 2018

Consent Agenda

- A. Minutes of November 26, 2018

Informational

- A. Activity Report

Executive Session

- A. City Manager Annual Performance Evaluation

January 14, 2019

Mayor Reports

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

Council Reports

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

Consent Agenda

- A. Minutes of December 10, 2018

Informational

- A. Activity Report

January 28, 2019

Consent Agenda

- A. Minutes of January 14, 2019

Department Items

- A. The Partnership Annual Report
- B. Municipal Court Quarterly Reports

Informational

- A. Activity Report
- B. Distribution of CAFR and PAFR

February 11, 2019

Special Presentation

- A. CAFR Review – Auditor Jeff Cooley
- B. Quarterly Report – Quarter Ended December 31, 2018
- C. 2019-2020 Budget Calendar

Consent Agenda

- A. Minutes of January 28, 2019

Informational

- A. Activity Report

Executive Session

- A. City Manager Quarterly Evaluation

February 25, 2019

Consent Agenda

- A. Minutes of February 11, 2019

Informational

- A. Activity Report

March 11, 2019

Consent Agenda

- A. Minutes of February 25, 2019

Informational

- A. Activity Report

March 25, 2019

Mayor Report

- A. Child Abuse Prevention Month Proclamation

Consent Agenda

- A. Minutes of March 11, 2019

Informational

- A. Activity Report

April 8, 2019

Mayor Report

- A. Volunteer Recognition Month Proclamation
- B. Arbor Day Proclamation

Consent Agenda

- A. Minutes of March 25, 2019
- B. Cancel May 27, 2019 Meeting
- C. 2019 OLCC License Renewal Endorsement

Informational

- A. Activity Report

April 22, 2019

Consent Agenda

- A. Minutes of April 8, 2019

Informational

- A. Activity Report
- B. Finance and Municipal Court Quarterly Reports

May 13, 2019

Consent Agenda

- A. Minutes of April 22, 2019
- B. Annual Fee Adjustments
 - Resolution No. 2019-__ - General Fees
 - Resolution No. 2019-__ - Water Related Fees

Informational

- A. Activity Report

June 10, 2019

Mayor Reports

- A. Camp Millennium Week Proclamation

Consent Agenda

- A. Minutes of May 13, 2019

Public Hearing

- A. 2019-2020 Budget Adoption – Resolution No. 2019- ____

Informational

- A. Activity Report

June 24, 2018

Consent Agenda

- A. Minutes of June 10, 2019

Informational

- A. Activity Report

July 8, 2019

Consent Agenda

- A. Minutes of June 24, 2019

Informational

- A. Activity Report

July 22, 2019

Consent Agenda

- A. Minutes of July 8, 2019

Department Items

- A. Municipal Court Update
- Informational
- A. Activity Report
- B. Financial Quarterly Report

August 12, 2019

- Consent Agenda
- A. Minutes of July 22, 2019

- Informational
- A. Activity Report

- Executive Session
- A. City Manager Quarterly Evaluation

August 26, 2019

- Consent Agenda
- A. Minutes of August 12, 2019

- Informational
- A. Activity Report

September 9, 2019

- Consent Agenda
- A. Minutes of August 26, 2019

- Informational
- B. Activity Report

September 23, 2019

- Council Reports
- A. Implementation of Annual City Manager Performance Evaluation

- Consent Agenda
- A. Minutes of September 9, 2019

- Informational
- C. Activity Report

Friday September 7, 2018

Good Friday afternoon everyone! Two more weeks until fall starts, and it seems like the morning temperatures are cooling off a little in advance. We may even get a few sprinkles in the next week. How refreshing would that be? We are looking forward to your Council meeting Monday evening which includes a number of first and second readings of ordinances and a resolution to update Parks Rules that was recently recommended by the Parks Commission.



I have been updating you all on projects each Friday, but Nikki has provided a very comprehensive project update in the agenda packet for the Public Works Commission meeting next week, so instead of writing it all down twice, please take a look at the project update memo in that packet. It should be posted today as well. I will provide a little more detail on the library as construction is progressing very nicely, and Kris is working on policies that will be reviewed by the Library Commission and then adopted either by administration or the Council, depending on the type of policy and level of authority required. We also anticipate hearing next week from the State Library as to our public library status. Stay tuned!

Staff is continuing to work with ODOT to make additional modifications to the traffic signal at Stewart Parkway and Harvey in response to the evaluation that was done around pedestrian safety last week. Some minor changes were made immediately but some additional work required new signal heads to be installed for the left turn movement. ODOT staff has begun rewiring the signal and the replacement head should be installed and operational by the middle of next week. We appreciate the responsiveness of the professional consultants that we worked with as well as the ODOT signal staff.

I met with Carisa Hettich, Executive Director of the local chapter of the American Red Cross in regards to a number of activities they have coming up as well as the recently co-sponsored blood drive that occurred throughout the region this week. One item of particular interest is the October 23rd presentation "prepare out loud" that will take place at the Rose Theater on the campus of Roseburg High School (flyer attached). The program is a repeat of a presentation made a little over a year ago about implications of a Cascadia Earthquake disaster and how each of us might prepare for that type of significant event.

It appears that we made it through the first week back for students in Roseburg so we really are one week closer to the end of summer. The Splash Pad is now closed for the winter and will open again next spring on Memorial Day weekend. While the maintenance requirements were a little higher than we anticipated, the Splash Pad received an incredible amount of use over the summer months and was clearly an amenity that the children in and around our community appreciated. Thanks again to the all of those who worked on the project and who helped us raise money for the project.



The Fire Department will be flushing hydrants on October 1, 2018 to December 31, 2018. Following is the news release:

The Roseburg Fire Department will be flushing fire hydrants from October 1, 2018 through December 31, 2018. Hydrant flushing will be conducted from 8:00 a.m. to 5:00 p.m., seven days a week.

The Fire Department realizes that hydrant flushing may cause some inconvenience, however, the flushing program is necessary to ensure the proper functioning and delivery of adequate water from the water mains when needed for fire control. The community's cooperation with this hydrant-flushing program is appreciated.

During the flushing process, customers may experience low water pressure or discolored water. While the water is safe to drink, customers may prefer to wait until it runs clear before drinking or washing clothes and dishes.



Have a great weekend everyone! See you all Monday evening.



American Red Cross
Cascades Region



Learn the facts. Take action. Talk about it.

Together we can rise to the challenge
of a Cascadia Earthquake.

The American Red Cross Prepare Out Loud presentation will empower you to be ready for disasters of all kinds (including a Cascadia earthquake) by taking practical steps to start preparing, being vocal about your preparedness and encouraging others to start preparing.

Learn more about:

- The science and history of the Cascadia Subduction Zone
- Human behavior during disasters
- What to expect during and after a Cascadia earthquake
- How to prepare to quickly locate your loved ones following a disaster
- How much food, water, and supplies you will need to take care of yourself and others

Free to attend

WHEN: TUESDAY · OCT. 23, 2018
6:00 – 7:30 PM

WHERE: Roseburg High School
Rose Theatre
400 W HARVARD AVE
ROSEBURG, OR 97470

Register at:

**redcross.org/
POLRoseburg**

Friday September 14, 2018

Good Friday afternoon everyone. I just returned from a SWACT meeting in Coquille so this will be brief today. The Commission reviewed a number of ODOT projects completed in our region and reviewed the first “cut” list of projects for some of the 2021-24 STIP Fix-it list. The Fix-it list is one of many funding buckets that ODOT prioritizes within its planning, and as you can see, there are not many “Roseburg” projects on that list. Staff will be applying for a Safe Routes to School project if Council authorizes it during your next meeting; Nikki is working with ODOT on a couple other All Roads Transportation Safety (ARTS) projects. Additionally, we are currently working with ODOT on our Transportation System Plan, the Pine Alley TGM study and the Interstate 5 bottleneck study. Other 2021-24 STIP lists will be going before the SWACT over the next six months or so. You can find updates to our projects in the last Public Works Commission agenda at http://www.cityofroseburg.org/files/5115/3635/7792/9-13-18_PW.pdf.

This week's LOC Bulletin includes some information on a new reporting requirement for cities with a population of over 10,000 relating to “rent burden” and severely rent burdened individuals and families in a community. The information and requirements were included in HB 2004 from the last legislative session and will require staff to develop some reporting tools to comply with the bill. Staff met this week and will be attending a webinar in the near future to learn more about the requirements and where the information can be found. Roseburg is a severely rent burdened community with well over 25% of our constituents falling into that category. HB 2004 also provided some funding for cities and we recently took advantage of the state resources to begin our housing needs analysis and buildable lands inventory. The text of HB 2004 can be found at <https://olis.leg.state.or.us/liz/2018R1/Downloads/MeasureDocument/HB4006/B-Engrossed>. It appears that the information required by this bill will help inform many of the processes outlined in the Governor's housing plan that I sent our earlier in the week.



Kris Wiley received word this week from the State Library office that we are now official! The Roseburg Public Library was acknowledged earlier in the week and we now qualify for State of Oregon funding and programs as well as consortium pricing for collection materials and programming. Kris is taking a number of policies to the Library Commission next week, many of which will then be forwarded to City Council for your ultimate approval. We would like to welcome Resource Assistance for Rural Environments (RARE) AmeriCorps participant Adrienne Groves, who will coordinate outreach services at the Roseburg Public Library. Adrienne obtained a Bachelor of Arts in Environmental Studies with a concentration in Biology from Whitman College. Adrienne has experience as an Ecological Field Assistant and Editor-in-Chief for the Blue Moon Literary Arts Magazine. Adrienne's strong analysis skills and experience will be a great help at the Library. Next week our part-time Volunteer Coordinator, Liz Hendershott will join the Library team as well. We will provide you with a brief update on that next week.

It appears the fall weather has arrived a week early. Enjoy your weekend everyone.