

**6:00 p.m. – Urban Renewal Agency Board Meeting (Immediately Prior)**

**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. William A. Bowes Service Award Recipient Public Works Director Nikki Messenger
  - B. Transportation Project of the Year Award for Stewart Parkway Transportation Project
  - C. City Councilor Retirement Recognition
5. **Commission Reports/Council Ward Reports**
6. **Audience Participation – See Information on the Reverse**
7. **Consent Agenda**
  - A. Minutes of Regular Meeting of October 22, 2018
8. **Public Hearing**
  - A. Equipment Purchase for Asphalt Patch Truck Box System, Resolution No. 2018-25
9. **Ordinances**
  - A. Ordinance No. 3514 - Land Use Development Regulations Text Amendments, File No. LUDO 18-002, Second Reading
  - B. Ordinance No. 3515 - Proposed Code Amendment Regarding Outdoor Burning, Second Reading
  - C. Ordinance No. 3516 - Telecommunication Franchise to Vonage Business, Inc., First and Second Reading
  - D. Ordinance No. 3517 – Proposed Code Amendment Regarding Enhanced Law Enforcement Areas, First Reading
10. **Resolutions**
  - A. Resolution No. 2018-26 - Roseburg Public Library Meeting Room Policy
  - B. Resolution No. 2018-27 - Roseburg Public Library Meeting Room Fees
11. **Department Items**
  - A. West Avenue Main Extension Engineering Contract Award Recommendation, Project No. 19WA04
  - B. Water Management and Conservation Plan Engineering Services Contract Award Recommendation, Project No. 19WA05
  - C. National Flood Insurance Program & Community Rating System Update
  - D. Updated Intergovernmental Agreement with Cow Creek Band of Umpqua Tribe of Indians
  - E. Vehicle for Hire Update
  - F. Business Registration Background Requirements
12. **Informational**
  - A. Activity Report
  - B. LOC Elected Essentials Workshops Flyer
13. **Items from Mayor, City Council**
14. **Adjournment**
15. **Executive Session ORS 192.660(2)(i) – Municipal Judge Annual Performance Evaluation**

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

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

**AUDIENCE PARTICIPATION INFORMATION**

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

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

**TIME LIMITATIONS**

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

**CITIZEN PARTICIPATION – AGENDA ITEMS**

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

**CITIZEN PARTICIPATION – NON-AGENDA ITEMS**

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

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

1. Postpone the public comments to "Items From Mayor, Councilors or City Manager" after completion of the Council's business agenda, or
2. Schedule the matter for continued discussion at a future Council meeting.

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

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

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

**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL MEETING  
October 22, 2018**

Mayor Larry Rich called the regular meeting of the Roseburg City Council to order at 7:02 p.m. on October 22, 2018 in the City Hall Council Chambers, 900 SE Douglas Avenue, Roseburg, Oregon. Councilor Zielinski led the Pledge of Allegiance.

**ROLL CALL**

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

**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, Max Egener of the News Review and Kyle Bailey of KQEN.

**MAYOR REPORTS**

Mayor Rich welcomed News Review Reporter, Max Egener, to Roseburg. He thanked those who attended the Travel Oregon's "Oregon is Magic" mural unveiling event at the Roseburg Public Library on Saturday and congratulated Nikki Messenger on her recent APWA award which he will properly acknowledge at the next meeting.

**COMMISSION REPORTS/COUNCIL WARD REPORTS**

Councilor Ryan attended a MedCom meeting and shared Councilor Prawitz was elected as the new Chair. He had an Economic Development Commission meeting and discussed an item currently on the agenda. Councilor Prawitz had a Library Commission meeting with all current Library Staff present for introductions. The Friends group recently changed their name to the Friends of the Roseburg Library. He attended the mural unveiling and expressed excitement about the Library and how it would be coming back full throttle very soon.

Mayor Rich stated Mr. Bob Cotterell resigned from the Parks Commission since he was running unopposed for City Council. Councilor Eggers moved to accept Bob Cotterell's resignation from the Parks Commission, with regrets. Motion was seconded by Councilor Hicks and unanimously approved.

**AUDIENCE PARTICIPATION**

Ruth Smith, 1507 SE Pine Street, stated there was a SERVICE neighborhood watch meeting at Eagle Park. They decided to adopt the park to help keep it clean. She added that residents in the area were interested in adding a syringe drop box similar to the one at Micelli Park. The group monitors the box at Micelli Park and found it was vandalized and damaged. She suggested that if paint were provided, the group would be willing to paint over the graffiti. Mayor Rich suggested she check in with Administration regarding the request.

**CONSENT AGENDA**

Councilor Ryan moved to approve minutes of the regular meeting of October 10, 2018. Motion was seconded by Councilor Zielinski and unanimously approved.

SPECIAL PRESENTATION – DOWNTOWN ROSEBURG ASSOCIATION ANNUAL REPORT

Downtown Roseburg Association (DRA) President, Todd Boyd, thanked Council and City Staff for continued support of the downtown area. He felt community pride was a contributing factor that gave downtown a unique identity. He introduced Executive Director, Susie Johnston-Forte, who provided the Downtown Roseburg Association annual report.

Ms. Johnston-Forte explained that 2018 was a big transition year for both DRA and Park-Smart. She spent many hours reviewing documents to get the program in order. Although events and activities will continue, she had been spending time working on infrastructure development. Sheri Stuart, Oregon Main Street Director, visited Roseburg in August and while in the area, provided orientation for new staff and Board members. Ms. Johnston-Forte discussed the four pillar approach for the Main Street model that included promotions and events, economic vitality, design and organization. The next step is to review their sustainability plan and budget.

She reported the Park-Smart parking enforcement program was going well and she praised the operations manager for doing a great job. She said she could sense community pride for the downtown area among businesses and people visiting. She was able to attend a tour of six other communities and discovered that many issues experienced in Roseburg are not unique. In other cities, it was very evident that the communities visited all took pride in their downtown. In response to Councilor Hicks, Ms. Johnston-Forte confirmed they were looking for volunteers for committees and happy to have others help recruit.

Councilor Hicks wanted to know if there was a noticed increase or decrease in transient activity and if business owners were interested in collecting money to fund a security program. Ms. Johnston-Forte reported complaints were received daily regarding transient activity. There had been discussion for a security position, but she was still learning and reviewing information to determine if that would work for the downtown area. In further response to Councilor Hicks, Ms. Johnston-Forte stated there were three available storefronts currently on Jackson Street. She did not have a current number of vacancies on Main Street.

PUBLIC HEARING – LAND USE DEVELOPMENT REGULATIONS TEXT AMENDMENTS, FILE NO. LUDO-18-002, ORDINANCE NO. 3514, FIRST READING

Mayor Rich opened the public hearing at 7:22 p.m. regarding the Land Use Development Regulations Text Amendments for File No. LUDO-18-002. Mr. Cowie explained staff sought to amend the Roseburg Municipal Code to deregulate aspects of the land use permitting process relating to food trucks and revise the definition of Mini Retail Businesses (MRB's) to include temporary mobile vendors (Food Trucks). Staff recommended the City remove the section of code dealing with federally funded projects within the Floodplain Overlay in order to deregulate the process and be consistent with federal floodplain requirements. Staff also wanted to correct an oversight, which allowed residential facilities and nursing homes to be changed from a use permitted outright within commercial zones to a conditional use within these zones by changing it back to a use permitted outright.

Mr. Cowie explained the Community Development Department had seen an influx in the number of food trucks looking to operate within the City limits. The proposed changes to the code would help to better facilitate those looking to establish this type of business as well as better help staff administer appropriate code requirements regulating this type of use. Mobile vendors had become increasingly popular over the last decade. Amending the definition of

“mini-retail business” to include mobile vehicles and carts, commonly referred to as “food trucks” allows mini-retail businesses to be permitted outright in any commercial or industrial zone. Food Trucks are currently regulated by the code as a Temporary Use, which is processed as an administrative action in which a notice is provided to surrounding property owners within 100 feet, potentially subjecting the proposal to a public hearing. On average, the entire process takes approximately 45 days to complete. Furthermore, each Temporary Use Permit only lasts a year, which requires the applicant to process the same permit again 10 months later. According to city business registration records, there were 11 new food trucks registered in the last year. The regulatory process coupled with the number of applications received creates a strain on staff and the businesses themselves. Therefore, the intent of this code revision is to streamline the permitting process while ensuring that basic health and safety regulations are met to allow staff to focus on outreach and customer service rather than processing of applications.

Mayor Rich asked for information regarding the difference of parking on private property or public property. Mr. Cowie provided the example of a vending truck stopping briefly at a construction site to provide lunch to the workers and then driving away. That is different than someone wanting to park at a location for several hours a day or for multiple days. Those longer term users would require a permit and would not be allowed on public property. This code section does not apply to the mobile ice cream trucks who only pull over when hailed to do so by a customer. Councilor Hicks asked if a food truck court would need to be on paved property. Mr. Cowie explained it would depend if the area with gravel was considered a non-conforming lot. The new food court lot between Oak and Washington bridges is owned by the Umpqua Cow Creek Tribe of Indians who are exempt from local requirements.

Councilor Kaser stated there was a food truck that parks in front of Draper Brewing on Saturday evenings and asked if that would be allowed. Mr. Cowie explained parking spaces are not permitted locations as it is still considered public right-of-way. Permits are specific to the fact that a food vendor would be on private property. Complaints have been received from brick and mortar restaurants in that area. Councilor Kaser stated that although it was a concern, there is a need for some type of permitting process. Mr. Colley added it was not just about a permit process, but about those who pay taxes for property to operate a business and those who drive up and use a public space in front of the businesses. Councilor Hicks said she felt food trucks were paying their way, too. She respected the restaurants downtown and supported them, but with a permitting process in place it might be an opportunity for doors to open. Councilor Prawitz said he would like to see a food truck lot similar to the Taste of Tumalo to bring similar excitement to the area.

Mr. Cowie continued by explaining the next proposed amendment was to remove “federally funded projects” from the Floodplain Overlay regulations. This regulation was removed at the federal level by executive order and therefore, renders itself impractical when a local jurisdiction regulates development based on where it gets its funding. NeighborWorks Umpqua owns property on Douglas Avenue on which they have discussed building housing for veterans. The majority of that property is in the flood plain. Federal floodplain code has recently been changed allowing federally funded projects to adhere to typical 100 year floodplain requirements, rather than having to satisfy more restrictive 500 year elevation requirements. Changes to the code will make the City consistent with these federal regulations. In response

to Councilor Hicks, Mr. Cowie stated the change would not affect insurance for residents in the area. It only affects a narrow span of projects that are federally funded.

The final amendment was for Residential Care Facilities and Nursing Homes to be permitted outright versus conditionally permitted in commercial zones. The aforementioned uses were reviewed regarding their development patterns and possible locations throughout the City and it was found that the types of development fit within allowed uses of the commercial zones. It was determined through the review of a recent residential care facility application that the code had inadvertently been changed to require approval of this type of use through a conditional use permit rather than as permitted use outright. Changing this code would help to facilitate those looking to establish this type of use in commercial areas.

As no one else wished to speak, Mayor Rich closed the public hearing at 7:37 p.m. Councilor Ryan moved to adopt the Findings of Fact and order approved by the Planning Commission for File No. LUDO-18-002. Motion was seconded by Councilor Fisher-Fowler and unanimously approved. Council agreed to proceed with a first reading of Ordinance No. 3514. Ms. Sowa read Ordinance No. 3514, entitled, "An Ordinance Amending Certain Sections of Title 12 of the Roseburg Municipal Code Regarding Land Use and Development Regulations as Set Forth Herein" for the first time.

#### ORDINANCE NO. 3515 – PROPOSED CODE AMENDMENT REGARDING OUTDOOR BURNING, FIRST READING

Mr. Garrisi advised that given the recent fire scares around town and in other communities, City Manager Colley asked him and Chief Klopfenstein to review the current section of the Roseburg Municipal Code (RMC) regarding outdoor burning to see if they could offer suggestions on how to clarify and firm up allowable outdoor burning activities. With the difficult topography of Roseburg, it had been a couple of rough years during fire season. In response to Councilor Hicks, Mr. Garrisi explained complaints had not been received about barbeques. Mr. Colley added there is a section about outdoor cooking and the use of barbeque grills specifically designed for outdoor cooking. It will become a requirement for owner or tenant permission. The purpose is to discourage squatters on private property from open burning. Council agreed to proceed with a first reading of Ordinance No. 3515. Ms. Sowa read Ordinance No. 3515, entitled, "An Ordinance Amending Section 7.04.110 of the Roseburg Municipal Code Regarding Outdoor Burning" for the first time.

#### RESOLUTION NO. 2018-24 – AUTHORIZING EASEMENT ACQUISITION

Ms. Messenger reported the City was pursuing the installation of a Precision Approach Path Indicator (PAPI) at the airport with the hope that it would be approved as a mitigation measure for the terrain obstruction (Mount Nebo). The ultimate goal was to increase safety at the airport and to apply for a waiver that will allow the PAPI to be used as mitigation for the terrain obstruction, which would allow reinstatement of the nighttime instrument approach. In order to complete the obstruction mitigation process, there are trees and utility lines located on private property that will need to be removed and/or relocated. In order to do this work, the City needs to obtain easements from the property owner. Any compensation made for the easements is grant eligible through the FAA. The nighttime approach is critical during the winter months. The first step would be to have the easements in place. The elevation needs cleared above that property therefore, an aviation easement every five years will be used to have trees and other items removed.

Mr. Colley reiterated this was a resolution declaring a public necessity. It was the intent to negotiate with the property owner, but that had been unsuccessful during the last year. The negotiators would go through the details and condemn the property through eminent domain for the airport. Unfortunately, this appears to be the only way to move the process forward. In response to Mayor Rich, Mr. Colley confirmed easements would be used rather than taking property away. Mr. Coalwell added this process allowed a permanent easement. There was a limited perpetual utility easement which does not preclude other uses as long as it does not get in the way of the path.

Councilor McDonald said the airport needed this process. There is an economic development component that is good for the city. Councilor Eggers explained the property owner was once in favor but stopped communicating with staff. In response to Mayor Rich, Ms. Messenger confirmed the property was not the actual top of the hill. She described the location. Councilor Fisher-Fowler moved to adopt Resolution No. 2018-24, entitled, "A Resolution Declaring the Public Necessity for the Acquisition by Negotiation or Condemnation of Property Interests on Mt. Nebo for the Purposes of Removing Obstacles Including Trees and Overhead Utility Lines to Allow the Newly Installed Precision Approach Path Indicator (PAPI) to be Commissioned at the Roseburg Regional Airport." Motion was seconded by Councilor Hicks and unanimously approved.

#### RUNWAY LIGHTING AND MISCELLANEOUS ELECTRICAL UPGRADES ENGINEERING TASK ORDER AUTHORIZATION – 19GR01

Ms. Messenger stated the runway electrical project was the next capital improvement project programmed for FAA funding at the airport. The project includes:

- Removal and replacement of the existing Runway 16/34 edge lighting system, including new conduit, wiring, base cans, and fixtures
- Removal and replacement of the existing Runway End Identifier Lights (REILs), including new conduit, wiring, and REIL units
- Removal and replacement of the existing primary windcone and segmented circle, including new conduit, wiring, and windcone assembly
- Installation of a new supplemental windcone on Runway 16, including new conduit, wiring, and windcone assembly
- Installation of runway aiming point markings on both ends of Runway 16/34

The scope of work for the proposed task order includes preliminary design, final design, bid administration, preconstruction services, construction management and post construction services related to as-built documentation, flight check support and grant closeout. Mead & Hunt's proposed fee to provide these services is \$162,631.50. The FY 18-19 Urban Renewal Capital Projects Fund includes \$150,000.00 for airport projects and/or matching funds. The budgeted amount is adequate to get the project through bidding. The soonest construction would occur would be in FY 19-20. As such, construction related costs would be budgeted in the Airport Fund. The contractor will be required to hold their bid until the 2020 construction season in the event the grant is not issued early enough to construct in 2019.

Prior to approving engineering fees over \$100,000.00, the FAA requires the sponsor (City) to obtain an independent fee estimate (IFE) from a different engineering firm to ensure the fees are reasonable. Staff engaged Century West Engineers to perform the IFE. Based on the

same scope of work as that provided by Mead & Hunt, Century West estimated the engineering fees to be \$190,482.00. Given Mead & Hunt's familiarity with the airport, it is consistent that their estimate would be slightly lower. Councilor Fisher-Fowler moved to authorize a task order with Mead & Hunt for engineering services related to the Runway Electrical Project for an amount not to exceed \$162,631.50. Motion was seconded by Councilor Prawitz and unanimously approved.

#### UMPQUA VALLEY TENNIS CENTER EXPANSION PROPOSAL

Ms. Messenger discussed the Umpqua Valley Tennis Center (UVTC) had been working with a landscape architect to develop a site master plan. The plan identifies several significant changes such as an expansion of the indoor facility, replacement/reconfiguration of the outdoor courts, renovation of the Hoffman Center, and relocation of the outdoor basketball courts. One of the main issues UVTC is facing is the age of the outdoor tennis courts. The first six courts were installed in 1959 and the other six followed in 1970 - far exceeding the lifespan of a tennis court without ever having significant improvements. The current courts are past the point of repair and need to be replaced.

UVTC had been working on a conceptual design that includes replacing the existing courts, but is also interested in exploring different surfacing types and creating improved spectator opportunities. In order to accomplish these improvements, UVTC has proposed to reduce the number of outdoor courts located in the current area from eleven to nine. There were previously twelve courts. One court was removed as part of the South Stewart Parkway Improvement Project last summer.

In addition to replacing and reconfiguring the outdoor tennis courts, the plan also includes:

- Relocation of the basketball courts
- Public restroom near basketball courts
- Rehab of the Hoffman Tennis Center - nothing firm, but UVTC would like to create a usable community space
- Two new indoor tennis/pickleball courts
- Outdoor storage areas

Due to the scope of work, the project would require multiple phases to be completed. Staff had requested that UVTC coordinate the phases in such a way that the outdoor basketball courts would have minimal down time. Since the proposal includes an expansion of the indoor facilities it will be subject to section 6(f)(3) of the Land and Water Conservation Fund Act which states that no property acquired or developed with assistance shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. Stewart Park falls under this category therefore the proposed project would need to be submitted to the Oregon Parks and Recreation Department (OPRD) for their review. Converting outdoor space to indoor space may require that additional outdoor space be purchased or repurposed for outdoor recreation use. A preliminary cost estimate totaling nearly \$4.9 million has been attached for your review. The proposed project is being funded entirely by UVTC. No financial impacts are expected for the City. There may be grant opportunities that would allow the City to help financially. Those have not been identified at this time.

UVTC has a history of successfully fundraising and implementing improvements at the tennis center. These projects do not develop overnight. As an example, UVTC first approached the

City in 2006 about constructing additional indoor facilities. Construction began in 2010. Staff believed the current improvement projects would occur in much the same way. Giving preliminary approval to the concept is step one. This will allow UVTC to begin fundraising efforts while continuing to refine the project and working through details with staff. In response to Mayor Rich, Ms. Messenger explained grant assurances are things that remain for outdoor use and perpetuity. If the space is converted for another purpose, you have to provide similar outdoor use elsewhere. The space can be in another location even if across town. Councilor Kaser posed the question that if Council said yes now and new Councilors came in and voted no, was there a risk to the project. Ms. Messenger explained the risk was minimal as this was a preliminary conception only.

Councilor Prawitz expressed excitement about the potential developments in Stewart Park and noted the success Medford had experienced with their recreational facilities that attract a lot of funds and visitors to the area. In response to Mayor Rich, Ms. Messenger concluded this was the first step and agreements would be in place as the project comes to fruition. Councilor Eggers moved to grant preliminary approval to UVTC's conceptual expansion plan. Motion was seconded by Councilor Zielinski and unanimously approved.

#### FUNDING REQUEST – SALARY MATCH REQUEST FOR GRANT PARTNERS COORDINATOR

Mr. Cowie shared the Umpqua Valley Arts Association (UVAA), City of Roseburg, Downtown Roseburg Association (DRA), NeighborWorks Umpqua (NWU), the Cow Creek Tribe, The Ford Family Foundation (TFFF) and the Partnership have sought to create a vibrant and sustainable arts community in Roseburg for a number of years. In order to tie disparate projects into a long-term successful partnership, this group of organizations requested \$25,000.00 of funding from TFFF to partially pay for the salary of a contractor to facilitate, organize, and follow through each project so success of one becomes success for all projects. Staff asked that Council consider funding an additional \$15,000.00 as match with the \$25,000.00 being supplied by TFFF to keep this effort viable. Ultimately, this will lead to applying for the National Endowment for the Arts (NEA) *Our Town* grant. The NEA grant awards up to \$100,000.00 for either Knowledge Building or Place-Based Projects or both in subsequent years.

The Ford Family Foundation, City, UVAA, DRA, NWU, and the Tribe have worked together and separately for many years toward improving the community. The City revitalized downtown with award winning street improvements, façade grants, and increased community policing. UVAA promotes arts for our citizens, school children to seniors, from its National Register listed building nearby. Downtown Roseburg Association promotes downtown as a Performing Main Street City. NWU works to educate low-income homeowners and renters of our area while promoting a unique identity and pride in our downtown area. The Tribe created the Umpqua Business Center to support local business to grow and thrive. This project was the first of an all-inclusive effort to combine our energy to strengthen Economic Development, Community Development, Culture, Main Street, Historic Preservation and Tourism.

The \$15,000.00 used to fund this partnership would come directly from the restricted balance of the Hotel/Motel Tax Fund, which has a current balance of \$245,118.00. Mr. Cowie provided a presentation and explained while different partners have helped add art to the community, there had not been an agency to coordinate efforts. There is a lot of great public art including newly constructed downtown intersections, railings along the Oak Avenue Bridge, Hebe Statue,

mural on buildings including the Roseburg Public Library and more. The Economic Development Commission voted unanimously to authorize funding. The position would help prime the pump for future funding and for the "Our Town" grant. To qualify for the grant, it would have to show that people are working towards building the arts in the community.

In response to Councilor Ryan, Mr. Cowie confirmed the person hired would be at the Umpqua Valley Art Center. Councilor Hicks questioned expectations from the position for projects in the city. Mr. Cowie explained the person hired would work together with all entities to complete ideas that had not been finalized or were waiting in the hopper. In response to Mayor Rich, Mr. Cowie noted details for the position hours were not available. If someone had questions regarding murals or projects, this person would be the coordinator and could connect the person to the appropriate agency for approvals. Councilor Fisher-Fowler wanted to know how long the position would be available. Mr. Cowie stated that initially, the position would be for one year. In response to Councilor Prawitz, Mr. Colley stated at this time it was The Ford Family Foundation and the City providing funds. Other agencies have paid in full for other projects currently and in the past. The purpose of this position was to pull all the partners together.

Councilor Ryan moved to authorize the use of \$15,000.00 as match to the Ford Family Foundation funding for the Grant Partners Coordinator position. Councilor McDonald added he would have voted against this if it came from taxpayer money. He also cautioned everyone to remember to look at other areas of the city and not just the downtown location. Councilor Hicks said she supported the position and hoped it became sustainable. Mayor Rich suggested the person hired come to one or two Council meetings during the year to provide a review of projects and updates. In response to Councilor Hicks, Mr. Colley said a full scope for the position had not been developed to determine if a committee would be needed. It would be best to have that person report to the entire Council. Motion was seconded by Councilor Hicks and unanimously approved.

#### ITEMS FROM MAYOR, CITY COUNCIL

Councilor McDonald shared his concern for the winter months ahead. The Dream Center has been the only location listed as a warming center. He asked that with the upcoming holidays we remember those in need. The Dream Center is accepting donations and he asked everyone to consider providing a contribution and encourage others to help.

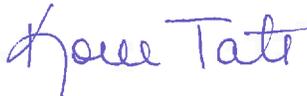
Councilor Zielinski attended a Whipple Foundation Committee meeting and was provided a sneak peak of the Roseburg Public Library. She thanked Kris Wiley for showing such passion and excitement to reopen the library.

Councilor Hicks thanked those who attended the League of Oregon Cities workshop to discuss the 2019 legislative priorities. She attended the mural event at the library and shared it was the first unveiling by Travel Oregon. She thanked the Parks Commission for adding wood chips to the muddy entrance at the dog park. Councilor Hicks provided information regarding an incident outside of the Elks Lodge during a Halloween activity. She asked if the Police Department could provide increased patrols during the holiday event to avoid future fights among transients.

Councilor Hicks expressed frustration regarding the sharps container at Micelli Park that was vandalized. She said residents in the Micelli Park area want to have the container removed and she was willing to start a petition. She reiterated her disapproval of the project a year ago saying it would be vandalized and a risk if broken into. She scheduled an appointment with the HIV Alliance to discuss the container in further detail. Lastly, she thanked the City and responding Police Officers for addressing the transient camp south of Micelli Park. She spoke with the railroad director to post a no trespassing sign for their private property to help deter future camps and refuse left in the area.

ADJOURNMENT

The meeting adjourned at 8:38 p.m.



Koree Tate  
Management Assistant

*etc*  
*11/20/18*



## ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

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### Equipment Purchase –Asphalt Patch Truck Box System

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Meeting Date: November 26, 2018  
Department: Public Works  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

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

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#### ISSUE STATEMENT AND SUMMARY

The FY 18-19 Equipment Replacement Fund includes replacement of the existing asphalt patch truck. Instead of replacing the truck, staff is seeking to refurbish the truck by replacing the asphalt box. The issue for the Council is whether to authorize the purchase through a cooperative purchasing agreement with the Houston-Galveston Area Council (H-GAC).

#### BACKGROUND

**A. Council Action History.** On June 8, 2015 the City Council authorized the City Manager to join the H-GAC.

**B. Analysis.** The existing asphalt patch truck is over twenty years old. The truck is an important piece of equipment and serves as the backbone for the Street Division's pavement maintenance program. While the truck chassis is in reasonable shape, the critical part of the vehicle that needs to be replaced is the asphalt patching box. The hydraulics on the existing box are worn out and at the end of their useful life. The box is heated with coils in the bed that cannot be accessed or serviced. Due to the age of the coils, the box is no longer maintaining asphalt temperature as it should and the asphalt is losing temperature during transport. The box is also experiencing issues with the tack pump and tank.

As with previous cooperative purchases, staff is proposing to treat this as a special procurement exempt from competitive bidding. This requires issuance of a notice of public hearing exempting the purchase from competitive bidding. This is a seven-day notice and was issued as required prior to the Council meeting.

**C. Financial and/or Resource Considerations.** The FY 2018-19 Equipment Replacement Fund includes \$225,000 to purchase a new asphalt patch truck. Staff is proposing to just replace the box. Through the H-GAC contract the cost is \$89,651. The price includes picking up the City's existing truck, removing and replacing the box system, and delivering the truck back to the City.

**D. Timing Issues.** Staff would like to complete this purchase as soon as practical to ensure the equipment is available for use during the 2019 asphalt season.

#### COUNCIL OPTIONS

Council has the following options:

1. Adopt the attached resolution and authorize the purchase of a Thermo-Lay Manufacturing asphalt patch box truck box system utilizing the H-GAC cooperative purchasing agreement for a price not to exceed \$89,651.00; or
2. Request additional information; or

3. Not recommend proceeding with the purchase.

**STAFF RECOMMENDATION**

Money has been budgeted and is available to make this purchase. The Public Works Commission discussed this purchase at their November 8<sup>th</sup> meeting. The Commission recommended the Council authorize the purchase of a new asphalt patching box from Thermo-Lay for \$89,651 utilizing H-GAC pricing.

**SUGGESTED MOTION**

*I move to adopt Resolution No. 2018-25 Exempting the Purchase of a Thermo-Lay Asphalt Patch Truck Box System from the Competitive Bid Process and to authorize the purchase from Thermo-Lay Manufacturing LLC utilizing the H-GAC contract price of \$89,651.00.*

**ATTACHMENTS**

**Attachment #1 - Resolution No. 2018-25**

**RESOLUTION NO. 2018-25**

**A RESOLUTION EXEMPTING THE PURCHASE OF A THERMO-LAY ASPHALT PATCH TRUCK BOX SYSTEM FROM THE COMPETITIVE BID PROCESS**

**WHEREAS**, under the authority of ORS 279A.220, the City plans to purchase an asphalt patch truck box system through a solicitation conducted by the Houston-Galveston Area Council (“H-GAC”) which gives government agencies access to volume purchasing and discounts; and

**WHEREAS**, the City recently published its intent to procure the pumper through an interstate cooperative procurement process in the Daily Journal of Commerce of Portland, Oregon and The News Review of Roseburg for seven days, and therefore finds using such procurement process is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

**WHEREAS**, the procurement further substantially promotes the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065 or 279B.070; and

**WHEREAS**, the Public Works Department relies heavily on its existing patch truck to make repairs to the City’s asphalt street system and the box on said truck has reached the end of its useful life.

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

**SECTION 1.** Based on the above findings which are incorporated herein by this reference, and under Roseburg Municipal Code Section 3.06.025E, the Council hereby determines that entering into a contract for the acquisition of the asphalt patch truck box system under the H-GAC contract in an amount not to exceed \$90,000 is essential to the operation of the organization and will result in substantial cost savings to the City.

**SECTION 2.** The Council hereby exempts the acquisition contract between the City and Thermo-Lay Manufacturing LLC for purchase of an asphalt patch truck box system from competitive bidding. The exemption granted in this resolution shall in no way impair the City’s ability to elect, in the future, to award related contracts to other qualified equipment contracts.

**SECTION 3:** This resolution shall become effective immediately upon its adoption by the City Council.

**APPROVED BY THE COUNCIL OF THE CITY OF ROSEBURG, OREGON, AT ITS  
REGULAR MEETING ON THE 26<sup>th</sup> DAY OF NOVEMBER 2018.**

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**AMY L. SOWA, CITY RECORDER**

**RESOLUTION NO. 2018- 25**

*CZ*  
*11/20/18*

**ORDINANCE NO. 3514**

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 12 OF THE ROSEBURG MUNICIPAL CODE REGARDING LAND USE AND DEVELOPMENT REGULATIONS AS SET FORTH HEREIN.**

**WHEREAS**, after reviewing the recommendation of the Planning Commission and conducting a public hearing on September 17, 2018.

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

**SECTION 1:** Section 12.02.090 entitled "Definitions" is hereby amended to read as follows:

"MINI-RETAIL BUSINESS (MRB)" A commercial operation from a small permanent or temporary structure, mobile vehicle or cart (e.g. Food truck, coffee stand, vendor cart) within the parking lot of an existing business location or a vacant parcel within the commercial or industrial zones. A certificate of occupancy and/or a business registration shall not be issued until all conditions of approval from various departments are satisfactorily met.

**SECTION 2:** Section 12.04.040 entitled "Commercial Districts" Table 2-7: Commercial – Allowed Uses is hereby amended to read as follows:

USE CATEGORY	PO	C1	C2	C3	STANDARDS
Specific Use					
6) Residential Facility	-	<u>PE</u>	<u>PE</u>	<u>PE</u>	-
8) Nursing Home	-	-	-	<u>PE</u>	-
51) Mini-Retail Business ( <del>no more than two at any host business location and no larger than 250 sq. ft.</del> )	<u>P-</u>	<u>P-</u>	<u>P-</u>	P	<u>12.08.040(M)-</u>

**SECTION 3:** Section 12.04.050 entitled "Central business district (CBD)" Table 2-9: CBD – Allowed Uses is hereby amended to read as follows:

USE CATEGORY	CBD	STANDARDS
Specific Use		
18) Mini-Retail Business ( <del>no more than two (2) at any host business location and no larger than 250 sq. ft.</del> )	<u>PE</u>	- <u>12.08.040(M)</u>

**SECTION 4:** Section 12.04.070 entitled "Industrial districts" Table 2-13: Industrial – Allowed Uses is hereby amended to read as follows:

USE CATEGORY		MU	M1	M2	M3	STANDARDS
Specific Use						
56)	Mini-Retail Business (no more than two (2) at any host business location and no larger than 250 sq. ft.)	P	P	P	P-	12.08.040(M)-

**SECTION 5:** Section 12.04.090 entitled "Floodplain overlay" is hereby amended to remove the following:

HH. Federally funded projects. When Federal funds are used to build, or significantly retrofit or repair, structures and facilities in and around floodplains design or construction shall apply "500-year" Elevation Approach to ensure that those structures are resilient, safer, and long-lasting. The following standards shall apply:

1. Impacts of floodplains on Federally financed improvements shall be evaluated in terms (1) potential (or residuals) for monetary loss; (2) human safety, health, and welfare; (3) shifting of costs or damage to others; and (4) potential for affecting the natural and beneficial floodplain values;
2. Build at or above the 500-year (0.2%-annual-chance) flood elevation;

**SECTION 6:** Section 12.08.040 entitled "Supplemental provisions" is hereby amended to read as follows:

M. Mini-Retail Businesses.

1. Definition: A commercial operation from a small permanent or temporary structure, vehicle or cart (e.g. Food truck, coffee stand, vendor cart) within the parking lot of an existing business location or a vacant parcel within the commercial or industrial zones. A certificate of occupancy and/or a business registration shall not be issued until all conditions of approval from various departments are satisfactorily met.
2. The following standards shall apply to all mini-retail businesses:
  - a. Shall not obstruct or be located in the public right-of-way, fire lane, private access way (e.g. driveway, parking aisle, pedestrian walkway, bike lane) or restrict access to any parking facilities (auto, motorcycle, or bicycle) or loading zones.
  - b. Shall allow for unobstructed access from the nearest active driveway by locating further than 20 feet from any local or collector driveway entrance or 40 feet from any arterial driveway entrance, respectively.
  - c. Drive-up windows for temporary businesses that require the stacking and idling of vehicles awaiting service are prohibited.
  - d. Shall provide documented property owner permission to operate the business
  - e. Any appurtenances associated with the business (e.g. Tables, chairs, trash bins, wash stations) shall be removed from the site when the vendor vacates the site.

3. A site which allows the placement of mini-retail businesses to be placed permanently for more than 7 days or the placement of more than two (2) vendors at a time:
  - a. Shall meet the applicable standards of the base zone, including conformance with the site review standards of RMC 12.06.010.
4. All food service vendors shall follow local fire, health and sanitation standards including:
  - a. Obtain a Roseburg Fire Department annual vendor permit.
  - b. Provide documentation from RUSA indicating an approved wastewater/graywater disposal method to ensure fats, oils and grease (FOG) do not enter the RUSA sanitary system.
  - c. Vendors requiring the provision of restroom facilities shall utilize permanently constructed facilities or have documented permission to access restroom facilities from an adjacent business. The use of temporary restroom facilities is prohibited.
  - d. Shall comply with Douglas County Health standards and obtain appropriate licenses prior to operation.

**ADOPTED BY THE CITY COUNCIL THIS 26TH DAY OF NOVEMBER 2018.**

**APPROVED BY THE MAYOR THIS 26TH DAY OF NOVEMBER 2018.**

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

**ATTEST:**

\_\_\_\_\_  
**AMY L. SOWA, CITY RECORDER**

**ORDINANCE NO. 3515**

**AN ORDINANCE AMENDING SECTION 7.04.110 OF THE ROSEBURG MUNICIPAL CODE REGARDING OUTDOOR BURNING**

**SECTION 1.** Section 7.04.110 titled "Outdoor burning" is hereby amended in the Roseburg Municipal Code to read as follows:

**7.04.110 - Outdoor burning.**

Unless exempted by this Section, no person responsible shall cause or allow outdoor burning without a permit issued pursuant to this Section.

- A. **Outdoor Burning Restricted.** No person shall start or maintain any outdoor fire for the purpose of burning any combustible material, except as allowed by this Section. Nor shall any person responsible cause or knowingly allow any such fire to be started or maintained, including but not limited to barrel burning, burning of household waste, burning of garbage, plastic, Styrofoam or other noxious materials.
- B. **Period When Outdoor Burning is Restricted.** The restriction on outdoor burning shall be in effect for the entire year. The Fire Chief may issue burn permits authorizing the burning of residential yard waste from April 15 through May 15 and from October 1 through October 31. The Fire Chief may modify the burn period when the Fire Chief determines that health, safety, fire risk or climatic factors justify modifying the burn period established in this Section.
- C. **Outdoor Burning Exempt from Seasonal Restrictions.** The following types of outdoor burning may be allowed by the Fire Chief by permit on any day of the year:
  1. Burning of a structure or other use of fire for training purposes by the Fire Department.
  2. Fire hazard reduction burning.
  3. Burning which has written approval of the Department of Environmental Quality.
  4. Field burning in agricultural areas and certain other burning when, because of topography, there is no other feasible way to remove debris; however, the Fire Chief may deny a permit for an outdoor burn allowed under this Subsection if the Fire Chief determines that the debris proposed for burning has a high moisture content and would burn better after a period of aging.
  5. Outdoor burns to control agricultural diseases, such as blight, that must be destroyed immediately by fire to prevent the spread of disease.
  6. Burning beehives and bee-keeping paraphernalia to prevent the spread of disease.
  7. Fires incidental to a special event.

- D. Outdoor Burning Exempt from Permit Requirement. The following types of outdoor burning do not require a permit:
1. Open cooking fires, and fires contained in outdoor fireplace appliances specifically approved and listed for the use, if the following conditions are met:
    - a. An adult is in attendance at all times.
    - b. A garden hose is connected to a water supply and readily available to extinguish the fire.
    - c. No open flames are within 25 feet of any structure or fence, with the exception of fires in approved appliances, which are required to be not less than 15 feet away from a structure.
    - d. The total fuel area is 3 feet or less in diameter and 2 feet or less in height.
    - e. It occurs on private property containing an occupied dwelling, with owner's permission and with either the owner or a tenant under a written rental agreement, being present at all times.
  2. Cooking in a barbecue grill or other similar enclosure specifically designed and listed for outdoor cooking, if the following conditions are met:
    - a. It occurs on private property with owner's permission and with either the owner or a tenant under a written rental agreement, being present at all times.

As used in this Subsection D, "listed" means equipment or materials included on a list published by a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of production of listed equipment or materials, and whose listing states that equipment or materials meet nationally recognized standards and have been tested and found suitable for use in a specified manner.

E. Burn Permits Required.

1. A permit issued by the Fire Chief shall be required for all outdoor burning, including the exempted fires of Section 7.04.110.C. Except for a person seeking a permit pursuant to Section 7.04.110.C.7, a person seeking a burn permit shall pay a fee in an amount to be set by City Council resolution. A permit shall be valid for not more than two weeks from the date of issuance.
2. Upon receipt of a burn permit application, the Fire Chief shall undertake whatever investigation the Fire Chief deems necessary. Based on this investigation, the Fire Chief may approve the permit. The Fire Chief shall issue the burn permit only when the Fire Chief determines the outdoor burn does not constitute a hazard and that reasonable steps will be taken to assure public safety. Such fires shall conform with the Fire Code adopted by the City. Fires which are approved by permit shall be monitored by a competent adult. Fires which are approved by permit shall be extinguished prior to darkness unless continued burning is specifically authorized by the permit.

**Section 2.** All other Sections and Subsections of Chapter 7.04 of the Roseburg Municipal Code remain in full force and effect as written.

ADOPTED BY THE ROSEBURG CITY COUNCIL THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

APPROVED BY THE MAYOR THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

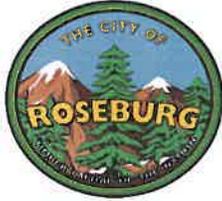
\_\_\_\_\_  
LARRY RICH, MAYOR

ATTEST:

\_\_\_\_\_  
AMY L. SOWA, CITY RECORDER

*CJE  
11/20/18*

**ROSEBURG CITY COUNCIL  
AGENDA ITEM SUMMARY**



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**ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE  
TO VONAGE BUSINESS, INC.**

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**Meeting Date:** November 26, 2018      **Agenda Section:** ORDINANCES  
**Department:** City Recorder              **Staff Contact:** Amy L. Sowa  
[www.cityofroseburg.org](http://www.cityofroseburg.org)      **Contact Telephone Number:** 541-492-6866

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**ISSUE STATEMENT AND SUMMARY**

The City has received an application for a telecommunication franchise from Vonage Business, Inc. located in Holmdel, New Jersey.

**BACKGROUND**

- A. Council Action History.** Council has not acted on this particular application.
  
- B. Analysis.** The subject application and application processing fee was received on October 22, 2018. Service to Roseburg customers began on January 1, 2016. Therefore, the provider has requested that the franchise agreement be granted effective retroactively to January 1, 2016.
  
- C. Financial and/or Resource Considerations.** Under our definitions of telecommunications “provider” and telecommunication “service”, Vonage Business, Inc. is required to pay a franchise fee of 5% of the gross revenues derived from customers within the City.
  
- D. Timing Issues.** As noted above, Vonage Business, Inc. began serving Roseburg in January 1, 2016; therefore, the franchise needs to be made effective retroactively to that date. Such effective date will make the initial term of the franchise 3 years, with an expiration date of December 31, 2018. The ordinance will also allow renewal options of three years each, for a total of five terms.

**STAFF RECOMMENDATION** Staff recommends that Council proceed with first reading of the ordinance, followed by second reading and adoption at the November 26, 2018 meeting in order to avoid further delay in granting the franchise.

**SUGGESTED MOTION** If Council concurs with Staff’s recommendation, Council will need to request first reading of the ordinance granting a telecommunications franchise to Vonage Business, Inc., effective January 1, 2016, after which the following motions would be appropriate:

**#1** *"I MOVE TO SUSPEND THE RULES AND PROCEED WITH SECOND READING OF ORDINANCE NO. 3516, GRANTING A TELECOMMUNICATIONS FRANCHISE TO VONAGE BUSINESS, INC., EFFECTIVE RETROACTIVELY TO JANUARY 1, 2016."*

**#2** *"I MOVE TO ADOPT ORDINANCE NO. 3516."*

**ATTACHMENT - #1 Proposed Ordinance**

cc: Vonage Business, Inc., 23 Main Street, Holmdel, NJ 07733  
Subject Franchise File

**ORDINANCE NO. 3516**

**AN ORDINANCE GRANTING A TELECOMMUNICATION FRANCHISE  
TO VONAGE BUSINESS, INC. EFFECTIVE  
RETROACTIVELY ON JANUARY 1, 2016**

**SECTION 1. Grant of Franchise.** The City of Roseburg, hereinafter called "City", hereby grants Vonage Business, Inc., hereinafter called "Franchisee", the non-exclusive right to use and occupy all public ways within the Franchise Territory, solely for the purposes described herein, for a period of three years, retroactively beginning January 1, 2016 and ending December 31, 2018 following Franchisee's acceptance of the Franchise as provided in Section 11 of this Ordinance.

**SECTION 2. Incorporation of Roseburg Municipal Code.** This Franchise is granted pursuant to Chapter 9.25 of the Roseburg Municipal Code ("RMC"), entitled "Telecommunications Providers", and shall be interpreted to include all provisions of Chapter 9.25, as it now exists and as it may be amended during the term of the Franchise, and all other provisions of the Roseburg Municipal Code and City regulations with which Chapter 9.25 requires compliance, as if set forth in writing herein. A copy of Chapter 9.25, as it exists and is in effect on the effective date of this Franchise, is attached to this Franchise as Exhibit "A". It shall be the responsibility of the Franchisee to keep itself informed of any amendments to applicable provisions of the Roseburg Municipal Code and all related regulations.

**SECTION 3. Amendment and Renewal.** The Franchise granted by this Ordinance may be amended in accordance with RMC 9.25.120 and may be renewed in accordance with RMC 9.25.100.

**SECTION 4. Franchise Territory.** The "Franchise Territory" is all territory within the boundaries of the City of Roseburg, as currently existing or as the boundaries may be adjusted during the term of this Franchise.

**SECTION 5. Services to be Provided.** Franchisee shall provide telecommunications services as authorized by law to residents, businesses and other entities within the City of Roseburg.

**SECTION 6. Franchise Fees.** Franchise fees shall be based on Franchisee's annual use of the City's public ways, as provided below:

- A. Fee Base.** For the privileges granted by this Franchise, Franchisee shall pay five percent (5%) of its gross revenue derived from services provided to

customers within the City limits of Roseburg.

**B. Payment.** All payments due hereunder shall be paid to the City of Roseburg by check or money order delivered to the address of the City for notices as set forth herein.

**C. Due Date.** Franchise fees shall be paid to the City on a quarterly basis, based on the revenues derived from the quarter just passed, not more than 30 days following the end of each quarter.

**D. Late Fee.** If Franchisee fails to pay the Franchise fee when due, Franchisee shall be charged a penalty of ten percent (10%), and the legal rate of interest established by state statute on the unpaid balance.

**SECTION 7. Notices and Authorized Representatives.**

**A.** Except for emergency notification of Franchisee, all notices or other communications between the parties shall be deemed delivered when made by certified United States mail or confirmed express courier delivery to the following persons and locations:

**If to City:**

City of Roseburg  
ATTN: Amy L. Sowa, City Recorder  
900 SE Douglas  
Roseburg, OR 97470  
E-mail: [asowa@cityofroseburg.org](mailto:asowa@cityofroseburg.org)  
Phone: 541-492-6866

**If to Franchisee:**

Vonage Business, Inc.  
ATTN: Rosanne Fernandez  
23 Main Street  
Holmdel, NJ 07733  
E-mail: [rosann.fernandez@vonage.com](mailto:rosann.fernandez@vonage.com)  
Phone: 732-858-6907

Either party may change the identity of its authorized representative(s) or its address or phone number for notice purposes by delivering written notice of the change to the other party.

**B.** In case of an emergency that causes or requires interruption of service, City shall give Franchisee emergency notification by hand delivery or telephone, as appropriate to the nature of the emergency, to the following:

**Contact Person's Name:** Rosanne Fernandez

**Mailing Address:** 23 Main Street, Holmdel, NJ 07733

**Telephone:** 732-858-6907

**SECTION 8. Location, Relocation and/or Removal of Facilities.** RMC Chapter 4.02, along with RMC Sections 9.25.290 – 9.25.320, sets forth the conditions for the

construction, installation, location, relocation and removal of Franchisee's facilities. There are no exceptions or additions to these regulations unless Franchisee is exempted by statute.

**SECTION 9. Representation and Warranty of Franchisee.** By executing this document, Franchisee represents and warrants that it is familiar with all provisions of this Franchise, including those contained in this Ordinance, and that it accepts and agrees to be bound by all terms, conditions and provisions set forth herein.

**SECTION 10. Franchise Effective Date.** Franchisee submitted an application requesting a telecommunications franchise and paid the application processing fee on October 22, 2018 and began serving Roseburg customers on January 1, 2016. The Roseburg City Council approved such request at its meeting on November 26, 2018; and hereby authorizes this Franchise to take effect retroactively on January 1, 2016 and expire on December 31, 2018, provided Franchisee satisfies the acceptance requirements of Section 11 of this Ordinance.

**SECTION 11. Acceptance of Franchise.** Upon receipt of this Ordinance, Franchisee shall sign in the space below to indicate its unconditional acceptance of the terms and conditions upon which City has offered the Franchise described herein, and immediately return such acceptance to the City. If Franchisee fails to accept the Franchise and return acceptance to City within 30 days of the adoption of this Ordinance, this Ordinance and the Franchise granted herein shall become void and have no force or effect.

**ADOPTED BY THE CITY COUNCIL ON THIS 26<sup>TH</sup> DAY OF NOVEMBER, 2018.**

**APPROVED BY THE MAYOR ON THIS 26<sup>TH</sup> DAY OF NOVEMBER, 2018.**

**MAYOR**

\_\_\_\_\_  
**Larry Rich**

**ATTEST:**

\_\_\_\_\_  
**Amy L. Sowa, City Recorder**

**(Franchisee's Acceptance on Following Page)**

ORDINANCES C  
ATTACHMENT #1

**FRANCHISEE'S ACCEPTANCE OF ORDINANCE NO. 3516.** This Ordinance is hereby accepted by Vonage Business, Inc. on this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This acceptance was signed before me on \_\_\_\_\_, 2018  
by, \_\_\_\_\_ as \_\_\_\_\_ of Vonage Business, Inc..

Notary Public for \_\_\_\_\_  
Name: \_\_\_\_\_  
My commission expires on: \_\_\_\_\_

.....  
Acceptance received by City Recorder on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Amy L. Sowa, City Recorder

**ORDINANCE NO. 3516– EXHIBIT “A”**

**ROSEBURG MUNICIPAL CODE CHAPTER 9.25 - TELECOMMUNICATIONS PROVIDERS**

**Sections:**

- 9.25.005 Definitions.
- 9.25.010 Purpose.
- 9.25.020 Jurisdiction and management of the public way.
- 9.25.030 Regulatory fees and compensation not a tax.
- 9.25.040 Overview of franchise requirements.
- 9.25.050 Reserved.
- 9.25.060 Application.
- 9.25.070 Application review fee.
- 9.25.080 Determination by the City.
- 9.25.090 Rights granted.
- 9.25.100 Term and renewal of franchises.
- 9.25.110 Franchise Fee.
- 9.25.115 Operation without a franchise.
- 9.25.120 Amendment of franchise.
- 9.25.130 Reserved.
- 9.25.140 Reserved.
- 9.25.150 Obligation to cure as a condition of renewal.
- 9.25.160 Assignments or transfers of system or franchise.
- 9.25.170 Revocation or termination of franchise.
- 9.25.180 Notice and duty to cure.
- 9.25.190 Hearing.
- 9.25.200 Standards for revocation or lesser sanctions.
- 9.25.210 General construction and location of facilities in the public way.
- 9.25.220 Construction codes.
- 9.25.230 Construction permits.
- 9.25.240 Applicant's verification.
- 9.25.250 Construction schedule.
- 9.25.260 Coordination of construction activities.
- 9.25.270 Noncomplying work.
- 9.25.280 As-built drawings.
- 9.25.290 Location of facilities.
- 9.25.300 Interference with the public way.
- 9.25.310 Relocation or removal of facilities.
- 9.25.320 Removal of unauthorized facilities.
- 9.25.330 General franchise provisions--Facilities.
- 9.25.340 Damage to grantee's facilities.
- 9.25.350 Duty to provide information.
- 9.25.360 Service to the City.
- 9.25.370 Cable franchise.
- 9.25.380 Leased capacity.
- 9.25.390 Grantee insurance.
- 9.25.400 General indemnification.
- 9.25.410 Performance surety.
- 9.25.420 Consent.
- 9.25.430 Confidentiality.
- 9.25.440 Governing law--Venue.
- 9.25.450 Written agreement.
- 9.25.460 Nonexclusive grant.
- 9.25.470 Severability and preemption.
- 9.25.480 Other remedies.
- 9.25.490 Compliance with laws.
- 9.25.500 Application to existing ordinances and agreements.

**9.25.005 Definitions.** For the purpose of this Chapter, the following terms, phrases, words and their derivations, shall have the meanings given herein. Terms not defined in this Section shall be interpreted in accordance with Chapter 1.04 of this Code. Terms not defined in this Section or in Chapter 1.04 of this Code, shall be given the meaning set forth in the Communications Policy Act of 1934, as amended, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996. If not defined there, the words shall be given their common and ordinary meaning. Definitions for this Chapter are as follows:

**"Cable service"** means the one-way transmission to subscribers of video programming, or other video, audio or data service using the same means of transmission as used to transmit video programming; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

**"City property"** means and includes all real property owned by the City, other than the public way and utility easements as those are defined herein.

**"Conduit"** means any structure, or portion thereof, containing one or more ducts, conduits, manholes, handholds, bolts or other facilities used for any telegraph, telephone, cable television, electrical or communications conductors or cable facilities.

**"Construction"** means any activity in the public way resulting in physical change thereto, including excavation or placement of structures, but excluding routine maintenance or repair of existing facilities.

**"Control"** means actual working control in whatever manner exercised.

**"Customer"** means both the end user of telecommunications services in the City and any person that acquires telecommunications services, bandwidth or other form of capacity for its own to use or for resale in the City.

**"Duct"** means a single enclosed raceway for conductors or cable.

**"Emergency"** has the meaning provided in ORS 401.025.

**"Franchise"** means a license from the City which grants a privilege to occupy the public way and utility easements within the City for a dedicated purpose, for specific compensation and for a specified period of time.

**"Grantee"** means the person to whom or the entity to which a telecommunications franchise is granted by the City, including both telecommunication carriers and non-carrier providers.

**"Gross revenue"** means all revenue earned by a telecommunications provider from operations within the City, including but not limited to service to customers located within the City and other persons who use the grantee's facilities within the City to provide service to customers. A person that sells capacity or bandwidth to another telecommunications provider, as described in section 9.25.380, may deduct the income received in that transaction from its gross revenue for purposes of calculating the franchise fee described in section 9.25.110

**"Non-carrier provider"** means a telecommunications provider that is not also classified as a telecommunications carrier. It includes but is not limited to providers that install, own or lease facilities in the public way and providers that acquire bandwidth or other capacity to resell or provide service directly to customers in the City. "Non-carrier provider" includes several different types of telecommunications providers, including but is not limited to providers often known as competitive local exchange carriers, resellers and long-haul providers.

**"Person"** means an individual, corporation, company, association, joint stock company or association, firm, partnership or limited liability company.

**"Private telecommunications network"** means a system, including the construction, maintenance or operation of the system, for the provision of a service or any portion of a service which is owned or operated exclusively by a person for their use and not for resale, directly or indirectly. "Private telecommunications network" includes services provided by the State of Oregon pursuant to ORS 190.240 and 283.140.

**"Public way"** includes, but is not limited to, any street, road, bridge, alley, sidewalk, trail, path and utility easement, including the subsurface under and air space over these areas. This definition applies only to the extent of the City's right or authority to grant a franchise to occupy and use such areas for telecommunications facilities. "Public way" does not include City-owned buildings, parks or other property.

**"Telecommunications Act"** means the Communication Policy Act of 1934, as amended by subsequent enactments including the Telecommunications Act of 1996 (47 U.S.C. sec. 151 et seq.) and as hereafter amended.

**"Telecommunications carrier"** means a telecommunications provider that is a telecommunication utility as defined in ORS 759.005 or successor statutes or a cooperative corporation formed under ORS Chapter 62 that provides telecommunications service as defined in ORS 759.005 or successor statutes. It is often known as the incumbent local exchange carrier.

**"Telecommunications facilities"** means the plant and equipment, other than customer premises equipment, including but not limited to line, pipe, wire cable, fiber, etc. occupying the public way, used, designed or intended for use by a telecommunications provider to provide telecommunications services.

**"Telecommunications provider"** means: (1) any person that provides telecommunications services to any person or premises within the City, including both telecommunication carriers and non-carrier providers; (2) any person that directly or indirectly owns, leases, operates, manages, or otherwise controls telecommunications facilities which occupy public way within the City; (3) any person that is directly or indirectly owned or controlled by any person described in this definition; and includes every person that directly or indirectly owns, controls, operates or manages plant, equipment or property within the City which is used, or to be used for the purpose of offering telecommunication services. For purposes of this definition, "owns" or "controls" means that one person or entity owns more than 25% of the stock or assets or has more than 25% common partners, directors or owners with another entity. In addition, any person that leases, purchases or otherwise receives telecommunications service or use of a telecommunications facility for less than a reasonable price, so as to create a reasonable inference that the two parties did not deal at arm's length, shall be deemed to be owned or controlled by the second party.

**"Telecommunications service"** means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming or any other information between or among points by wire, cable, fiber optics, or by laser, microwave, radio, satellite or similar wireless facilities, with or without benefit of any closed transmission medium and without regard to the nature of the transmission protocol employed, but does not include: (1) cable television services; (2) private telecommunications network services; (3) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; (4) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act of 1996; (5) services provided solely for the purpose of providing internet service to the customer; (6) public safety radio systems; (7) mobile service within the meaning of 47 U.S.C. Section 153(33) (2012); and services to devices exclusively utilizing electromagnetic spectrum unlicensed by the Federal Communications Commission.

**"Telecommunications System"** see "Telecommunication facilities" above.

**"Telecommunications Utility"** has the same meaning as given in ORS 759.005(1).

**"Utility easement"** means any easement granted to or owned by the City and acquired, established, dedicated or devoted for public utility purposes.

**"Utility facilities"** means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cable, wires, plant and equipment located under, on, or above the surface of the ground within the public right of way of the City and used or to be used for the purpose of providing utility or telecommunication services. (Ord. 3460, 2016)

**9.25.010 Purpose.** The purpose and intent of this Chapter are to:

- A. Respond to increased use of the public way by telecommunication providers and to technological advances in the telecommunications industry;
- B. Comply with the 1996 Telecommunications Act as it applies to local governments, telecommunications providers and the services those providers offer;
- C. Encourage the provision of advanced and competitive telecommunications services on the widest possible basis to businesses, institutions and residents of the City on a competitively neutral basis;
- D. Permit and manage reasonable access to the public way of the City for telecommunications purposes on a competitively neutral basis and conserve the limited physical capacity of the public way held in trust by the City;
- E. Assure that the City's current and ongoing costs of granting and regulating private access to and the use of the public way are fully compensated by the persons seeking such access and causing such costs;
- F. Recognize the public way as a valuable City asset and secure fair and reasonable compensation to the City and its residents for permitting private use of the public way and for physical damage and aesthetic harm to the public way from construction and installation of facilities in the public way;
- G. Assure that all telecommunications providers occupying the public way with telecommunication facilities obtain a franchise and comply with the ordinances, rules and regulations of the City;
- H. Enable the City to discharge its public trust consistent with the rapidly evolving federal and state regulatory policies, industry competition and technological development; and
- I. Assure telecommunications providers that investing in infrastructure in the City is a secure and wise investment, while reserving to the City the ability to respond to new developments in the industry at the time of franchise renewal and by amending its ordinances.
- J. Recognize that the City's grant of a franchise is in the nature of a license in exchange for a fee, rather than a contract.

(Ord. 3133 § 2, 2003; Ord. 3063 § 2, 2000) (Ord. 3294, § 2, 12-8-2008)

**9.25.020 Jurisdiction and management of the public way.**

- A. The City has jurisdiction and exercises regulatory management over the public way whether the City has a fee, easement or other legal interest in the public way and whether the legal interest was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.
- B. No person may occupy or encroach on a public way or other City property without the permission of the City. The City grants permission to use public way by franchises and permits.
- C. The City retains the right and privilege to cut or move any telecommunications facilities located within the public way as the City may determine to be necessary, appropriate or useful in response to a public health or safety emergency.

(Ord. 3063 § 2, 2000)

**9.25.030 Regulatory fees and compensation not a tax.** The fees provided for in this chapter and any compensation charged and paid for use of the public way provided for in this Chapter are not a tax and are separate from, and in addition to, any and all federal, state, local and City charges as may be levied, imposed or due from a telecommunications provider, its customers or subscribers, or on account of the lease, sale, delivery or transmission of telecommunications services. (Ord. 3063 § 2, 2000)

**9.25.040 Overview of franchise requirements.**

- A. All telecommunications providers who occupy the public way in the City or provide telecommunications services to customers in the City must obtain a franchise from the City. For purposes

of this Section, "occupy" the public way means to own, lease, rent or possess the right to make physical changes to a telecommunications facility in the public way

**B.** A telecommunications provider that holds a current, valid franchise from the City may continue to provide the services authorized by its franchise for the duration of the current term of the franchise.

**C.** Nothing in this Chapter is intended to override state or federal law, and any provision that would conflict with state or federal law if applied to a particular grantee shall be unenforceable to the extent of the conflict and only to that extent.

(Ord. 3294, § 3, 12-8-2008) (Ord. 3133 § 3, 2003; Ord. 3063 § 2, 2000)

**9.25.050 Reserved.**

Editor's note: Ord. No. 3294, § 4, adopted Dec. 8, 2008, repealed § 9.25.050, which pertained to Telecommunications franchise and derived from Ord. 3063 § 2, 2000 and Ord. 3133 § 5, 2003. See also the Code Comparative Table and Disposition List.

**9.25.060 Application.** Any person that desires a telecommunications franchise shall file with the City Recorder an application which includes the following information:

**A.** The identity and legal status of the applicant, including the name, address and telephone number of the duly authorized officer, agent or employee responsible for the accuracy of the information required on the application and the duly authorized officer, agent or employee to be contacted in case of an emergency.

**B.** A description of the type of telecommunications services that are to be offered or provided by the applicant to customers within the City; a description of the general types and locations of telecommunication facilities that the applicant currently owns or leases within the City; and a description of the general types and locations of telecommunication facilities that the applicant intends to construct within the City within two years of obtaining a franchise.

**C.** Engineering plans, specifications and a network map of the facilities located within the public rights of way in the City, including the location and route requested for applicant's proposed telecommunications facilities. The City may require the information to be provided in electronic form readable by City computers or may specify another format.

**D.** The area or areas of the City the applicant desires to serve and a preliminary construction schedule for build-out to the entire franchise area.

**E.** Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide the telecommunications services proposed including, but not limited to, the appropriate license from the Oregon Public Utility Commission (PUC) or the Federal Communication Commission (FCC).

**F.** An accurate map showing the location of any existing telecommunications facilities, if any, in the City that applicant intends to use or lease.

(Ord. 3294, § 5, 12-8-2008) (Ord. 3133 § 6, 2003; Ord. 3070 § 2, 2000)

**9.25.070 Application review fee.** An application review fee as set by Council resolution shall be paid to the City as part of the application filed pursuant to the above Section 9.25.060. (Ord. 3133 § 7, 2003; Ord. 3070 § 3, 2000)

**9.25.080 Determination by the City.** The City shall issue a written determination granting or denying the application in whole or in part. If the application is denied, the written determination shall include the reasons for denial. A denial may be appealed to the City Council which shall resolve the appeal in the manner provided in Section 9.25.190. (Ord. 3133 § 8, 2003; Ord. 3063 § 2, 2000)

**9.25.090 Rights granted.** No franchise granted pursuant to this Chapter shall convey any right, title or interest in the public way, but shall be deemed a grant to use and occupy the public way for the limited purposes and term and upon the conditions stated in the franchise agreement. (Ord. 3133 § 9, 2003; Ord. 3063 § 2, 2000)

**9.25.100 Term and renewal of franchises.**

**A.** Unless otherwise specified in a franchise agreement, a telecommunications franchise granted hereunder shall be in effect for an initial term of three years. Subject to conditions stated in this Code and

ORDINANCES C  
ATTACHMENT #1

unless otherwise specified in a franchise agreement, telecommunication franchises shall be automatically renewed for additional three-year terms, running from the anniversary of the grant of the initial franchise, up to a total of five terms including the initial term. A grantee desiring termination of a franchise after the initial term, but prior to any such renewal(s), must provide the City with written notice of such intent to terminate certifying that it will no longer be providing telecommunication services within the City of Roseburg at least 30 days prior to the date of renewal of said franchise.

**B.** A grantee shall be entitled to automatic renewal of its franchise for additional three-year terms, up to a total of five terms including the initial term, subject to and contingent upon the following conditions:

1. In the City's judgment, the public way has sufficient capacity to accommodate the grantee's existing and proposed facilities;
2. The grantee continues to meet the legal requirements for providing service in the City;
3. The grantee has complied with all the requirements of this Chapter and its franchise;
4. Applicable federal, state and local laws, rules and policies allow the grantee to continue its operations in the City;
5. The grantee agrees to comply with such additional requirements as may be imposed under Subsection C. of this Section.

**C.** As a condition of each automatic renewal of a franchise, the City, upon written notice provided to the grantee at least sixty (60) days prior to the renewal date, may require the grantee to:

1. Pay additional compensation, or pay compensation calculated in a different manner, for the rights granted by the franchise. Any additional or new compensation requirement shall be consistent with the requirements imposed on other similarly situated grantees at the time of renewal.
2. Comply with any amendments to this Chapter or other applicable provisions of this Code that the City has adopted since the franchise was granted.
3. Agree to amendments to the franchise based on changes to state or federal law; and
4. Execute a modification agreement setting forth all such amended terms of the franchise.

**D.** After the term of the initial franchise and maximum renewals provided for in this Section have expired, a grantee must apply for a new franchise under the same terms and conditions as apply to new franchise applications at the time and pay a fee as set by Council resolution to cover the cost of the City's review of the application. An application for a new franchise must be submitted not less than 180 days prior to expiration of the existing franchise and must contain the following information:

1. The information required pursuant to Section 9.25.060 of this Chapter; and
2. Any information required pursuant to the franchise agreement between the City and the grantee.

(Ord. No. 3353, § 1, 7-26-2010) (Ord. 3133 § 12, 2003; Ord. 3063 § 2, 2000)

**9.25.110 Franchise Fee.** Each grantee shall pay to the City a franchise fee as follows:

**A.** A telecommunications carrier shall pay seven percent (7%) of its gross revenue derived from exchange access services, as defined in ORS 401.710 or a successor statute, less net uncollectibles from such revenue. The fee shall be paid to the City on a quarterly basis, based on the revenues derived from the quarter just passed, not more than 30 days following the end of the quarter.

**B.** A non-carrier provider that serves customers in the City shall pay five per cent (5%) of its gross revenue. The fee shall be paid to the City on a quarterly basis, based on the revenues derived from the quarter just passed, not more than thirty (30) days following the end of the quarter.

**C.** A non-carrier provider that occupies the public way but has no customers in the City shall pay an annual fee of two dollars (\$2.00) for each linear foot of the public way occupied by its facilities. The fee shall be adjusted annually in accordance with the Consumer Price Index for Portland, Oregon. The fee shall be paid by January 31 of each year, based on the linear feet of public way occupied by grantees facilities as of December 31 of the prior year. For the year in which grantee first obtains a franchise, the fee may be prorated on a monthly basis from the date of issuance of a permit to construct facilities in the public way, to December 31 of said year. Such proration shall not be applied in subsequent years.

ORDINANCES C  
ATTACHMENT #1

D. A person that holds a franchise for a private communications network shall pay an annual fee of two dollars (\$2.00) for each linear foot of the public way occupied by its facilities. The fee shall be adjusted annually in accordance with the Consumer Price Index for Portland, Oregon. The fee shall be paid by January 31 of each year, based on the linear feet of public way occupied by grantee's facilities as of December 31 of the prior year. For the year in which grantee first obtains a franchise, the fee may be prorated on a monthly basis from the date of issuance of a permit to construct facilities in the public way, to December 31 of said year.

E. A telecommunications provider that serves customers in the City and, on the effective date of this ordinance, holds a valid franchise authorizing it to occupy the public way and pay a fee by the linear foot, may, until the expiration of the current term of such franchise, continue to pay at the per-foot fee set by Council resolution in effect at the time this Ordinance is adopted, as adjusted for inflation, or may elect to pay a fee calculated according to Paragraph B of this section

F. Any grantee that fails to pay the franchise fee when due, shall be charged a penalty of ten percent and the legal rate of interest established by state statute, on such unpaid balance.  
(Ord. 3294, § 6, 12-8-2008)

**9.25.115 Operation without a franchise.** A telecommunications provider that occupies the public way without a franchise, provides services to customers in the City without a franchise or provides services not authorized by its franchise shall pay the City a fee of six per cent (6%) of gross revenues, plus interest and penalties as described in section 9.25.110F. (Ord. 3294, § 7, 12-8-2008)

**9.25.120 Amendment of franchise.** Conditions for amending a franchise are as follows:

A. If any grantee desires to extend or locate its telecommunications facilities in a public way of the City which is not included in a franchise previously granted by the City, an amendment to the franchise will be required.

B. If the City orders a grantee to locate or relocate its telecommunications facilities in a public way not included in a previously granted franchise, the City shall grant an automatic amendment without an additional fee.

C. An amended franchise shall be required of any grantee that desires to provide a different type of a service (e.g., cable, telephony) which was not included in a franchise previously granted by the City. An amendment to a franchise will not be required if a grantee adds new or enhanced services of the same type authorized by its existing franchise - e.g., a cable service provider offers digital music service as well as video, or a telephonic service provider adds features like call waiting, call forwarding or caller i.d.  
(Ord. 3133 § 13, 2003; Ord. 3063 § 2, 2000)

**9.25.130 Reserved.**

Editor's note: Ord. No. 3353, § 2, adopted July 26, 2010, repealed § 9.25.130, which pertained to renewal applications and derived from Ord. 3133 § 14, 2003; Ord. 3063 § 2, 2000.

**9.25.140 Reserved.**

Editor's note: Ord. No. 3353, § 2, adopted July 26, 2010, repealed § 9.25.140, which pertained to renewal of franchise and derived from Ord. 3133 § 15, 2003; Ord. 3063 § 2, 2000.

**9.25.150 Obligation to cure as a condition of renewal.** No franchise shall be renewed until any and all ongoing violations or defaults in the grantee's performance of the franchise, or of the requirements of this Chapter, have been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City. (Ord. 3133 § 16, 2003; Ord. 3063 § 2, 2000)

**9.25.160 Assignments or transfers of system or franchise.** Ownership or control of a majority interest in a telecommunications franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed. The City may attach reasonable conditions to its consent, such as, but not limited to:

ORDINANCES C  
ATTACHMENT #1

- A. Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of the franchise.
- B. The approval shall be effective only when the assignee or transferee has demonstrated that it has the legal, technical, financial and other qualifications required by law to own, hold and operate the telecommunications system pursuant to this Chapter.
- C. Unless otherwise provided in a franchise agreement, the grantee shall reimburse the City for all direct and indirect fees, costs and expenses reasonably incurred by the City in considering a request to transfer or assign a telecommunications franchise, including the reasonable cost of the professional consultation on legal, technical or financial issues related to the transfer or assignment.  
(Ord. 3133 § 17, 2003; Ord. 3063 § 2, 2000)

**9.25.170 Revocation or termination of franchise.** A franchise to use or occupy public way of the City may be revoked for any of the following reasons:

- A. Construction or operation in the City or in the public way of the City without a construction permit.
- B. Construction or operation at an unauthorized location.
- C. Failure to comply with Section 9.25.160 herein with respect to sale, transfer or assignment of a telecommunications system or franchise.
- D. Misrepresentation by or on behalf of a grantee in any application to the City.
- E. Abandonment of telecommunications facilities in the public way.
- F. Failure to relocate or remove facilities as required in this Chapter.
- G. Failure to pay taxes, compensation, fees or costs when and as due the City under this Chapter.
- H. Insolvency or bankruptcy of the grantee.
- I. Violation of a material provision of this Chapter.
- J. Violation of a material term of a franchise agreement.  
(Ord. 3133 § 18, 2003; Ord. 3063 § 2, 2000)

**9.25.180 Notice and duty to cure.** In the event that the City believes that grounds exist for revocation of a franchise, the City shall give the grantee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the grantee a reasonable period of time, not exceeding thirty (30) days, to furnish evidence that:

- A. Corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;
- B. The allegation of a violation or noncompliance is incorrect; and/or
- C. It would be in the public interest to impose some penalty or sanction less than revocation.  
(Ord. 3133 § 19, 2003; Ord. 3063 § 2, 2000)

**9.25.190 Hearing.** In the event that a grantee fails to provide evidence reasonably satisfactory to the City as provided in Section 9.25.180, the City Manager shall refer the apparent violation or noncompliance to the City Council. The City Council shall provide the grantee with notice and a reasonable opportunity to be heard concerning the matter. The hearing may be before the City Council, or at its discretion, the Council may appoint a hearings official to receive evidence and arguments and to prepare a report to the Council.  
(Ord. 3133 § 20, 2003; Ord. 3063 § 2, 2000)

**9.25.200 Standards for revocation or lesser sanctions.** If persuaded that the grantee has violated or failed to comply with material provisions of this Chapter or a franchise agreement, the City Council shall determine whether to revoke the franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

- A. The misconduct was egregious.
- B. Substantial harm resulted.
- C. The violation was intentional.
- D. There is a history of prior violations of the same or other requirements.
- E. There is a history of overall compliance.
- F. The violation was voluntarily disclosed, admitted or cured.
- G. Any other fact or circumstance that, in the City Council's judgment, is relevant to the severity of the violations.

(Ord. 3133 § 21, 2003: Ord. 3063 § 2, 2000)

**9.25.210 General construction and location of facilities in the public way.** No person, telecommunications provider or grantee shall commence or continue with the construction, installation or operation of telecommunication facilities in a public way except as provided in Sections 9.25.220 through 9.25.320, and in compliance with Chapter 4.02 of this Code and the applicable rules of the City. (Ord. 3133 § 22, 2003: Ord. 3063 § 2, 2000)

**9.25.220 Construction codes.** Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations, including the National Electrical Code and the National Electrical Safety Code. (Ord. 3133 § 23, 2003: Ord. 3063 § 2, 2000)

**9.25.230 Construction permits.** No person, telecommunications provider or grantee shall construct or install any telecommunications facilities in a public way without first obtaining a permit and paying the fees required by Chapter 4.02 of this Code. No permit shall be issued for the construction or installation of telecommunications facilities in a public way unless the person or telecommunications provider has first applied for and received a franchise pursuant to this Chapter. (Ord. 3133 § 24, 2003: Ord. 3063 § 2, 2000)

**9.25.240 Applicant's verification.** All construction permit applications shall be accompanied by the verification of a registered professional engineer, or other qualified and duly authorized representative of the applicant, that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations. (Ord. 3133 § 25, 2003: Ord. 3063 § 2, 2000)

**9.25.250 Construction schedule.** All construction permit applications shall be accompanied by a written construction schedule, which shall include a deadline for completion of construction. The construction schedule is subject to approval by the City's Public Works Director. The grantee shall promptly complete all construction activities so as to minimize disruption of the public way and other public and private property. All construction work within the public way, including restoration, must be completed within 90 days of the date of issuance of the construction permit unless an extension or an alternate schedule has been approved by the City's Public Works Director. (Ord. 3133 § 26, 2003: Ord. 3063 § 2, 2000)

**9.25.260 Coordination of construction activities.** All grantees are required to make a good faith effort to cooperate with the City, including, but not limited to the following:

**A.** By January 1 of each year, grantees shall provide the City with a schedule of their proposed construction activities in, around, or that may affect, the public way;

**B.** Non-carrier providers shall also provide the City with a written statement certifying the number of linear feet of public way occupied by their facilities as of December 31st of the prior year;

**C.** If requested by the City, each grantee shall meet with the City annually or as determined by the City, to schedule and coordinate construction in the public way. At that time, the City will provide available information on plans for local, state and/or federal construction projects; and

**D.** All construction locations, activities and schedules shall be coordinated, as ordered by the Public Works Director or his designee, to minimize public inconvenience, disruption or damage.

(Ord. 3133 § 27, 2003: Ord. 3063 § 2, 2000)

**9.25.270 Noncomplying work.** Within sixty (60) days following written notice from the City to remove the facilities, which notice shall not be issued until the grantee has had a reasonable opportunity, not to exceed sixty (60) days, to correct noncomplying conditions, all work which does not comply with the construction permit, the approved or corrected plans and specifications for the work, or the requirements of this Chapter, shall be removed at the sole expense of the grantee. (Ord. 3133 § 28, 2003: Ord. 3063 § 2, 2000)

**9.25.280 As-built drawings.** If requested by the city, the grantee shall furnish the City with two (2) complete sets of plans drawn to scale and certified to the City as accurately depicting the location of all telecommunications facilities constructed pursuant to the construction permit. These plans shall be submitted to the City's Public Works Director or designee within sixty (60) days after completion of construction, in a format acceptable to the City. (Ord. 3133 § 29, 2003: Ord. 3063 § 2, 2000)

**9.25.290 Location of facilities.** All facilities located within the public way shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified in a franchise agreement:

**A.** Wherever existing electric utilities, cable facilities and telecommunication facilities are located underground within a public way of the City, a grantee with permission to occupy the same public way must also locate its telecommunications facilities underground.

**B.** Whenever all new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public way of the City, a grantee that currently occupies the same public way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public way, absent extraordinary circumstances or undue hardship as determined by the City's Public Works Director and consistent with applicable state and federal law.

**C.** The Public Works Director may require grantees to coordinate construction schedules and to co-locate facilities in the public way where the coordination or co-location requirements do not unreasonably interfere with any of the grantees' operations. The Public Works Director shall require a co-locating grantee to provide reasonable compensation to another grantee whose facilities it shares if necessary or appropriate to prevent unjust enrichment of the co-locating grantee.

(Ord. 3133 § 30, 2003: Ord. 3063 § 2, 2000)

**9.25.300 Interference with the public way.** No grantee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public way by the City, by the general public or by other persons authorized to use or be present in or upon the public way. All use of the public way shall be consistent with Chapter 4.02 of this Code and applicable rules and policies. (Ord. 3133 § 31, 2003: Ord. 3063 § 2, 2000)

**9.25.310 Relocation or removal of facilities.** Within sixty (60) days following written notice from the City or such shorter time as the City may prescribe because of an emergency, a grantee shall, at no expense to the City, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

**A.** The construction, repair, maintenance or installation of any City or other public improvements in the public way.

**B.** The operations of the City or other governmental entity in the public way.

**C.** The public interest.

(Ord. 3133 § 32, 2003: Ord. 3063 § 2, 2000)

**9.25.320 Removal of unauthorized facilities.** Within sixty (60) days following written notice from the City, any grantee, telecommunications provider, or other person that owns, controls or maintains any unauthorized telecommunications system, facility, or related appurtenances within the public way of the City shall, at its own expense, remove such facilities or appurtenances from the public way of the City. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

**A.** One year after the expiration or termination of a telecommunications franchise previously granted to this Chapter.

**B.** Upon abandonment of a telecommunications facility within the public way of the City. A telecommunications facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and authorized purpose for a period of ninety (90) days or longer. Such facility will not be considered abandoned if it is temporarily out of service for repairs, upgrading or replacement or is an addition to or expansion of a telecommunications facility in use, which addition or expansion has been installed to provide excess capacity to serve future needs.

**C.** If the telecommunications system or facility was constructed or installed without the appropriate prior authority at the time of installation.

**D.** If the telecommunications system or facility was constructed or installed at a location not permitted by the grantee's telecommunications franchise or other legally sufficient permit.

(Ord. 3133 § 33, 2003: Ord. 3063 § 2, 2000)

**9.25.330 General franchise provisions--Facilities.** Upon request, each grantee shall provide the City with an accurate map or maps certifying the location of all of the grantee's telecommunications facilities within the public way. Each grantee shall provide updated maps annually. Non-carrier providers shall also provide a written certification of the total linear feet of public way occupied by its facilities as of December 31st of the prior year, or as of any date requested by the City. (Ord. 3133 § 34, 2003; Ord. 3063 § 2, 2000)

**9.25.340 Damage to grantee's facilities.** Unless directly and proximately caused by willful, intentional or malicious acts by the City, the City shall not be liable for any damage to or loss of any telecommunications facility within the public way of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public way by or on behalf of the City, or for any consequential losses resulting directly or indirectly therefrom. (Ord. 3133 § 35, 2003; Ord. 3063 § 2, 2000)

**9.25.350 Duty to provide information.** Within ten (10) business days of a written request from the City, each grantee shall furnish the City with information sufficient to demonstrate that grantee has complied with all requirements of this Chapter. All books, records, maps and other documents, maintained by the grantee with respect to its facilities within the public way shall be made available for inspection by the City at reasonable times and intervals. (Ord. 3133 § 36, 2003; Ord. 3063 § 2, 2000)

**9.25.360 Service to the City.** If the City contracts with the grantee for the use of telecommunications facilities, telecommunication services, installation or maintenance, the grantee shall charge the grantee's most favorable rate offered at the time of the request charged to similar users within Oregon for a similar volume of service, subject to any grantee's tariffs or price lists on file with the Oregon Public Utilities Commission. With the City's permission, the grantee may deduct the applicable charges from fee payments. Other terms and conditions of such services may be specified in a separate agreement between the City and the grantee. (Ord. 3133 § 37, 2003; Ord. 3063 § 2, 2000)

**9.25.370 Cable franchise.** Any person, persons or entity providing cable service exclusively shall be subject to the cable franchise requirements in Chapter 9.10 of this Code rather than the requirements of this Chapter. (Ord. 3133 § 38, 2003; Ord. 3063 § 2, 2000)

**9.25.380 Leased capacity.** A grantee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to another telecommunications provider for resale or service to end-user customers; provided that the grantee shall notify the City that such lease or agreement has been granted to a customer or lessee. The person who acquires capacity or bandwidth in such arrangement also must obtain a franchise and pay franchise fees as provided in this Chapter. (Ord. 3133 § 39, 2003; Ord. 3063 § 2, 2000) (Ord. 3294, § 8, 12-8-2008)

**9.25.390 Grantee insurance.** Unless otherwise provided in a franchise agreement, each grantee shall, as a condition of the franchise, secure and maintain the following liability insurance policies insuring both the grantee and the City, and its elected and appointed officers, officials, agents and employees as coinsured:

**A. (1)** Comprehensive general liability insurance with limits not less than three million dollars (\$3,000,000) for bodily injury or death to each person; **(2)** three million dollars (\$3,000,000) for property damage resulting from any one accident; and **(3)** three million dollars (\$3,000,000) for all other types of liability.

**B.** Automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars (\$1,000,000) for each person and three million dollars (\$3,000,000) for each accident.

**C.** Workers' compensation within statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

**D.** Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars (\$3,000,000).

**E.** The liability insurance policies required by this Section shall be maintained by the grantee throughout the term of the telecommunications franchise, and such other period of time during which the grantee is operating without a franchise hereunder, or is engaged in the removal of its telecommunications facilities. Each such insurance policy shall contain the following endorsement:

ORDINANCES C  
ATTACHMENT #1

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the City of Roseburg, by registered mail, of a written notice addressed to the City Recorder of such intent to cancel or not to renew."

F. Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the grantee shall obtain and furnish to the City evidence that grantee meets requirements of this Section.

G. As an alternative to the insurance requirements contained herein, a grantee may provide evidence of self-insurance subject to review and acceptance by the City.  
(Ord. 3133 § 40, 2003; Ord. 3063 § 2, 2000)

**9.25.400 General indemnification.** To the extent permitted by law, each grantee shall defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunication facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by this Chapter or by a franchise agreement made or entered into pursuant to this Chapter. (Ord. 3133 § 41, 2003; Ord. 3063 § 2, 2000)

**9.25.410 Performance surety.** Before a franchise granted pursuant to this Chapter is effective, and as necessary thereafter, the grantee shall provide a performance bond, in form and substance acceptable to the City, as security for the full and complete performance of a franchise granted under this Chapter, including any costs, expenses, damages or loss the City pays or incurs because of any failure attributable to the grantee to comply with the codes, ordinances, rules, regulations or permits of the City. This obligation is in addition to the performance surety required by Chapter 4.02 of this Code. (Ord. 3133 § 42, 2003; Ord. 3063 § 2, 2000)

**9.25.420 Consent.** Wherever the consent of either the City or of the grantee is specifically required by this Chapter, or in a franchise granted, such consent will not be unreasonably withheld. (Ord. 3133 § 43, 2003; Ord. 3063 § 2, 2000)

**9.25.430 Confidentiality.** The City agrees to use its best efforts to preserve the confidentiality of trade secrets or other information that reasonably may be deemed confidential, as requested by a grantee, to the extent permitted by the Oregon Public Records Law and to the extent consistent with other provisions of this Chapter. (Ord. 3133 § 44, 2003; Ord. 3063 § 2, 2000)

**9.25.440 Governing law--Venue.** Any franchise granted under this Chapter is subject to the provisions of the Constitution and laws of the United States, and the State of Oregon and the ordinances and Charter of the City. Any action or suit pertaining to rights and obligations arising from this Chapter or any franchise or permit granted pursuant to this Chapter or Chapter 4.02 of this Code shall be filed in the Circuit Court of Douglas County, Oregon. (Ord. 3133 § 45, 2003; Ord. 3063 § 2, 2000)

**9.25.450 Written agreement.** No franchise shall be granted hereunder unless the agreement is in writing. (Ord. 3133 § 46, 2003; Ord. 3063 § 2, 2000)

**9.25.460 Nonexclusive grant.** No franchise granted under this Chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public rights of way of the City for delivery of telecommunications services or any other purposes. (Ord. 3133 § 47, 2003; Ord. 3063 § 2, 2000)

**9.25.470 Severability and preemption.** If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Chapter is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decisions, the remainder of the Chapter shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions

ORDINANCES C  
ATTACHMENT #1

hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Chapter shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Chapter, then the provision shall be read to be preempted to the extent and/or the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no long preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding, without the requirement of further action on the part of the City, and any amendments hereto. (Ord. 3133 § 48, 2003: Ord. 3063 § 2, 2000)

**9.25.480 Other remedies.** Nothing in this Chapter shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter. (Ord. 3133 § 49, 2003: Ord. 3063 § 2, 2000)

**9.25.490 Compliance with laws.** Any grantee under this Chapter shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all ordinances, resolutions, rules and regulations of the City heretofore or hereafter adopted or established during the entire term any franchise granted under this Chapter, which are relevant and relate to the construction, maintenance and operation of a telecommunications system. (Ord. 3133 § 50, 2003: Ord. 3063 § 2, 2000)

**9.25.500 Application to existing ordinances and agreements.** To the extent that this chapter is not in conflict with and can be implemented with existing ordinances and franchise agreements, this Chapter shall apply to all existing ordinances and franchise agreements for use of the public right of way for telecommunications. (Ord. 3133 § 51, 2003: Ord. 3063 § 2, 2000)

*CJC*  
*11/20/18*



# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

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## PROPOSED CODE AMENDMENT ENHANCED LAW ENFORCEMENT AREAS

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**Meeting Date:** November 26, 2018  
**Department:** City Recorder  
**www.cityofroseburg.org**

**Agenda Section:** Ordinances  
**Staff Contact:** Gary Klopfenstein  
**Contact Telephone Number:** 541-492-6760

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### ISSUE STATEMENT AND SUMMARY

The Council is asked to consider adding language to Roseburg Municipal Code (RMC) Section 7.12 that would expand the current enhanced law enforcement area within the City.

### BACKGROUND

**A. Council Action History.** On May 23, 2016, Council adopted an ordinance adding Chapter 7.12 "Enhanced Law Enforcement Areas" to the Roseburg Municipal Code (RMC). The Enhanced Law Enforcement Area (ELEA) is designated to protect the public from those whose illegal conduct poses a threat to safety and welfare.

**B. Analysis.**

Illegal activity continues to be a concern in the community, especially downtown. Currently, police officers cite offenders as appropriate, but many return to commit the same or additional illegal activities in the same or nearby areas. Expanding the enhanced law enforcement area to include additional area near downtown will provide Police with another tool to address criminal activities that moved to that area.

The code amendment also removes prohibited camping as a listed offense for which persons can be excluded from the area, and can be criminally prosecuted for re-entering the area. This amendment is necessary because of the recent City of Boise case.

**C. Financial and/or Resource Considerations.** There are no financial impacts in adopting this amendment.

**D. Timing Issues.** There are no timing issues.

### COUNCIL OPTIONS

The Council has the option to:

- Proceed with first reading of the proposed ordinance
- Direct Staff to make amendments to the ordinance
- Decline to take action on the ordinance.

**STAFF RECOMMENDATION**

Staff recommends the City Council proceed with first reading of the proposed ordinance.

**SUGGESTED MOTIONS**

No motion is necessary; only consensus to proceed with first reading of the ordinance

**ATTACHMENTS**

#1 - Proposed Ordinance

**ORDINANCE NO. 3517**

**AN ORDINANCE AMENDING SECTIONS 7.12.010 and 7.12.015 OF THE  
ROSEBURG MUNICIPAL CODE REGARDING ENHANCED LAW ENFORCEMENT  
AREAS**

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

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

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

**SECTION 1.** Section 7.12.010 Roseburg Municipal Code is hereby amended to read as follows:

**7.12.010 - Enhanced law enforcement areas.**

Enhanced law enforcement areas are designated to protect the public from those whose illegal conduct poses a threat to safety and welfare. Enhanced law enforcement areas include the area within the City of Roseburg encircled by the following boundary (and including those portions of the streets and rights-of-way mentioned herein): beginning at the railroad crossing of the CORP railroad right-of-way at SE Mosher Avenue, thence southeasterly along SE Mosher Avenue to SE Main Street, thence northeasterly along SE Main Street to SE Lane Avenue, thence southeasterly along SE Lane Avenue to SE Kane Street, thence northeasterly along SE Kane Street to SE Douglas Avenue, thence southeasterly along SE Douglas Avenue to SE Fowler Street, thence northerly along SE Fowler Street to NE Diamond Lake Boulevard, thence westerly along NE Diamond Lake Boulevard to SE Stephens Street and extending across SE Stephens Street along the same westerly line to the east bank of the South Umpqua River, thence upstream along the east bank of the South Umpqua River, taking in all the dry sand area, to the southerly side of the Oak Street bridge, thence easterly along SE Oak Ave. to the CORP railroad right-of-way, thence southwesterly along the CORP railroad right-of-way to the point of beginning.

**SECTION 2.** Section 7.12.015 Roseburg Municipal Code is hereby amended to read as follows:

**7.12.015 - Civil exclusion.**

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

A. Any assault, as defined by ORS 163.160 through 163.185 and 163.208;

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

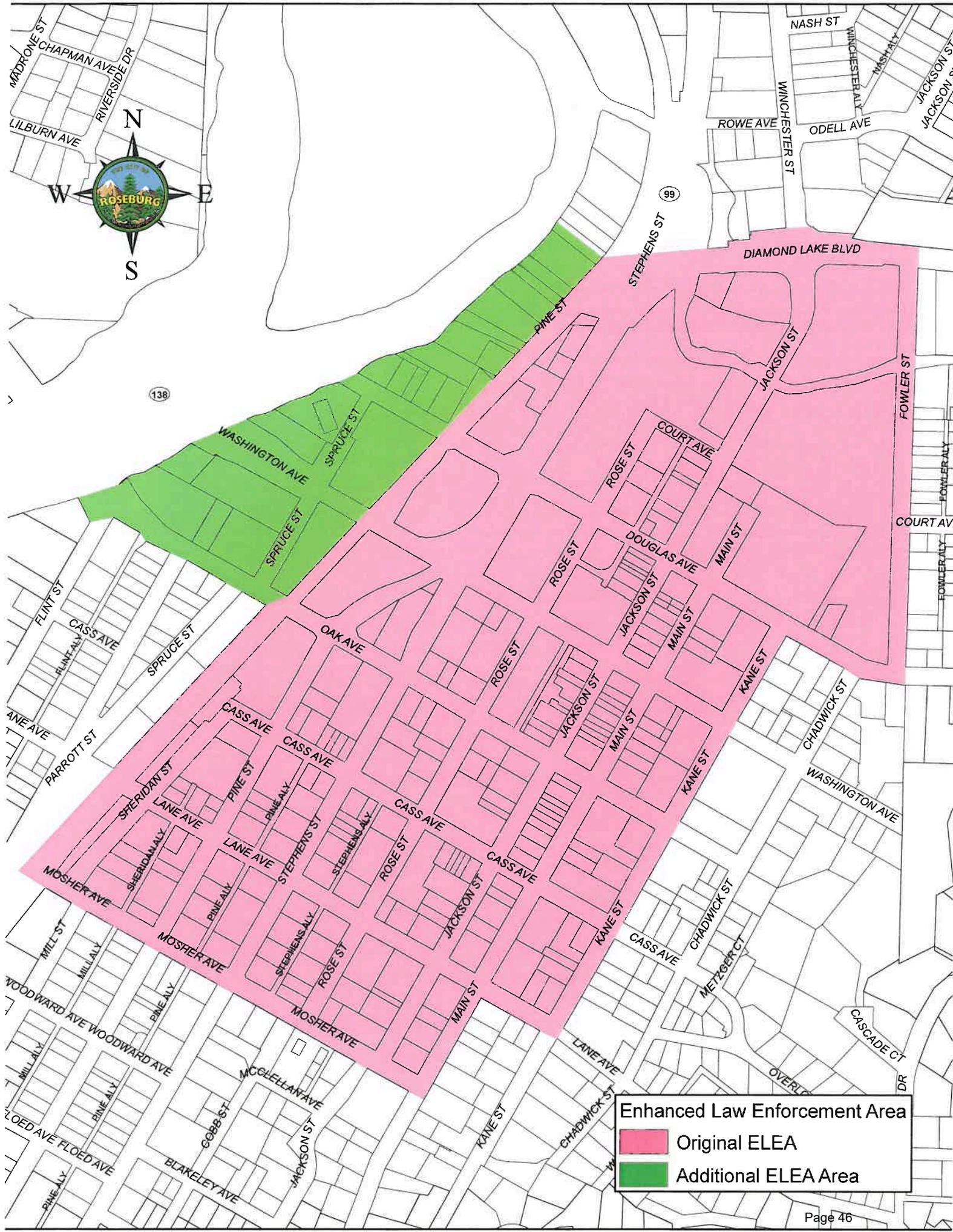
ADOPTED BY THE ROSEBURG CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2018.

APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
AMY L. SOWA, CITY RECORDER



**Enhanced Law Enforcement Area**

- Original ELEA
- Additional ELEA Area

*CJc*  
*11/20/18*

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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## PROPOSED ROSEBURG PUBLIC LIBRARY MEETING ROOM POLICY AND FEES

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**Meeting Date:** November 26, 2018  
**Department:** Library  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

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

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### ISSUE STATEMENT AND SUMMARY

The Roseburg Public Library (Library) opens in late 2018. A meeting room policy and fee schedule will provide a framework for the Library to offer public access to its meeting rooms for meetings, events and other gatherings.

### 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.** Roseburg Public Library underwent renovations and now has three large meeting rooms, two small conference rooms and two study rooms. City staff and the Douglas ESD have developed a meeting room policy that will provide guidelines for users to ensure the rooms are kept clean and accessible for everyone to use, and will mitigate damage and hazardous conditions.

In addition, it is appropriate for the Library to establish fees to help offset the cost of maintenance and repair from use of the rooms.

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

**D. Timing Considerations.** To ensure the meeting rooms are available for public use beginning in January 2019, the proposed resolutions should be adopted by the end of this calendar 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 November 20th meeting. The Commission recommended that the City Council adopt the policy and fee schedule that have been set forth for Council approval. Staff concurs with this recommendation.

**SUGGESTED MOTIONS:**

***"I MOVE TO ADOPT RESOLUTION NO. 2018-26"***

***"I MOVE TO ADOPT RESOLUTION NO. 2018-27"***

**ATTACHMENTS:**

**#1 – Proposed Resolution Implementing City of Roseburg Public Library Meeting Room Policy**

**#2 – Proposed Resolution Establishing Fees for Roseburg Public Library Meeting Rooms**

**RESOLUTION NO. 2018-26**

**A RESOLUTION IMPLEMENTING CITY OF ROSEBURG PUBLIC LIBRARY  
MEETING ROOM POLICY.**

**WHEREAS**, The Roseburg Public Library (“Library”) opens in late 2018, with the Douglas Education Service District scheduled to open in January, 2019; and

**WHEREAS**, Starting January 2019, meeting rooms inside the Library will be available for the public to use for meetings, events and other gatherings; and

**WHEREAS**, A meeting room policy will provide guidelines for users to ensure the rooms are kept clean and accessible for everyone to use, and will mitigate damage and hazardous conditions; and

**WHEREAS**, The Douglas Education Service District and Roseburg Public Library Commission have both reviewed and agreed upon the attached meeting room policy.

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

**Section 1.** The Roseburg Public Library Meeting Room Policy, attached hereto as Exhibit “A,” is hereby adopted and enforceable under Roseburg Municipal Code Chapter 1.06.

**Section 2.** 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 26<sup>TH</sup> DAY OF NOVEMBER, 2018.**

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**Amy L. Sowa, City Recorder**

## MEETING ROOM POLICY

Roseburg Public Library has several meeting rooms available for public use.

- Ford Family Room: capacity 104  
Available to the public when the building is unoccupied by staff. No technology provided (e.g., projector, computer).
- Deer Creek Room: capacity 80  
Available only when the building is occupied by staff. Projector available.
- South Umpqua Room: capacity 60  
Available only when the building is occupied by staff. Projector available.
- Multipurpose Room #1: capacity 9  
Available only when the building is occupied by staff. Single- and multipoint videoconferencing available.
- Multipurpose Room #2: capacity 9  
Available only when the building is occupied by staff. Single- and multipoint videoconferencing available.
- Study Room #1: capacity 6  
Available only when the building is occupied by staff. No technology provided.
- Study Room #2: capacity 6  
Available only when the building is occupied by staff. No technology provided.

## RESERVATION SYSTEM

Meeting room use is prioritized to Roseburg Public Library/City of Roseburg, Douglas Education Service District (ESD), and Friends of the Library. All other entities must contact the ESD at 541-440-4777 to reserve a room.

Users are limited to reserving any room no more than 12 times in one year. Reservations for the Ford Room will be accepted up to 12 months in advance of a meeting. Reservations for all other rooms will be accepted up to six months in advance.

## USE FEES

Fees must be paid by cash or check to City of Roseburg.

Roseburg Public Library/City of Roseburg/Douglas Education Service District/Friends of the Library events: no charge

Recognized veterans organizations: no charge

For all other uses:

- Ford Family Room: \$25 when the ESD and/or Library are open to the public; \$50 when the ESD and Library are closed
- Deer Creek Room: \$25
- South Umpqua Room: \$25

- Multipurpose Room #1: For meeting room only or single-point videoconferencing: \$25. For multipoint videoconferencing: contact ESD for quote.
- Multipurpose Room #2: For meeting room only or single-point videoconferencing: \$25. For multipoint videoconferencing: contact ESD for quote.
- Study Room #1: Available at no charge on a drop-in basis for two hours; time may be extended if no one is waiting.
- Study Room #2: Available at no charge on a drop-in basis for two hours; time may be extended if no one is waiting.

## **PARKING**

Free parking is available in the library lot and the public lot across Fowler Street east of the library.

## **PROHIBITED ACTIVITIES/USES**

The following is prohibited in all meeting rooms:

- Alcoholic beverages allowed in Ford Room only. An Alcohol Use Application must be completed and submitted to City of Roseburg Administration at 900 SE Douglas Ave., along with required OLCC permits. Contact 541-492-6866 for information.
- Animals other than service animals. 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.
- Any event at which an admission fee is charged.
- Any event at which future business will be solicited by a speaker through literature available at the meeting.
- Any event at which merchandise is offered for sale. Exceptions are made for Douglas ESD/Roseburg Public Library/Friends of the Library-sponsored events as well as vendors who have a City of Roseburg business license.
- Burning of any items, including candles or incense.
- Commercial activities.
- Smoking, vaping, or aerosolizing. Roseburg Public Library is a tobacco-free facility.
- Staples, tacks, nails, tape, or adhesives on painted surfaces.
- Violations of State and local Fire Codes and OSHA Regulations.
- Weapons of any kind, except as permitted by ORS 166.370.

## **RESPONSIBILITIES**

In case any claim, action, or proceeding is brought against the City in any forum whatsoever by reason of any obligation to be performed under the terms of meeting room use by the user or arising from any act or omission of the user or the attendees and the user shall, upon notice from City, defend at trial and on appeal the City at the sole expense of the user, by counsel of City's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.

To the fullest extent authorized by law, the user shall indemnify and hold harmless the City from and against any and all loss, cost, claim, damage, injury, or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of the user, subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act ORS 30.26030.300 and the Oregon Constitution.

By virtue of allowing use of a room, the City is not a partner or joint venturer with, or agent of, the user in connection with the activity carried on during use of the room.

Meeting rooms are provided in "as is" condition and order. During use of a room, the user must maintain and secure the room in good, clean, and safe condition. Before leaving, the room and any areas adjacent thereto affected by use of the room must be restored to the condition they were in immediately before commencement of use. Upon expiration of allotted time for use of room, users must peaceably and quietly quit and surrender the room in as good a condition as found. All extra materials must be removed. All garbage must be disposed of in the proper containers.

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

#### **DISCLAIMER**

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

RESOLUTION NO. 2018-27

A RESOLUTION ESTABLISHING FEES FOR ROSEBURG PUBLIC LIBRARY  
MEETING ROOMS.

**WHEREAS**, The Roseburg Public Library (“Library”) opens in late 2018; with the Douglas Education Service District scheduled to open in January, 2019; and

**WHEREAS**, Starting January 2019, meeting rooms inside the Library will be available for the public to use for meetings, events and other gatherings; and

**WHEREAS**, A meeting room policy has been drafted to provide guidelines for those using the room to ensure the rooms are kept clean and accessible for everyone to use, and will mitigate damage and hazardous conditions; and

**WHEREAS**, It is appropriate to set fees for the meeting room use to help offset the cost of maintenance and repair from use of the rooms.

**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 Meeting Rooms**

*(Fees must be paid by cash or check to City of Roseburg.)*

Roseburg Public Library/City of Roseburg/Douglas Education Service District/Friends of the Library: .....	No Charge
Recognized veterans organizations: .....	No Charge

For all other uses:

Ford Family Room:	
(when the ESD and/or Library are open to the public) .....	\$25.00
(when the ESD and Library are closed) .....	\$50.00
Deer Creek Room: .....	\$25.00
South Umpqua Room: .....	\$25.00
Multipurpose Room #1:	
For meeting room only or single-point videoconferencing: .....	\$25.00
For multipoint videoconferencing: .....	contact ESD for quote
Multipurpose Room #2:	
For meeting room only or single-point videoconferencing: .....	\$25.00
For multipoint videoconferencing: .....	contact ESD for quote

Study Room #1: .....No charge on a drop-in basis for two hours;  
time may be extended if no one is waiting.  
Study Room #2: ..... No charge on a drop-in basis for two hours;  
time may be extended if no one is waiting.

**Section 2.** 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 26<sup>TH</sup> DAY OF NOVEMBER, 2018.**

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**Amy L. Sowa, City Recorder**

*CJC*  
*11/20/18*

## ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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### West Avenue Main Extension Engineering Contract Award Recommendation 19WA04

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Meeting Date: November 26, 2018  
Department: Public Works  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

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

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#### ISSUE STATEMENT AND SUMMARY

Staff has completed the qualifications based selection process and negotiated a proposed scope and fee for design services related to the extension of a transmission main from West Avenue to Reservoir Hill. The issue for the Council is whether to award the engineering contract.

#### BACKGROUND

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

**B. Analysis.** There are two major transmission mains between the water treatment plant in Winchester and the City's main reservoir complex located on Bellview Court (Reservoir Hill). The mains were installed in phases between 1934 and 2013. The existing transmission mains vary in size from 20-inch to 30-inch and consist of various materials. The 30-inch transmission main terminates north of Reservoir Hill at West Avenue where it intertie's back into the 24-inch transmission main. The 24-inch main then functions as a single supply transmission main the remaining distance of approximately 1600 feet to the storage facilities at Reservoir Hill. The adopted Water System Master Plan recommends an extension of the 30-inch transmission main between West Avenue and Reservoir #7 in order to provide system redundancy to the reservoirs.

Staff issued a Request for Qualifications (RFQ) for engineering services related to this project on September 10<sup>th</sup>. The services requested as part of the RFQ may include the following:

- Route Analysis and Recommendation
- Evaluation of Pipe Size & Material
- Surveying
- Easements & Legal Descriptions
- Corrosion Protection
- Preliminary and Final Design
- Final Bid Documents
- Services During Bidding
- Bid Analysis and Recommendation
- Construction Management Services

Two statements of qualifications (SOQs) were received on October 4th. Interviews with both firms were held on October 19<sup>th</sup>. The two firms were then ranked by a review committee consisting of three Public Works staff members. The final rankings were as follows.

	<b>Proposer</b>	<b>Average Score</b>
1.	Murraysmith	87
2.	RH2 Engineering Inc.	80

Once the selection process was complete, staff began negotiating a scope and fee with the highest ranked proposer for engineering services through bidding.

**C. Financial and/or Resource Considerations.** The proposed not to exceed price for design services through bidding is \$183,881. The FY 2018-19 adopted Water Fund budget includes \$250,000 for this project. The Five Year Capital Improvement Plan includes \$2.225 million in FY19-20 to construct the project.

**D. Timing Issues.** The intent is to bid this job in the spring or early summer of 2019.

#### **COUNCIL OPTIONS**

The Council has the following options:

1. Award the contract for engineering services to Murraysmith for \$183,881; or
2. Request additional information; or
3. Recommend not moving forward with the project at this time.

#### **STAFF RECOMMENDATION**

Money has been budgeted and is available to design this project. The Public Works Commission discussed this contract at their November 8<sup>th</sup> meeting. The Commission recommended that the Council award the contract to Murraysmith for an amount not to exceed \$183,881. Staff concurs with this recommendation.

#### **SUGGESTED MOTION**

***I move to award an engineering design contract for the West Avenue Water Main Extension to Murraysmith, for an amount not to exceed \$183,881.***

**ATTACHMENTS** None

CJC  
11/20/18

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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## Water Management and Conservation Plan Engineering Services Contract Award Recommendation Project 19WA05

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Meeting Date: November 26, 2018  
Department: Public Works  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

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

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### ISSUE STATEMENT AND SUMMARY

The City is required to complete a Water Management and Conservation Plan (WMCP). Staff has negotiated a scope of work and fee proposal to complete this plan. The issue for the Council is whether to award a contract to complete the WMCP.

### BACKGROUND

**A. Council Action History.** None

**B. Analysis.** In Oregon, water rights are managed by the Oregon Water Resources Department. Obtaining a water right is basically a four step process. 1. Apply for a permit. 2. Build capacity to use the amount of water shown in the permit. 3. Prove beneficial use without waste. If all of these steps are accomplished, a water right certificate is issued (step 4).

The City has three primary water rights on the North Umpqua River totaling 20 million gallons per day (mgd). This includes two certificated water rights totaling 16 mgd, and one permitted water right for an additional 3.9 mgd. The City originally applied for the permitted water right in 1979 in order to accommodate future growth. To date, the City has not expanded the plant and cannot show beneficial use for this right. As such, the City has continued to apply for time extensions in order to keep the right in a permitted status. The most recent time extension was granted on September 29, 2015 and extends the time the City has to complete construction and prove beneficial use to October 1st, 2050. One of the conditions of the final order was that the City commission and submit a Water Management and Conservation Plan.

Per the OWRD's website, "*The purpose of a Water Management and Conservation Plan (WMCP) is to be a guide to the development and implementation of water management and conservation programs and policies to ensure sustainable use of water resources for municipal and agricultural water users. A WMCP provides a description of the water system, identifies the sources of water used by the community or district, and explains how the water supplier will manage and conserve supplies to meet future needs. Preparation of a WMCP is intended to represent a proactive evaluation of the management and conservation measures that suppliers can undertake.*"

The OWRD recently sent a letter to the City reminding staff of this requirement. In order to accomplish this work in a timely manner, staff researched consulting firms that had recently completed similar plans and reached out directly to RH2 to negotiate a scope and fee for this project.

**C. Financial and/or Resource Considerations.** Staff has negotiated a proposed scope and fee with RH2 Engineering Inc. for an amount not to exceed \$53,875 to prepare and submit a WMCP. The FY 2018-19 Water Capital Improvement Fund includes \$2.46 million for capital projects. While this project was not specifically identified, funding is available to complete the plan.

**D. Timing Issues.** Once the contract is executed, it will take approximately six months to complete the plan.

### **COUNCIL OPTIONS**

The Council has the following options:

1. Award an engineering contract to RH2 Engineering Inc. for \$53,875; or
2. Request additional information; or
3. Not award the contract and direct staff to utilize a different selection process. This will add four to six months to the process.

### **STAFF RECOMMENDATION**

Submitting the WCMP is a requirement in order to keep the permitted status of the currently unused water right. Money has been budgeted and is available to perform this work. The Public Works Commission discussed this contract at their November 8<sup>th</sup> meeting. The Commission recommended that the City Council award the contract to RH2 Engineering Inc. for an amount not to exceed \$53,875. Staff concurs with this recommendation.

### **SUGGESTED MOTION**

***I move to award an engineering contract to RH2 Engineering Inc. to prepare and submit a Water Management Conservation Plan for an amount not to exceed \$53,875.***

**ATTACHMENTS** None

*Stuart Cowie*  
11/20/18



**ROSEBURG CITY COUNCIL  
AGENDA ITEM SUMMARY**

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**National Flood Insurance Program & Community Rating System Update  
2018 Recertification Results**

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**Meeting Date: November 26, 2018**  
**Department: Community Development**  
**[www.cityofroseburg.org](http://www.cityofroseburg.org)**

**Agenda Section: Department Items**  
**Staff Contact: Stuart Cowie**  
**Contact Telephone Number: 541-492-6750**

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**ISSUE STATEMENT AND SUMMARY**

Every year flooding causes hundreds of millions of dollars' worth of damage to homes and businesses in the US. Standard homeowners and commercial property insurance policies do not cover flood losses. To provide this vital coverage, the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP). NFIP offers reasonably priced flood insurance to all properties in communities which comply with minimum standards for floodplain management.

The NFIP's Community Rating System (CRS) credits community efforts beyond those minimum standards by reducing flood insurance premiums for the community's property owners. The City of Roseburg entered the CRS program October 1994 as a Class 10 community which allowed its residents to purchase flood insurance. Over the next few years, Community Development staff documented more effective flood plain management to lower the City's classification to 9 in 1998 and to Class 8 in 2003. Each step in classification results in an additional 5% discount in flood insurance premiums; residents have received 10% discounts for the past 15 years.

CRS Floodplain Specialist, Marlene Jacobs, announced in July that Roseburg's 2018 recertification resulted in a Class 7 rating. As policies renew in mid-2019 rates will reflect a 15% discount.

**BACKGROUND**

- A. Council Action History.**  
Council recognizes the importance of protecting its residents and businesses from flooding. Since joining the CRS program in 1994 Council has supported sound floodplain management policies and practices by encouraging coordinated efforts between all city departments by enforcing sound development practices and training staff to implement them.
  
- B. Analysis.**  
Council adopts floodplain management ordinances and policies which support CRS efforts toward effective floodplain management practices, such as requiring new homes to be elevated at least one foot above the flood levels, continuously maintaining storm drainage facilities, attending promptly to problem areas, and an effective public outreach program to inform citizens of their flood risks.

One aspect of outreach is promoting the purchase of flood insurance to protect all properties in the City of Roseburg. Staff analysis of flood insurance coverage currently in effect finds that only about 20% of properties in the Special Flood Hazard Area (SFHA) are covered by flood insurance and that although properties near the SFHA backed by federal mortgages are not required to carry flood insurance flooding impacts them too often. The attached Flood Insurance Coverage Assessment memo details how increasing citizen awareness of flood hazards and promoting purchase of flood insurance policies in or near the floodplain maximizes benefits of this 15% rate reduction to residents. The memo recommends City Council direct staff to:

1. Increase direct mailings to property owners in these flood prone areas;
2. Initiate direct contact with residents near SFHA through site visits and community events.
3. Increase social media presence regarding the benefits of flood insurance, including the new city website, Facebook, and other digital media.

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

FEMA provides the City with floodplain policy data including number of residential and commercial policies, total value of insurance coverage, and total premiums paid for those policies.

Roseburg Total Value Insured 2018	\$52,217,000.00
Class 10 Total Premium	\$180,149.00
Class 7 Total Premium	\$153,127.00

Clearly, increasing the number of properties covered by flood insurance will maximize the effect of the discount and minimize financial impacts of flooding. Costs for implementation of the outreach project include additional postage, printing, and staff time.

**D. Timing Issues.**

Increasing outreach as 2018 flood season approaches will optimize the effects of the 15% discount to property owners as policies renew in 2019.

**COUNCIL OPTIONS**

1. Direct Staff to proceed with outreach project.
2. Delay outreach project until 2019 budget cycle.
3. Take no action.

**STAFF RECOMMENDATION**

Staff recommends Council direct staff to implement public outreach efforts toward increasing flood insurance coverage in the City of Roseburg within the 2018 budget cycle.

**SUGGESTED MOTION**

***"I move to direct staff to implement public outreach efforts toward increasing flood insurance coverage in the City of Roseburg within the 2018 budget cycle."***

ATTACHMENT #1: Flood Insurance Coverage Assessment Memo

## Flood Insurance Coverage Assessment

City of Roseburg Oregon 410067  
26 November 2018

The Flood Insurance Coverage Assessment consists of a 5-part process.

### Step 1 - Collect Flood Insurance Information:

City of Roseburg staff began the process by collecting flood insurance information including the most recent Insurance Zone and Insurance Occupancy data sheets from FEMA, and the City's GIS system data.

### Step 2 - Determine Level of Flood Insurance Coverage:

City of Roseburg CRS Program Data Form provides documentation that 1405 buildings are constructed within FEMA's mapped Special Flood Hazard Area (SFHA). Of those 1405 structures 263 are covered by Flood Insurance Policies which equates to 19% coverage. ( $263/1405=0.1872$ )

Further detail of flood insurance coverage of properties located in the SFHA can be found by Occupancy in Table 1 and by Flood Zone in Table 2.

**TABLE 1 – Policies by Occupancy**

	<b>Policies in Force</b>	<b>Premium</b>	<b>Insurance in Force</b>	<b>Average Coverage</b>
Single Family	203	\$195,821	\$43,927,900	\$216,394
2-4 Family	35	\$18,951	\$2,339,600	\$66,846
All Other Residential	1	\$1,094	\$500,000	\$500,000
Non-Residential	24	\$36,813	\$9,501,800	\$395,908
<b>Total</b>	<b>263</b>	<b>\$252,679</b>	<b>\$56,269,300</b>	<b>\$213,952</b>

**TABLE 2 – Insurance Zone**

	<b>Policies in Force</b>	<b>Premium</b>	<b>Insurance In Force</b>	<b>Average Coverage</b>
AE Zones	201	\$213,479	\$38,194,900	\$190,024
X Zones				
- Standard	29	\$15,956	\$5,819,400	\$200,669
- Preferred	33	\$23,244	\$12,255,000	\$371,364
<b>Total</b>	<b>263</b>	<b>\$252,679</b>	<b>\$56,269,300</b>	<b>\$213,897</b>

### Step 3 – Prepare the Document

City staff intends to use this analysis to determine which types of occupancies and which Insurance Zones would benefit from targeted outreach emphasizing the importance of protecting properties with flood insurance. By analyzing average coverage per structure by occupancy and by insurance zone a more effective strategy to increase awareness of floodplain management can be developed in Roseburg.

Median single family home value in Roseburg is near \$245,000; flood insurance coverage for single family homes in the SFHA averages \$216,394 indicating a potential shortfall of \$30,000 or more should flood damage occur. Coverage for 2-4 family occupancy however, shows an alarming disparity between coverage of \$66,846 per building and the likely value of a multiple family development. For non-residential i.e. commercial and industrial buildings, average coverage is nearly \$400,000 which appears adequate but may be misleading since costs to repair or replace such structures becomes more expensive as development costs increase.

Flood insurance coverage by insurance zone shows a disparity between coverage and value in the structures statistically more likely to flood, namely those within the AE zone. However, the good news is that only 11 losses have been paid in this zone with an average cost of less than \$6,000. Surprisingly, losses in the 500-year flood zone averaged about the same cost.

This analysis shows that less than 1/5 of all structures within the SFHA are protected by floodplain insurance. Clearly increased outreach to all building owners in or near the floodplain is warranted. Also, needed is targeted outreach to those owners within the 500-year floodplain. Although less likely to flood, the costs of repair to structures which flooded were equal to those in the 100-year flood zone.

It is therefore recommended, with the support of the City Manager and City Council, additional resources be allocated to implement several new outreach projects geared toward increasing awareness of flood hazards in target areas and promoting purchase of flood insurance for property protection. Projects include but not limited to:

1. Increased direct mailings to property owners in these areas;
2. Direct contact with residents of these areas through site visits and community events.
3. Increased social media presence, including the new city website, Facebook, and other digital media.

#### Step 4 – Submit to the Governing Body

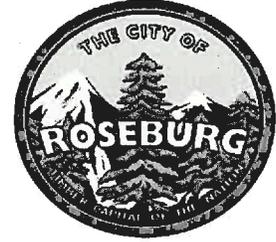
Assessment submitted to the City Council on November 26, 2018 at the regular City Council meeting. A short presentation was included with explanation of the assessment and possible future actions intended to increase citizens' awareness of the flood hazard in their areas, and increase insurance coverage throughout the City.

#### Step 5 - Reassess

The coverage analysis will be reassessed prior to the next CRS cycle visit in approximately 5 years. Updated flood insurance data will be required from the ISO/CRS Specialist prior to the 5-year visit and used to update this document including the process followed, summary of data, along with any conclusions and recommendations. The revised assessment will then be submitted to the City Council prior to the CRS visit.

*cy  
11/20/18*

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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## UPDATED INTERGOVERNMENTAL AGREEMENT WITH THE COW CREEK BAND OF THE UMPQUA TRIBE OF INDIANS

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**Meeting Date: November 26, 2018**  
**Department: City Recorder**  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

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

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### ISSUE STATEMENT AND SUMMARY

The City of Roseburg ("City") and Cow Creek Band of the Umpqua Tribe of Indians ("Tribe") have an existing intergovernmental agreement (IGA) addressing public services for property held in Tribal Trust.

### BACKGROUND

#### A. Council Action History.

- **March 17, 1997:** The Tribe and City entered into an intergovernmental agreement for the provision of water service and storm drainage utility service for the Tribe's administration building at 2371 NW Stephens Street, Roseburg.
- **August 29, 2001:** The Tribe and City entered into an intergovernmental agreement to provide building plan review and inspection services in connection with any construction or remodeling activity conducted on tribal properties located within the municipal boundaries of the City that would otherwise be subject to permitting requirements if the properties were not owned by the Tribe.
- **January 8, 2006:** The Tribe and City entered into an intergovernmental agreement to address terms and conditions under which the City would provide the Tribe with the following City services:

- Water and Storm Drainage Services
- Building Plan Review and Building Inspection Services
- Police Services
- Fire Services

#### B. Analysis.

The 2006 IGA addressed the above services for "Tribal Trust" Properties only. As the Tribe moves forward with new development projects in the City, and under the provisions of ORS 307.181, the Tribe requested the IGA be updated to include all Tribal lands.

The City Attorney, City Manager and I met with representatives of the Tribe to review the IGA to determine the best way to update the agreement to meet both the needs of the Tribe and the City. Consensus was that only the minor addition of the definition of "Tribal Fee Lands" was needed and all other provisions of the former agreement were still appropriate. Minor housekeeping items are also addressed in this updated agreement.

**C. Financial/Resource Considerations.**

The Tribe will continue to pay for services as the services are used at either the same rate as other private sector parties or at the hourly rate for employees providing the services.

**D. Timing Considerations.**

The Tribe is considering development in the near future and would like to have this IGA in effect as soon as possible.

**STAFF RECOMMENDATION/COUNCIL OPTIONS**

Staff recommends Council authorize the City Manager to execute the proposed IGA with the Tribe.

**SUGGESTED MOTION**

***"I MOVE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE COW CREEK BAND OF THE UMPQUA TRIBE OF INDIANS."***

**ATTACHMENTS: #1 – Draft IGA Between the City and Tribe**

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF ROSEBURG  
AND  
THE COW CREEK BAND OF THE UMPQUA TRIBE OF INDIANS  
REGARDING CITY SERVICES TO TRIBAL TRUST AND FEE PROPERTIES  
(or TRUST AND PROPERTIES USED FOR GOVERNMENTAL PUPOSES)

This agreement is entered into between the City of Roseburg (“City”) and the Cow Creek Band of Umpqua Tribe of Indians (“Tribe”)

RECITALS

1. **Tribal Trust Lands.** From time to time, the Tribe places real property into trust with the United States. Some Tribal trust properties are located within the boundaries of the City, and this Agreement is applicable to such Tribal trust properties (the “Properties”, each a “Property”).
2. **Tribal Fee Lands.** In addition to Tribal Trust Lands, the Tribe sometimes has property located within the boundaries of the City used for governmental purposes only. These properties are considered Tribal fee properties (the “Properties”, each a “Property”).
3. **General Purposes of Agreement.** The Tribe wishes to purchase from the City certain services for the Properties on the terms described below, and City is willing to provide those services on those terms, which generally are the same terms on which the City provides services to other properties and property owners in the City.
4. **City’s Authority.** ORS 190.110 and the Roseburg City Charter grant authority to the City to enter into this agreement.
5. **Past Agreements.** The Tribe and the City have entered into other agreements in the past, which include:
  - A. **Water and Storm Drainage Services.** The Tribe and the City entered into an intergovernmental agreement in 1997 for the provision of water service and storm drainage utility service for the Tribe’s administration building at 2371 NW Stephens Street, Roseburg.
  - B. **Building Plan Review and Inspection Services.** The Tribe and the City entered into an intergovernmental agreement in 2001 to provide building plan review and inspection services in connection with any construction or remodeling activity conducted on tribal properties located within the municipal boundaries of the City that would be subject to permitting requirements if the properties were not owned by the Tribe.

These agreements are incorporated herein and ratified to the extent not inconsistent with the provisions hereof, and are superseded hereby to the extent they are inconsistent with this Agreement.

## AGREEMENTS

- 1. Intergovernmental Relationship.** Federal, Tribal and Oregon laws establish or authorize intergovernmental relationships between the federal government, the federally recognized Tribes and the State of Oregon and its political subdivisions. Nothing in this Agreement alters or diminishes the sovereignty of the Tribe or the jurisdiction and authority of the Tribe over its properties and authorizes the City to regulate in any manner the government or activities of the Tribe.
- 2. Contractual Services.** Neither the City nor the Tribe claims governmental responsibility over properties within the jurisdiction of the other. Services performed pursuant to this Agreement are rendered on a strictly contractual basis.
- 3. Future Development or Change in Use of the Properties.** If the Tribe decides to materially change the land use of a Property within the City, the Tribe will, prior to major construction, consult with the City Manager about the project and any effect therefrom on City services and the consistency of the Tribe's proposed plans with City regulations. Any proposed land use plan related to any Property will not be subject to City regulations other than as expressly set forth herein, and final authority with regard to any proposed land use plan will rest solely with the Tribe.
- 4. Site Preparation.** With respect to grading and erosion control, Tribal development, redevelopment or change in land use of any of the Property will be consistent with substantive provisions of the City's Land Use and Development ~~Ordinance-Regulations~~ – Roseburg Municipal Code (RMC) Title 12.
- 5. Street Lighting.** Street lights for any Tribal development, redevelopment or material change in land use of the Properties will be consistent in style and spacing with other street light poles and luminaries in the City. Unless otherwise agreed by City, the Tribe will be responsible for the installation cost of street lighting on City lands in the same manner and to the same extent as private developers pay for street lighting. City will be responsible for the monthly utility costs associated with the street lights located within a public right-of-way. The Tribe will be responsible for the installation and monthly utility cost of street lights on the Properties.
- 6. Utility Lines, Licenses and Fire Hydrants.** The Tribe, where practicable, will place new utilities on the Properties underground. When necessary, the Tribe will provide written licenses to the City and to other appropriate utility agencies providing rights to maintain and service any such new utilities, in conformance with generally applicable utility industry standards.
- 7. Construction of Infrastructure Facilities.**

- A. Applicability.** This Section applies to water and storm sewer/drainage facilities (“Infrastructure Facilities”) that the Tribe constructs on any Property after the date of this Agreement where interconnection with or service from the City will be necessary.
- B. Plans and Specifications, Construction, and Inspection.** The Tribe will provide to the City a copy of its plans and specifications for any new Infrastructure Facilities for review and comment. The City’s review and return of the plans and specifications will constitute the City’s agreement that the Infrastructure Facilities, if constructed materially in accord with the plans and specifications and the City’s comments (hereinafter, “reviewed plans and specifications”), will be satisfactory to the City. The City shall not unreasonably withhold comment to the Tribe’s submitted plans, and in any event the period for such review and comment by the City shall not exceed 20 days from the date of submission or reasonably complete plans to the City. The Tribe will construct the Infrastructure Facilities in material conformance with the reviewed plans and specifications. The City may inspect the Infrastructure Facilities as construction progresses to assure itself that the Infrastructure Facilities are being constructed in conformance with the reviewed plans and specifications, provided that the City will not disrupt construction and prior reasonable notice of each such inspection is given to the Tribe in advance. If the City finds the construction not in accord with the reviewed plans and specifications, the City will so advise the Tribe immediately.
- (1) **Reimbursement for Services.** The Tribe will reimburse the City for the reasonable costs of its review of the plans and specifications and of its inspections of work in progress on receipt of properly documented billings from the City therefore. Such billing shall include the salary, fringe benefits, and indirect costs associated with providing the service. Notwithstanding the foregoing, the City shall not charge or impose upon the Tribe a higher cost for billed services than the actual cost of such services in any event.
- C. Protection of City Facilities.** The Tribe will construct Infrastructure Facilities in a manner such that no material damage is done during construction to City infrastructure facilities or those belonging to other units of government, including by not limited to City streets and sidewalks, sanitary sewer lines, storm sewer lines, and water lines. If the Tribe causes such damage, the Tribe will reasonably repair the damage in a timely manner and in consultation with the City and the owner of the affected utility.
- D. Turn Over of Infrastructure Facilities.** Subject to the provisions of this Section, on completion of construction of Infrastructure Facilities, the Tribe will, upon notice of initial acceptance by the City, turn the following portions of the Infrastructure Facilities over to the City, for ownership, operation, and maintenance as part of the City’s Infrastructure Facilities system:
- (1) Water facilities, up to the water meter; and
- (2) Storm sewer and drainage facilities, up to the point of connection of the Tribe’s development to the City’s storm sewer and drainage system.

- E. Warranty Period on Infrastructure Facilities.** If the City reasonably determines that repair or replacement of all or part of a reviewed Infrastructure Facility is necessary within a year of installation because it has not been constructed in a manner materially in accord with reviewed plans and specifications, the City will notify the Tribe and the Tribe will conduct reasonably necessary repair or replacement within a reasonable period of time.
- F. Final Acceptance of Infrastructure Facilities.** One year after initial installation and upon proper execution of all **any** necessary licenses, the City will accept ownership of, and final operation and maintenance responsibility for, a reviewed Infrastructure Facility within the limits set forth in 5(D) above. After final City acceptance, the Tribe will provide the City with as-built drawings in the same form and manner as would otherwise be required by the City from any developer.
- G. System Development Charges.** The Tribe will pay to the City such non-discriminatory system development charges applicable at the required time and in the required amount, provided that the Tribal Infrastructure Facility for which such charges are assessed materially connect with or use City facilities for which systems development charges are otherwise assessed.
- H. Water Meter Charges.** The City will provide to the Tribe and City will maintain all water meters needed to serve the development, redevelopment or material change in land use. The Tribe will pay the City its standard non-discriminatory charges for providing the meters.
- 8. General Provisions Regarding Water and Storm Sewer/Drainage Services.** The City will provide water and storm sewer/drainage services to any Property on a comparable basis to the service the City provides to other properties within the area of the City that is in the vicinity of such Property. The Tribe will follow substantive provisions of the Roseburg Municipal Code, as amended from time to time, regarding use of City water and storm sewer services to the extent not inconsistent with the provisions of this Agreement. The Tribe will make payments for water and storm sewer/drainage services to or for any Property based on the regular rates and charges for water and storm sewer/drainage service as set and amended from time to time by the City Council for customers inside the City, provided that the Property for which such charges are assessed uses the City services for which such charge is assessed.
- 9. Building Plan Review and Building Inspection Services.** Upon request by the Tribe, City agrees to perform plan review and building inspection services for construction projects within the boundaries of the City on Tribal properties:
- A. Building Plan Review.** Initial plan review for any discrete construction project will be initiated by specific request of the Tribe. The Tribe will provide the City with five complete sets of building plans. City will inspect the building plans for compliance with standards specified in the uniform fire, structural, plumbing, and mechanical codes (“Codes”) in the forms currently adopted by the City for use in its own building inspection program. All plan reviews will be performed by, or under the supervision, of the City’s building official. The building official will notify Tribe in writing of any deficiencies discovered during the

plan review within 20 days of submission of the plans. The City shall not be required to review or comment on plans that are not reasonably complete when submitted, and the City will notify the Tribe within five (5) days of the City's receipt of any plan submission the City reasonably deems inadequate.

- B. Site Inspections.** City will perform site inspections upon request. Site inspections will be made not more than 48 hours after receipt of a request for inspection, and site re-inspections will be made not more than 24 hours after receipt of a request, provided that all requests and all work will be made and performed during City's normal working hours, Monday through Friday. The building official will advise the Tribe in writing of any deficiencies discovered during a site inspection.
  - C. Compensation of City.** The fees for the City's services shall be identical to the fees that would be charged by the City for a building permit and certificate of occupancy for properties within its jurisdiction, but no permits or certificates of occupancy will be issued by the City. Payment will be made upon completion of the City's review of plans.
  - D. Limitations of City's Obligation.** The City will perform plan review and building inspection services hereunder solely in an advisory capacity to advise the Tribe whether Code standards have been met. The City is not responsible for issuing building permits for work performed on Tribal property, nor will the City undertake any action to assure that any building, land improvement, or other work is performed in accordance with any Code other than through the review and inspection process set forth herein. Plan review and site inspections by the City under this Agreement does not assure that a particular building or improvement will be safe under any and all circumstances or appropriate for the Tribe's intended uses. Project plan review is not an assessment or confirmation of the soundness of any architectural or engineering work.
- 10. Police and Fire Services.** The Tribe has full law enforcement and fire and emergency authority within the Properties, and the Tribe may choose to independently provide fire and other emergency services within the Properties.
- A. City Provision of Police and Fire Services.** Until and unless the Tribe provides the City with written notice otherwise, the City will provide law enforcement and fire and emergency services within the Properties. The Tribe grants City law enforcement and fire personnel authority to enter the Properties and to take action therein within the limits of applicable law. The City's police jurisdiction on Properties is limited by applicable law.
  - B. Tribe Provision of Police and Fire Services and Cooperation with City.** If the Tribe chooses to hire its own police and fire personnel, then City and Tribal law enforcement and fire personnel will cooperate with regard to provision of police law enforcement and fire services to the Properties and will enter into appropriate agreements as necessary to effectively carry out their duties and responsibilities.
  - C. Reimbursement for Police and Fire Services.** The Tribe will reimburse the City for reasonable costs of any police or fire department call for service to any of its Properties.

Such billing shall include the salary, fringe benefits, and indirect costs associated with providing the service.

**11. Hotel/Motel Occupancy Tax.** If the Tribe has hotel/motel rooms on any Property, the Tribe shall impose and collect for its own use a hotel/motel occupancy tax materially consistent with any such tax imposed pursuant to Roseburg Municipal Code.

## **12. Remedies**

- A. General Statement.** The terms of this Agreement may be enforced against the Tribe in the Tribal Court. The terms of this Agreement may be enforced against the City in the Courts of the State of Oregon.
- B. Notice.** In the event the City or the Tribe believes the other has not complied with any provision of this Agreement, the City or the Tribe first will give the other written notice, identifying the specific provision of the Agreement that the other allegedly has not complied with and the factual basis for the allegation of non-compliance.
- C. Opportunity to Cure.** The party to whom notice has been given under subsection (B) or this Section will have 30 days to cure the non-compliance or, if compliance cannot reasonably be completed within 30 days, then if the party has commenced efforts to attain compliance within the 30 day period, the party will have such reasonably practicable time while proceeding in good faith and with due diligence as is needed to cure the non-compliance. Notwithstanding the foregoing sentence, if the non-compliance creates an imminent and substantial hazard to persons or property, the party giving notice of non-compliance may require the other party to cure the non-compliance as quickly as is reasonable under the circumstances. If the party cures the non-compliance as authorized in this subsection, the cure will be exclusive remedy of the other party, except in cases where a party fails to comply with the same provision three or more times within a two-year period. If the party to whom notice has been given disputes the allegation of non-compliance, the parties will meet and confer with regard to the issue of non-compliance within 30 days, and the time frame for compliance set out in this subsection will be extended by the amount of time between the notice of dispute and the subsequent meeting to confer.
- D. Arbitration.** If a party has not cured an alleged non-compliance within the time periods set out in subsection (C) of this Section or if the parties cannot agree on whether non-compliance with this Agreement exists in the time period set out in subsection (C) of this Section, then a party may give the other party a written request for arbitration and, if the other party agrees in writing to arbitrate, then the matter will be submitted to arbitration as set out in this Section. If the parties cannot agree on an arbitrator, an arbitrator will be appointed, on petition by either party, by the presiding judge of the Douglas Council Circuit Court and a Tribal Court judge. The City and the Tribe will share equally in the cost of the arbitrator.

Within 45 days after appointment of an arbitrator, the arbitrator will conduct and complete an arbitration hearing, if necessary, on the matter in dispute, and will render his or her decision. The decision of the arbitrator will be final and binding on the Tribe and the City, to the extent authorized by law.

- E. Enforcement of Arbitration Decision.** The decision of the arbitrator may, if necessary, be enforced in the Tribal Court against the Tribe and in the courts of the State of Oregon against the City. Any assertion of non-compliance with an arbitration decision will be decided by the appropriate court, as set out herein. In the event either party fails to comply with an arbitration decision, the other party may choose (after court resolution, if appropriate, of whether non-compliance exists) to terminate performance of any or all of its agreements under this Agreement 30 days after giving written notice of the non-compliance to the other party.
- F. Extent of Remedies.** Remedies under this Section are limited to actual damages, specific performance, and termination, provided that actual damages includes interest as set out in Section 13 of this Agreement. Remedies will be limited to remedies for claims directly relating to compliance with the specific terms of this Agreement and will not include claims in tort or for punitive damages. The City and the Tribe will each be responsible for their own attorney costs associated with enforcement of this Agreement. Remedies against either the City or the Tribe shall be subject to the limits of applicable law.
- G. Alternative Dispute Resolution.** The City and the Tribe may, by written agreement, agree to dispute resolution methods other than the remedies set out in this Section.

**13. Interest and Late Fees.** Amounts due to one party from the other under this Agreement will bear interest at the rate of nine percent (9%) per annum from the due date until paid, except as otherwise determined by arbitration or judicial decision under Section 12(D) of this Agreement. Notwithstanding the foregoing, late payment of the rates and charges for water and storm drainage services will be the same as the rate established by the City's Municipal Code for commercial users.

**14. Effective Date.** This Agreement will become effective as to the parties upon execution and, as to each Tribal property upon formal acceptance of title to such property in trust by the United States for the benefit of the Tribe, **or by fee used for governmental purposes only.**

**15. Miscellaneous.**

**A. Imposition of Taxes, Fees, Charges, and Assessments.** Except as this agreement may allow, nothing in this Agreement authorizes the City to impose any tax, fee, charge, or assessment on the Tribe or any tribal activity on any property once accepted by the United States in trust for the benefit of the Tribe, **or by fee used for governmental purposes only.**

**B. Rights Limited to Parties.** This Agreement is for the sole benefit of the Tribe and City. No provision or language of this Agreement confers standing or grants any substantive or procedural legal rights to any other person, government, or entity.

**16. Notices.** All notices provided for in this Agreement will be deemed given when deposited in the United States mail, first class certified, return receipt requested, postage prepaid, addressed to the following addresses, or such alternative addresses as are provided for in a written notice given in accord with the provision of this Section:

City of Roseburg  
City Manager  
900 SE Douglas Avenue  
Roseburg, OR 97470

Cow Creek Band of Umpqua Tribe of Indians  
General Counsel  
2371 NE Stephens Street, Suite 100  
Roseburg, OR 97470

**17. Severability.** In the event any section, provision, or language of this Agreement is held invalid, either party may initiate negotiations under Section 12(D) of this Agreement to amend or replace this Agreement to cure the invalidity. Otherwise, it is the intent of the parties that the remaining sections, provisions, and language of this Agreement will remain in full force and effect.

**18. Authorization to Execute Agreement.** The authorization of the City Manager of the City and the Tribal Chair to execute this Agreement is evidenced by the resolutions of the appropriate governing body appended hereto as Exhibit 1.

**19. Entire Agreement.** This Agreement is the complete and exclusive expression of the City and Tribe's intent as to the subject of the Agreement. The parties agree that there exist no other understandings or agreements, either expressed or implied, or written or oral, concerning the subject matter of this agreement.

**20. Relationship of the Parties.** City is agreeing to perform services hereunder as an independent contractor. In no event shall any officer, employee, or agent of one party be deemed to be an officer, employee, or agent of the other party.

**21. Indemnification.** To the extent allowed under applicable law, the City will hold harmless, indemnify, and defend the Tribe and its officers, agents, and employees from any claims, actions, or suits arising from any claim for damages or injury to property or persons by reason of gross negligence or gross misconduct of the City, its officers, agents or employees in the performance of this Agreement. To the extent allowed under applicable law, the Tribe will hold harmless, indemnify, and defend the City and its officers, agents, and employees from any claims, actions, or suits arising from any claim for damages or injury to property or persons by reason of gross negligence or gross misconduct of the Tribe, its officers, agents or employees in the performance of this Agreement.

**22. Non-Discrimination.** The City will not use the establishment of classes as a basis to charge the Tribe for development on the Properties at unique or discriminatory rates and charges.

**23. Review by Federal Authority.** The Tribe's design and construction of Infrastructure Facilities also may be subject to review, approval and/or inspection by the United States Indian Health Service or other federal authorities. For projects subject to such federal review, approval

and/or inspection, the City will work in a cooperative and efficient manner so as to avoid duplication of efforts.

**24. Inconsistency with Applicable Law.** Any portion of this Agreement which is inconsistent with applicable law, including without limitation the doctrine of federal preemption in tribal affairs, is stricken in the particular factual context to the extent of any such inconsistency.

**25. Amendment.** Either the City or the Tribe at any time may give the other party written notice requesting negotiations to amend this Agreement. In such an event, the parties will enter into good faith negotiations regarding the proposed amendment. This Agreement will remain unchanged until the City and Tribe have reached written agreement on a proposed amendment.

**26. Termination.**

A. Either party may terminate this Agreement upon ninety (90) days written notice, *provided that* City will continue to offer on nondiscriminatory terms any service already being provided by the City to any Property ~~will continue~~ at then-current levels, unless (a) the Tribe requests a diminished level of service or (b) City in good faith and for legitimate, nondiscriminatory governmental reasons stops providing the service or reduces the level of service to other parcels or property owners in the vicinity of the Property.

B. Either party may terminate this Agreement on sixty (60) days written notice with no further obligation if, and only after, both of the following occur: (a) a substantial and material provision of the Agreement is stricken or declared unenforceable by an arbitrator or a court, and (b) after negotiations pursuant to Section 25, the parties are unable to agree on a fair and equitable amendment to this Agreement to replace or substitute for the stricken or unenforceable provision(s) within ninety (90) days after the request for negotiation.

**27. Annual Meeting.** At least annually, the Tribe and the City, through the Tribal Board of Directors and the City Council or their delegates, shall formally meet to discuss the status of this Agreement as well as other issues of mutual support and assistance for the betterment of the overall community.

**CITY OF ROSEBURG**

**COW CREEK BAND OF THE UMPQUA  
TRIBE OF INDIANS**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Tribal Board Chair  
Date: \_\_\_\_\_

## ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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### VEHICLE FOR HIRE UPDATE

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**Meeting Date:** November 26, 2018  
**Department:** Administration  
[www.cityofroseburg.org](http://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. Council asked staff to reach out to representatives from both companies to continue negotiations.

#### BACKGROUND

##### A. Council Action History.

- March 26, 2018: Council directed staff to work 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.
- August 13, 2018: Council adopted Ordinance No. 3504 repealing Roseburg Municipal Code (RMC) Chapter 9.08 entitled "Taxicab and Limousine Services" and replacing it with new Chapter 9.08 entitled "Vehicle for Hire Services".
- August 15, 2018: Staff provided all interested parties with a copy of the adopted ordinance, along with updated driver and operator application forms.
- 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 they will not apply to provide vehicle for hire services in Roseburg. When presented with that news, Council directed staff to reach out to both companies to continue negotiating in hopes of getting one or both companies to serve Roseburg citizens. Both companies were contacted and conference calls held. The conference call with the Lyft representative occurred on October 18, and the conference call with the Uber representative occurred on October 24.

In addition to the conference calls, staff reached out to other cities in Oregon to find out which cities had adopted ordinances regulating Transportation Network Companies (TNC), which cities had ordinances for Taxi only, which cities operated under another city's ordinance, and which cities had no regulations for either Taxi or TNC.

One of Roseburg's local taxi companies has since developed an app and has completed a TNC Operator's License with the City under the current ordinance.

Attached is a document which outlines comments from the Lyft and Uber representatives, as well as information regarding other cities in Oregon.

Below is a summary of the comments from Lyft and Uber:

- Lyft: They would still prefer we drafted our ordinance to match Medford's exactly. They do not want Roseburg to do separate background checks, or require separate driver permits, but may come to Roseburg if those were still required and the City only went back 7 years on background checks. They do not require us to be under another city's service area, but would serve Roseburg if we were under either the Medford or Eugene service area.
- Uber: They will only come to Roseburg if we are part of another service area (either Eugene or Medford). We can either have no regulations, or adopt an ordinance with all the same provisions as Eugene or Medford. Either way, drivers would go through the service area city to obtain their permit. If we had our own ordinance, Uber would still apply for an Operator's permit with Roseburg.

Below is a summary of other cities and regulations for taxi or TNC services:

Of the 25 cities who responded or had information available on their website:

- Ashland, Redmond, Corvallis, Eugene, Springfield, Salem, Medford and Bend have an ordinance for Vehicle for Hire (Taxi and TNC).
- Klamath Falls, Woodburn, Myrtle Creek, Sutherlin, Drain and Florence have an ordinance for Taxi only.
- Central Point, Forest Grove, Happy Valley, Milwaukie, Newberg, Tualatin, West Linn, Wilsonville, Winston, Oakland and Bandon have no ordinances for either Taxi or TNC.

Many of the cities close to the Portland area fall under that service area and ordinance.

Six of the eight cities that have Vehicle for Hire ordinances in place accept the TNC background checks. Eugene and Springfield initially accepts the TNC background check, but also conducts their own going back 10 years.

Medford, Ashland and Eugene/Springfield issue some type of driver's permit. Redmond, Corvallis, Salem and Bend do not.

Ashland and Eugene/Springfield require vehicle inspections. Uber and Lyft both have inspection requirements for their drivers.

3<sup>rd</sup> Party Background Checks include local, state, and national criminal history databases and all accessible sex offender registries.

Crimes for automatic denial:

- Person on sex offender registry; felony within the past 7 years; crimes within the past 7 years involving driving under the influence of alcohol or controlled substances, sexual offenses, or crimes involving physical harm or attempted physical harm to a person.

**C. Financial/Resource Considerations.** There would be minimal to no financial impact in any of the options outlined in this memo. Any changes in revenue received would be offset by the cost to administer the regulations.

**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:

- Draft an ordinance to replace the current Vehicle for Hire ordinance with an ordinance that matches Eugene or Medford, and including Roseburg in the respective city's service area;
- Draft an ordinance to replace the current Vehicle for Hire ordinance with an ordinance that matches Medford, maintaining our own service area;
- Draft an ordinance to repeal the Vehicle for Hire ordinance and have no local regulations for Taxi or TNC; or
- Do nothing and retain the current Vehicle for Hire ordinance

### **STAFF RECOMMENDATION**

Staff has no recommendation.

### **SUGGESTED MOTIONS:**

None

### **ATTACHMENTS:**

- **Attachment 1: Notes from Conference Calls with Uber and Lyft Representatives, including information from other Oregon cities.**
- **Attachment 2: Background Requirements for Lyft**

## Vehicle for Hire Update Information

Council asked staff to continue negotiations with both Lyft and Uber to see what it might take for their companies to serve customers in Roseburg. Both companies were contacted and phone conferences held. In addition, staff contacted other cities in Oregon and asked what, if any, regulations they had in place. Below are notes from the conference calls with Lyft and Uber, followed by information gathered from the other cities.

	Lyft	Uber
General Notes	<p>Lyft would like Roseburg to adopt an ordinance that mirrors Medford's. They do not want Roseburg to do separate background checks, or require separate driver permits.</p> <p>They may consider coming to Roseburg if we changed our background check requirements to 7 years and kept the driver's permit.</p> <p>Lyft has been contacted by drivers who are interested in driving in Roseburg. They were hoping to get something in place so they could start serving Roseburg by New Year's Eve.</p>	<p>Uber appreciated all of the work done by Roseburg to try to address their concerns, but as an organization, they had determined not to set up any more unique service areas in Oregon, even if Roseburg adopted an ordinance that was the same as Eugene or Medford. The Roseburg area was not large enough for them to set it up as a new service area. Their rationale is to minimize risk and additional work for their company.</p> <p>There are two circumstances in which Uber would come to Roseburg:</p> <ol style="list-style-type: none"> <li>1. Have no regulations in Roseburg regarding TNCs and allow drivers under the Eugene or Medford service area to drive in Roseburg.</li> <li>2. Adopt an ordinance that mirrors Eugene or Medford exactly, but still not require separate driver's permits. Drivers would either be permitted in Eugene or Medford, or only through Uber.</li> </ol> <p>In Option #1, Uber would get a Roseburg Business Registration and pay the fee.</p> <p>In Option #2, Uber would get a Roseburg Operator's License and pay the fee.</p> <p>If Roseburg chose option #2, Uber would be willing to review our ordinance and provide a red-line copy the</p>

DEPARTMENT ITEMS E  
ATTACHMENT #1

		City could adopt to make it match what Eugene or Medford requires.
Background Checks	<p>Lyft receives a pass/fail notice from the 3<sup>rd</sup> party agency which is then passed on to the driver after the background check is final. The background checks done by the 3<sup>rd</sup> party include local, state and national information, as well as DMV records. Specifics of the background check are not provided to the jurisdiction as they consider that a privacy issue.</p> <p>When asked if Lyft would come to Roseburg if our process mirrored what they do in Eugene (accept TNC background check initially, then run their own background going back 10 years), they indicated that could possibly work. They still aren't comfortable with that process and are trying to work through that issue with Eugene and would expect to continue that conversation with Roseburg if we went that route.</p> <p>*See attached for background check requirements through Lyft.</p>	<p>Background check information done by the 3<sup>rd</sup> party agency is retained by Uber. The background checks done by the 3<sup>rd</sup> party include local, state and national information.</p> <p>Crimes for automatic denial:</p> <ul style="list-style-type: none"> <li>• Person on sex offender registry; felony within 7 years; crimes involving driving under the influence of alcohol or controlled substances, sexual offenses, or crimes involving physical harm or attempted physical harm to a person.</li> </ul>
Driver's Permit	<p>Lyft doesn't like that it is an extra step for the driver. The City could access the information from Lyft at anytime through an audit.</p> <p>When asked if Lyft would come to Roseburg if the Council insisted on keeping the permit, Lyft said they <u>may</u> come, but would want to continue discussions on that as they see it as an issue and redundant.</p>	Uber will not come to Roseburg if we require a separate driver's permit. In the scenarios where they would service Roseburg, drivers would either be licensed in Eugene or Medford, or strictly through Uber.
Roseburg Area Population	Lyft is aware of the population of Roseburg and the surrounding area and would still like to serve Roseburg as a stand-alone area.	The Roseburg area does not have a large enough population for them to set up a separate service area.

Information from cities with populations of 20,000-30,000 (approx.)

- Ashland – Adopted ordinance 3160 on 9/18/2018 – It is similar to Medford’s with additional requirements. Lyft indicated they would not operate in Ashland with the current ordinance.
- Central Point – Falls under Medford’s rules
- Forest Grove – No regulations for either taxi or TNC. Business license would be required for company/operator, but is not enforced.
- Happy Valley – No regulations for Taxi or TNC
- Klamath Falls – No regulations for TNC. Has ordinance for Taxi
- Milwaukie – No regulations for Taxi or TNC. They fall under Portland’s rules and service area
- Newberg – No regulations for Taxis or TNC
- Redmond – Has ordinance and both Uber and Lyft operate in Redmond.
- Tualatin – No regulations for Taxi or TNC
- West Lynn – No regulations for Taxi or TNC
- Wilsonville – No regulations for Taxi or TNC. No interest to date.
- Woodburn – No regulations for TNC. Has ordinance for Taxi

Other surrounding cities:

- Myrtle Creek – Has ordinance regarding Taxi only
- Sutherlin – Has ordinance regarding Taxi only
- Winston – No regulations for Taxi or TNC
- Oakland – No regulations for Taxi or TNC
- Drain – No regulations for TNC. Ordinance for Taxi only.
- Bandon – No regulations for Taxi or TNC
- Florence – No regulations for TNC. Ordinance for Taxi only

Other larger cities with TNC ordinances:

- Corvallis – both Uber and Lyft operate in Corvallis.
- Eugene – both Uber and Lyft operate in Eugene. They have a unique ordinance with additional administrative rules. Lyft still has issues with the Driver’s Certification permit, and the additional background checks and plans to continue working through those issues with Eugene.
- Springfield – has an ordinance for both Taxi and TNC that matches and is administered by Eugene. They fall under the Eugene service area.
- Salem – both Uber and Lyft operate in Salem. Their ordinance is similar to Redmond, Medford, Corvallis and Ashland

- Medford – both Uber and Lyft operate in Medford and serve many surrounding communities. Their ordinance is similar to Redmond, Corvallis, Salem and Ashland
- Bend – both Uber and Lyft operate in Bend.

Many of the cities close to the Portland area fall under that service area and ordinance.

Six of the eight cities that have Vehicle for Hire ordinances in place accept the TNC background checks. Eugene and Springfield initially accepts the TNC background check, but also conducts their own going back 10 years.

Medford, Ashland and Eugene/Springfield issue some type of driver's permit. Redmond, Corvallis, Salem and Bend do not.

Ashland and Eugene/Springfield require vehicle inspections. Uber and Lyft both have inspection requirements for their drivers.

# Driver Background Checks

**Every driver who applies to become a part of the Lyft community is screened for criminal offenses and driving incidents.**

**Each background check includes:**

 **A social security number trace** — searches against a database of over 400 different sources such as property deeds/mortgages, vehicle registrations, licenses and permits, US Postal Mail Forwarding Service, utility company billing records, and other resources where the individual has used the social security number along with a name and an address. This search generates a history of past and present addresses and a list of names associated with those addresses, including aliases, maiden names, nicknames and names misspelled or variously transliterated across languages.

 **An enhanced nationwide criminal search** — searches against hundreds of millions of records collected from all over the country, including state Department of Corrections, most wanted lists, and outstanding warrants as a part of SterlingBackCheck criminal background screening services.

 **County court records** — directly searches criminal records from courts within any U.S. counties that the prior searches have identified as linked to the applicant. This search reveals any felony or misdemeanor cases and their final outcome, or current status if the matter is still pending.<sup>1</sup>

 **Federal criminal court records** — This search identifies criminal case details and outcomes from any of the 94 U.S. federal district courts.

 **U.S. Department of Justice 50-state sex offender registry search** — searches the publicly available Federal Department of Justice (DOJ) Sex Offender Registry which includes real-time listings of registered sex offenders and other violent offenders in all 50 states.<sup>2</sup>

 **Background Check**  
Screens for the following crimes as reported by credit reporting agency<sup>1</sup>:

- Violence
- Sexual Offenses in the publicly available sex offender registry
- Felonies
- Drug-related Offenses

 **Driving Record Check**  
Screens for the following as reported by credit reporting agency:

- Age 21+ with 1 year or more of driving history<sup>3</sup>
- Valid personal auto insurance that meets or exceeds state requirements
- No more than three minor violations in the past 3 years
- No major or severe violations in the past 3 years (e.g. reckless driving)



<sup>1</sup>Only the most recent 7 years of criminal conviction records are reviewed for convictions recorded in CA, CO, KS, MA, MD, MI, NH, NM, NV, NY, TX, & WA.

except Nevada, which currently has an injunction in place.

<sup>3</sup>19 or older for drivers in NYC.

LYFT BACKGROUND CHECK REQUIREMENTS  
(OREGON)

- 1        **SECTION 5. (1) An individual who intends to become a participating driver shall submit**  
2 **an application to a transportation network company that:**
- 3        **(a) Lists the individual's name, address, age and driver license number; and**  
4        **(b) Includes proof of automobile liability insurance that covers the**  
5 **applicant's TNC vehicle and proof of the applicant's motor vehicle registration,**  
6 **along with any other information the transportation network company may require to eval-**  
7 **uate the application.**
- 8        **(2) For each individual that a transportation network company intends to engage as a**  
9 **participating driver, the transportation network company shall:**
- 10        **(a) Conduct, or have another person conduct, a criminal background check that:**
- 11        **(A) Uses a criminal records locator or database that is nationwide in scope and validates**  
12 **each criminal record that is located; and**
- 13        **(B) Searches the United States Department of Justice National Sex Offender Public**  
14 **Website for a match between a listing on the website and the information the individual**  
15 **submits in an application under subsection (1) of this section; and**
- 16        **(b) Obtain and review, or have another person obtain and review, a driving history report**  
17 **for the individual.**
- 18        **(3) A transportation network company may not permit an individual to connect to the**  
19 **transportation network company's digital network as a participating driver if the individual:**
- 20        **(a) Is not 19 years of age or older;**  
21        **(b) Does not have a valid driver license;**  
22        **(c) Does not have proof of registration for the TNC vehicle the participating driver will use to provide**  
23 **prearranged rides;**  
24        **(d) Does not have proof of having automobile liability insurance for the individual's TNC vehicle;**  
25        **(e) Has had, in the three-year period before the date of the individual's application under**  
26 **subsection (1) of this section, more than three violations of the basic speed rule or other**  
27 **moving violations or has had a Class A or Class B traffic violation that is the equivalent, in**  
28 **the relevant jurisdiction, of one of these traffic violations:**
- 29        **(A) Failing to obey a police officer, as defined in ORS 811.535;**  
30        **(B) Careless driving, as defined in ORS 811.135; or**  
31        **(C) Violation driving while suspended or revoked, as defined in ORS 811.175;**  
32        **(f) Was convicted, in the seven-year period before the date of the individual's application**  
33 **under subsection (1) of this section, of the equivalent, in the relevant jurisdiction, of:**
- 34        **(A) Any felony; or**  
35        **(B) A misdemeanor that involved:**
- 36        **(i) Criminal driving while suspended or revoked, as defined in ORS 811.182;**  
37        **(ii) Driving under the influence of intoxicants, as defined in ORS 813.010;**  
38        **(iii) Reckless driving, as defined in ORS 811.140;**  
39        **(iv) Fleeing or attempting to elude a police officer, as defined in ORS 811.540 (1)(b)(B);**

**LYFT BACKGROUND CHECK REQUIREMENTS  
(OREGON)**

- 1 (v) Assault in the fourth degree, as defined in ORS 163.160;
- 2 (vi) Strangulation, as defined in ORS 163.187;
- 3 (vii) Menacing, as defined in ORS 163.190; or
- 4 (viii) A sex offense; or
- 5 (g) Matches a listing in the United States Department of Justice National Sex Offender
- 6 Public Website.

# ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

*etc*  
*11/20/18*

DEPARTMENT ITEMS F  
11/26/2018



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## BUSINESS REGISTRATION BACKGROUND REQUIREMENTS

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**Meeting Date: November 26, 2018**  
**Department: City Recorder**  
[www.cityofroseburg.org](http://www.cityofroseburg.org)

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

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### ISSUE STATEMENT AND SUMMARY

Council has requested information regarding our current business registration background check requirements for discussion and consideration.

### BACKGROUND

#### A. Council Action History.

- **May 9, 2005:** Council discussed proposed changes to the Roseburg Municipal Code (RMC) regarding the appeal process for denial, suspension or revocation of a business registration. From that discussion, RMC Sections 9.02 and 9.100 were amended to:
  - ✓ Refer only to the applicant and key personnel rather than “any person involved with the business”
  - ✓ Clarified the offense as any felony, or any misdemeanors within 5 years
  - ✓ Clarified language regarding Intent to Revoke and Intent to Suspend
  - ✓ Removed language referring to an applicant’s “character, reputation or moral integrity”
- **June 11, 2012:** In response to complaints from 2 people negatively impacted by the City’s rule that no one with a felony conviction could operate a business in Roseburg, staff reported to Council that a change to the Code may not be needed, but rather a change in the process and past practice. Further discussion was scheduled to August 13, 2012.
- **August 13, 2012:** Staff reported that the current Code allows staff discretion to make a determination of whether a person with a felony conviction can be granted a registration – that the applicant could provide information with their application to show that the past offense had no bearing on the applicant’s fitness to operate a business.
- **April 16, 2018:** Staff presented an ordinance that would allow transportation network companies (TNCs) to operate in Roseburg as well as taxi companies. During those discussions, Council asked staff to look into the background check requirements throughout the Roseburg Municipal Code (RMC) and bring that topic back for discussion.

**B. Analysis.**

Following the April 16 Council meeting, Council provided some comments and things to consider when looking at the background check requirements:

- Types of crime
- Crimes that would mean an automatic denial (rape, murder, etc.)
- Disqualification of anyone with Class A or B felonies

In researching what other cities require for background checks for applicants wanting a business license or registration, staff contacted 29 cities in Oregon to compare their policies.

- Of those cities who responded or had information available on their website, 15 do not require a background check of any kind, 11 require background checks for certain businesses only, and 3 require background checks for all business licenses.
- Of those cities that require some sort of background check, they range from 2 years to forever for felonies, and 2 years to 5 years for misdemeanors. A couple of them determine case by case.

Details are provided in the attached survey.

**C. Financial/Resource Considerations.**

There are no known financial considerations in considering an amendment to the Business Registration requirements.

**D. Timing Considerations.**

The only timing consideration with any possible amendments are dependent on whether or not Council chooses to amend the current Vehicle for Hire (VFH) ordinance with new background check requirements. To remain equitable among all businesses in Roseburg, it would be best to adjust the background checks for all business registrations, licenses or permits to match any amendments made for VFH businesses so they go into effect at the same time.

**STAFF RECOMMENDATION/COUNCIL OPTIONS**

After review, Council may choose to direct staff to:

- Draft an ordinance amending the current RMC background check requirements for business registrations
- Consider limiting background checks for only certain businesses, or
- Do nothing

**SUGGESTED MOTION**

No motion required.

**ATTACHMENTS: #1 – Background Check City Survey**

DEPARTMENT ITEMS F  
ATTACHMENT #1

CITY	BACKGROUND CHECKS REQUIRED	BACKGROUND CHECK CRITERIA
Cornelius (12,161)	Not for Business License	N/A
Mt. Angel (3,541)	Not any more - just repealed requirements for background check for businesses	N/A
Milwaukie (20,929)	None required	N/A
Harrisburg (3,754)	Only for Social Gaming License, Secondhand Store License and Solicitation License	Uses OSP system. Nothing in Code regarding time limits. CM and CR determine case by case
Albany (53,211)	No background checks required	N/A
Eugene (166,575)	Only for Payday Lenders, PPVs and Tobacco Retail Sales	Felonies - 10 years; other violations - 3 years
Ashland (21,639)	None required	Fraud within five years of application - denied
Springfield (61,893)	Medical and Recreational Marijuana Businesses, and Door-to-Door Solicitors	Medical - convicted for manufacture or delivery of controlled substance for Schedule I or II within 5 years; convicted more than once; or prohibited by Court. Texas Hold'em - no background check, but license can be denied or revoked if convicted of felony within 10 years. OLCC Recommendation - can deny if applicant has history or arrest record of alcohol or abuse of other controlled substance. (For liquor or Texas Hold 'em, only check local system). For PPV, under Eugene rules
Woodburn (25,590)	None required	N/A
Wilsonville (23,768)	None required	N/A

CITY	BACKGROUND CHECKS REQUIRED	BACKGROUND CHECK CRITERIA
Corvallis (57,110)	For Social Gaming and Pawnbroker/Used Merchandise	Social Gaming: Felony in last 10 years, or gambling related convictions in last 5 years; Pawnbroker: Criminal convictions but does not specify. Code language: "The Chief of Police or designee conducting the background check will evaluate the results and either recommend approval or denial of the permit/license."
Junction City (6,052)	For Temporary or Itinerant Businesses  Billiard and Pool Rooms	Past criminal conviction(s) involving unlawful trade practices, fraud or crimes involving moral turpitude in past 2 yrs  any conviction of code violation within one year of obtaining license
Sutherlin (8,000)	Public Dances/Taxis  Social Gaming	Past or present violation of law or ordinance, presents a reasonable doubt about ability to hold public dance or run public dance hall  Felony within 10 years, five or more misdemeanors within 5 years, crime involving gambling within 5 years
Myrtle Creek (3,484)	Social Gaming  Taxis	Felony within 10 years, convicted of crime involving gambling within 5 years  Convicted of felony within 5 years, misdemeanor within 2 years
Central Point (18,328)	All businesses owners	Does not specify requirements; checks anything in their adult life, but nothing in place to deny
Forest Grove (24,058)	Only required for businesses selling used goods	Does not specify requirements
Happy Valley (19,704)	None required	Revoke if convicted of felony
Klamath Falls (21,524)	None required	N/A

CITY	BACKGROUND CHECKS REQUIRED	BACKGROUND CHECK CRITERIA
Newberg (23,306)	None required	N/A
Redmond (29,322)	Social Gaming	Felony in last 10 years; five or more misdemeanors, or crime involving gambling in last 5 years.
	Door to Door Solicitation	Convicted of crime involving unlawful trade practices, narcotics, dangerous drugs, fraud or moral turpitude in last 5 years: convicted of 2 or more felonies; registered as sex offender
	Ice Cream Truck	Convicted of crime involving unlawful trade practices, narcotics, dangerous drugs, fraud or moral turpitude in last 5 years: convicted of reckless driving, under the influence within 5 years; convicted of 2 or more felonies; registered as sex offender
	Itinerant Merchant	Convicted of crime involving unlawful trade practices, narcotics, dangerous drugs, fraud or moral turpitude in last 5 years
Tualatin (27,545)	None required	N/A
West Linn (26,859)	None required	N/A
Winston (5,428)	All Business Licenses (owners), then approved by Council	Go back as far as possible. Can be denied if applicant's past or present violation of law presents a reasonable doubt about ability to perform the licensed activity without endangering property or public health and safety
Oakland (942)	None required	N/A
Drain (1,160)	None required	N/A

CITY	BACKGROUND CHECKS REQUIRED	BACKGROUND CHECK CRITERIA
Medford (81,636)	Marijuana, Alarm Bus Owners/Employees, Security Owners/Employees, Locksmith Owners/Employees, Pawn/Secondhand, Liquor, and Armored Truck	7 years
Bend (91,122)	None required	N/A
Florence (8,800)	All Business Licenses (owners)	Felonies - ever; misdemeanors within 5 years for fraud, theft or other that relates to business, unless applicant demonstrates offense has no bearing on apps fitness to operate business without endangering property or public health
Bandon (3,134)	Auctioneer, Gambling	Felony within last 10 years, 5 misdemeanors in last 5 years, crime involving gambling in last 5 years.

*Je 11/20/18*

INFORMATIONAL A  
11/26/2018

## ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



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### ACTIVITY REPORT

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**Meeting Date: November 26, 2018**  
**Department: City Manager**  
**[www.cityofroseburg.org](http://www.cityofroseburg.org)**

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

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### ISSUE STATEMENT AND SUMMARY

At each meeting I will provide the City Council with a report on the activities of the City, along with an update on operational/personnel related issues which may be of interest to the Council. These reports shall be strictly informational and will not require any action on the Council's part. The reports are intended to provide a mechanism to solicit feedback and enhance communication between the Council, City Manager and City Staff. For your November 26, 2018, meeting, I provide the following items:

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



Agenda  
Department Head Meeting  
City Hall Third Floor Conference Room  
November 19, 2018 - 10:00 a.m.

1. Review November 26, 2018 Meeting Agenda
2. Review November 26, 2018 Urban Renewal Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents/Grants Signing
5. Department Items

- *Department Annual Reports due by December 10, 2018 to Administration*
- *City Connection articles due by January 2, 2019.*



Agenda  
Department Head Meeting  
City Hall Third Floor Conference Room  
November 13, 2018 - 10:00 a.m.

1. Review November 26, 2018 Meeting Agenda
2. Review November 26, 2018 Urban Renewal Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents/Grants Signing
  - a. Parade Permit – Walk for Life on January 20, 2019
5. Department Items

- *Department Annual Reports due by December 10, 2018 to Administration*
- *City Connection articles due by January 2, 2019.*



Agenda  
Department Head Meeting  
City Hall Third Floor Conference Room  
November 5, 2018 - 10:00 a.m.

1. Review November 26, 2018 Meeting Agenda
2. Review November 26, 2018 Urban Renewal Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents/Grants Signing
5. Department Items
  - a. Surplus Item(s) – TV/Stand currently in basement
6. Employee Work Anniversaries
  - a. Alexa Bedolla, Finance Department – 5 years
  - b. Judi Kiepert, Finance Department – 5 years

- *Department Annual Reports due by December 10, 2018 to Administration*
- *City Connection articles due by January 2, 2019.*



Agenda  
Department Head Meeting  
City Hall Third Floor Conference Room  
October 23, 2018 - 10:00 a.m.

1. Review October 22, 2018 City Council Meeting and Urban Renewal Meeting Synopsis
2. Review November 26, 2018 Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents/Grants Signing
  - a. Task Order #4 Mead & Hunt - 19GR01
5. Department Items

- *Department Annual Reports due by December 10, 2018 to Administration*
- *City Connection articles due by January 2, 2019.*

**TENTATIVE FUTURE COUNCIL AGENDA**

**Unscheduled**

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

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**December 3, 2018 – Special Meeting**

City Manager Recruitment – Candidate Review

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**December 10, 2018**

Mayor Reports

- A. City Councilor Retirement Recognition
- B. Election Results

Consent Agenda

- A. Minutes of November 26, 2018
- B. Minutes of Special Meeting of December 3, 2018

Ordinance

- A. Ordinance No. 3517 – Proposed Code Amendment Regarding Enhanced Law Enforcement Areas, Second Reading

Resolution

- A. Resolution No. 2018-\_\_ - Supplemental Budget

Department Items

- A. Water Treatment Plant Contract for Chlorine Generation
- B. Engineer Task Order for Pavement Management Program
- C. Fire Department Vehicle Purchase

Informational

- A. Activity Report

Executive Session

**Urban Renewal Meeting Immediately Following**

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**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

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**January 28, 2019**

Consent Agenda

- A. Minutes of January 14, 2019

Department Items

- A. The Partnership Annual Report

B. Municipal Court Quarterly Reports  
 A. Activity Report  
 B. Distribution of CAFR and PAFR  
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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  
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February 25, 2019

Consent Agenda  
 A. Minutes of February 11, 2019  
 Informational  
 A. Activity Report  
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March 11, 2019

Consent Agenda  
 A. Minutes of February 25, 2019  
 Informational  
 A. Activity Report  
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March 25, 2019

Mayor Report  
 A. Child Abuse Prevention Month Proclamation  
 Consent Agenda  
 A. Minutes of March 11, 2019  
 Informational  
 A. Activity Report  
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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  
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April 22, 2019

Consent Agenda  
 A. Minutes of April 8, 2019

Informational

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

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**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

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**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

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**June 24, 2018**

Consent Agenda

- A. Minutes of June 10, 2019

Informational

- A. Activity Report

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**July 8, 2019**

Consent Agenda

- A. Minutes of June 24, 2019

Informational

- A. Activity Report

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**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

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**August 12, 2019**

Consent Agenda

- A. Minutes of July 22, 2019

Informational

- A. Activity Report

Executive Session

- A. City Manager Quarterly Evaluation

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**August 26, 2019**

Consent Agenda

- A. Minutes of August 12, 2019

Informational

- A. Activity Report

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**September 9, 2019**

Consent Agenda

- A. Minutes of August 26, 2019

Informational

- B. Activity Report

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**September 23, 2019**

Council Reports

- A. Implementation of Annual City Manager Performance Evaluation

Consent Agenda

- A. Minutes of September 9, 2019

Informational

- A. Activity Report

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**October 14, 2019**

Consent Agenda

- A. Minutes of September 23, 2019
- B. Cancellation of November 11, 2019 Meeting
- C. Cancellation of December 23, 2019 Meeting

Informational

- A. Activity Report

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**October 28, 2019**

Consent Agenda

- A. Minutes of October 14, 2019

Informational

- A. Activity Report
- B. Municipal Court Quarterly Report
- C. Financial Quarterly Report

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**November 25, 2019**

Consent Agenda

- A. Minutes of October 28, 2019

Informational

- A. Activity Report

Executive Session

- A. Municipal Court Judge Annual Performance Evaluation

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Friday November 16, 2018

Good Friday afternoon everyone! I hope everyone enjoyed the Veterans Day holiday weekend and had an opportunity to participate in events around the region and the community in some way. Our Police and Fire Departments, as well as the "Friends of UV K-9", and many of our local elected officials participated in the parade downtown. I was unable to attend this year, but I understand it was once again a great success and very well supported by the entire community. Thanks to all who organized, participated and attended the parade and other activities in support of our veterans.



Tuesday evening we held a neighborhood meeting at Hucrest Elementary School to introduce the Urban Growth Boundary swap idea to folks in and around the Charter Oaks area. Thank you to Councilors Ryan and Zielinski for attending along with CDD Director Stuart Cowie, Associate Planner Ricky Hoffman, and RUSA General Manager Jim Baird. There were about 120 people in attendance that heard a presentation provided by staff. After the presentation, we answered question for 90 minutes. This meeting was the first in what will likely be a series of meetings and information sharing with folks in the area. It is clear that more education will be required and that policy discussions will need to continue with Council to determine exactly what we all want to accomplish. From a housing perspective, adding the contiguous and the undeveloped property to the Urban Growth Boundary is essential to meet the needs previously identified for housing. Staff will need to continue to work with Council to determine the importance of "annexing" property other than the undeveloped property to the City as future development might occur. It was clear there were at least some issues that most in attendance opposed. They did not want to pay City taxes and many did not want to see more traffic. We will continue to communicate with those in attendance and with Council as we move this opportunity forward.

We had approximately 30 people at our Pine Street Waterfront Overlay (PSWO) Community Meeting Wednesday evening. The results of the meeting were positive. Councilors Eggers and Hicks were both in attendance. The consultant Marcy McInelly (Urbsworks) gave a presentation of the work conducted thus far outlining the vision for the area and the way in which the new zoning overlay would guide development in order to achieve this vision. Members of the audience all agreed that the area needs revitalization. Some expressed concerns surrounding the way in which the vision may be achieved and skepticism a private developer may have in investing in the area, but for the most part both property owners

**PINE STREET WATERFRONT OVERLAY**

**OPEN HOUSE**

Please join us for a community meeting to discuss the Pine Street Waterfront Overlay.

City staff and the design consultant will be on hand to share project updates and collect community input on how to preserve Roseburg's Pine "Alley" as a historic, bikeable and walkable neighborhood.

Wednesday  
November 14, 2018  
6:00 - 7:30pm

LOCATION CHANGE  
500 SE Douglas  
Council Chamber

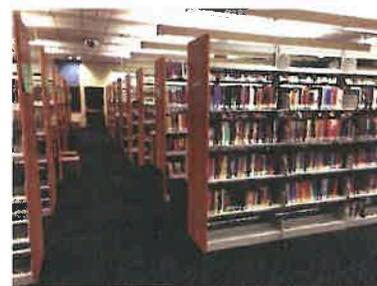
within the area and the general public agreed with the direction the project is going. They gave feedback concerning specific design standards for building height and roof pitch, and retaining the historical feel of the area. Staff will be consolidating comments provided at the meeting along with other project management team members' comments to give to the consultant in an effort to produce a new draft that can be reviewed for adoption.

Stuart and I also attended the Partnership's first Umpqua Basin Economic Alliance county-wide meeting held at the fairgrounds. The meeting provided us all with an opportunity to share what other Douglas County cities and chambers are working on and how the Partnership might be able to provide opportunities to move common economic agendas forward. As in Roseburg, many are dealing with housing issues as well as development constraints. Money and resources are also at a premium. The group will continue to work with the Partnership to move some common agendas forward.

Mayor Rich and I met with representatives from Blue Zones Umpqua to talk about proposals around tobacco policy that the organization would like Council to consider. We have made great strides over the years relating to tobacco policy in City parks and on most public properties. Blue Zones would like Council to consider some additional policy options around tobacco litter, recycling and regulations. The Mayor indicated that we should schedule a work session or special meeting in January, likely at our meeting of January 28<sup>th</sup>.



Last for this week, construction work on the Library and ESD headquarters is continuing, but has fallen a bit behind schedule. We still hope to have a soft opening for the library in the next couple of weeks. Kris, Liz and Adrienne have done an amazing job putting programs together and reaching out to the community in preparation of opening. We now have over 60 volunteers background checked and signed up for work within the library and this week we have at least 25 volunteers working to unpack and place books and other collection materials back on shelves in the newly carpeted stacks area. The large sign indicating Roseburg Public Library and small sign out front identifying Douglas Education Service District have been completed and look great. Carpeting and lighting in the library is almost complete and finish work and installation of computers, technology and other systems should be complete soon. The outpouring of public and individual support for this new endeavor is very gratifying. Thank you to all of you on Council for encouraging us to take on this valuable community service!



Have a great weekend everyone!



Friday November 9, 2018

Good Friday afternoon everyone. Let me start by reminding everyone that there are many opportunities locally and throughout the region to celebrate Veterans' Day and remember our military families this weekend. You can find a number of activities at this link provided by KQEN:

<https://kqennewsradio.com/2018/11/09/veterans-day-events-on-sunday/>.

The Roseburg Veterans' Day parade, "the best in Oregon" according to Councilor McDonald, will be held downtown beginning at 11:00 AM on Sunday morning. This is also the 100<sup>th</sup> anniversary of Armistice Day and people around the world are commemorating the 100-year anniversary of this incredibly significant event.



Staff spent time working with a number of our partners and service providers to forward a number of important community issues this week. We held a stakeholders meeting to begin data collection around what we hope to accomplish with the \$750,000 Department of Justice Mobile Crisis intervention grant which will roll out after the beginning of the year and provide funding for behavioral health assistance for law enforcement response over the next three years.

Amy, Koree, Shy and other City and regional staff met this week to work on our electronic storage and retrieval system and how it interfaces with our public records and archive statutes through Laserfiche. Utilization of the program has enhanced our efficiency in both records management and record retrieval. Making sure that our practices and procedures are in alignment with the State Archivist guidelines is an essential component of our process. Kelsey Quinn from the Oregon State Archives covered the basics of Public Records Law and retention schedules, how to better organize records, and how to deal with records held within a variety of technologies we all use on a daily basis. Public Records Advocate Ginger McCall discussed a bit of what her new office does and talked extensively about access rules regarding public records, including how to effectively manage and respond to public records requests. The training was intended for any local, county, special district or state personnel that deal with records on a regular basis and would like some guidance.



Various staff also met with Pacific Power representatives to work out a franchise agreement issue, the UCC Memorial Committee (which would like to create a public memorial in the future near the butterfly garden in Stewart Park), the new director of the Dream Center, Blue Zones staff (on local community gardens and community wide tobacco policy) and representatives from Umpqua Bank about their community volunteer program and opportunities with the Library.

The Public Works Commission met on Thursday and made recommendations to Council related to a Water Management and Conservation Plan Contract, and engineering contract for the West Avenue Transmission Main project and the refurbishment of the City's asphalt patch truck. You will see each of the recommendations at your November

26<sup>th</sup> Council Meeting. Because we need to change the December Public Works meeting date, the meeting yesterday turned out to be the last Public Works Commission that Councilor Kaser will chair for the City. Steve will be attending a League of Oregon Cities Board activity on December 6<sup>th</sup> and will not be able to attend the rescheduled meeting. Steve has been instrumental in working on our various Capital Improvement Plan efforts as well as providing leadership and direction for the Public Works Commission on behalf of the City Council and staff. Thank you Steve for your hard work and dedication to our community.

HR Director John VanWinkle has been busy with many of our departments recruiting for different positions. They are in the final process of vetting individuals for four police positions, an IT helpdesk position and continue to recruit for a Youth Services Librarian position and will be out again soon for a City Engineer/Project Manager position. While we are continuing to recruit for police officers, we are optimistic that this most recent recruitment will provide a number of new officers.

I will be in Portland this weekend presenting an update on PERS to the Oregon School Boards Association with Carol Samuels from Piper Jaffray. We will give a brief history of the system and the impacts of the updated actuarial valuation on the State of Oregon, local governments and school districts. Carol and I have presented at OSBA, LOC, School Finance and Oregon Government Finance conferences periodically over the last fifteen years or so. PERS continues to be a significant cost driver for all public agencies and it is important that we understand the impacts and the opportunities. I am quite sure it will again be a topic during the 2019 Legislative session, but it is unclear what side of the equation (revenue increase or benefit reduction) will drive the discussions.

Have a great weekend everyone. Enjoy the parade and other activities and please remember City Hall is closed on Monday in recognition of the Veterans' Day holiday.



Friday November 2, 2018

Good Friday afternoon everyone. Given the upcoming holidays just a reminder that we will not be meeting November 12<sup>th</sup> or December 24<sup>th</sup>, so we will be loading up items on November 26<sup>th</sup> and December 10<sup>th</sup> to insure we don't get behind as a result of missing those two meetings. Right now I anticipate that we will have an early (6:00 PM) Urban Renewal Board meeting on the 26<sup>th</sup> to talk about housing incentive policy options in our new Urban Renewal District out Diamond Lake Boulevard. We have received a number of inquiries about what type of incentives might be available, and it is important that the Board weigh in on those policies so potential developers can determine how best to move forward with multi-family development opportunities in the area. Normally we would schedule Urban Renewal after your regular meeting, but Council has an Executive Session scheduled to provide for the Judge's regular annual evaluation at the end of your meeting. We do think the UR discussion will take an hour or so in any event.

The Douglas County Assessor's office updated the real market value and assessed value in early October and the information is now available on its website. Given the very low growth or loss of value that has been occurring over the last few years it was refreshing to see that RMV had increased double digits



from last year and that most regular property assessed value increased by the 3% allowed in law and new construction added an additional 2% or so in assessed value. The overall AV growth this year was right a 5% which will provide a little revenue flexibility and provide better information for us to update our six year forecast model. We had anticipated that this type of growth would have occurred each of the last couple years, but we are pleased that the value increases are finally being reflected in our assessed value and provided the necessary income to provide services in our community.

The values for our current Urban Renewal plan area increased almost 10% which will also provide a bit of a boost in the final year of our existing District. Based on the plan's expiration date of September 30, 2019, we anticipate we will be able to reinstate a couple of projects that had been removed from our Capital Improvement Plan due to lack of revenue. We will move those highest priorities back into the plan in an effort to get them done by that September termination date. Given that tax turnovers do take place until November/December of the following year, staff will be bringing forward either a resolution or other direction to not levy tax increment after June 30, 2019 and acknowledge the end of the plan duration effective September 30, 2019. That will allow all taxing districts, including the City, to plan for the addition of approximately \$280 million in assessed value back on the tax rolls which will generate over \$4.2 million in regular tax revenues beginning in fiscal 2019.

Staff has spent a considerable amount of time over the last few weeks moving forward on projects related to Council goals. The Housing Needs Analysis work has begun and we are working with multiple consultants to develop not only the statutory Needs and Buildable Lands Inventory, but also, with grant funding, an evaluation of the impacts on emergency, transitional and permanent housing that are necessitated by transitional and permanent housing that are necessitated by transient, homeless and generally unhoused individuals in our community.

CDD staff has also scheduled a community meeting regarding the recently supported Urban Growth Boundary Swap project for Hucrest Elementary School on November 13<sup>th</sup> at 7:00 PM. The potential swap could be a critical component in providing more affordable and efficient housing within our urbanized area. We are fully aware that the already developed area of Charter Oaks has residents that will not support this proposal. Our goal is to add undeveloped land to the UGB and then the City that can be affordably developed and provide needed additional home sites.

**City of Roseburg**  
**Urban Growth Boundary Swap Community Meeting**

Learn how the City is proposing to address future housing needs by adjusting its Urban Growth Boundary (UGB) through a UGB swap process.

Find out how this may affect the community and your neighborhood.

**Agenda**

1. Current Housing Situation
2. UGB 101
3. UGB Swap Process
4. Affects on your neighborhood
5. Q and A

**WHEN**  
**November 13th**  
**7:00 pm**

**WHERE**  
**Hucrest Elementary**  
**Cafeteria, 1830 NW Kline St.**

Questions? - Contact the Community Development Dept.  
 541-492-6790 or [odd@cityofroseburg.org](mailto:odd@cityofroseburg.org)



Staff is also working on the agreement(s) to provide for the potential jurisdictional transfer of Highway 99 north of Costco once completed by Douglas County as well, and Urban Growth Management Agreement amendment and eventual annexation of the roadway. We plan to have an initial agreement in front of Council in December or January that will guide our process going forward. The project will likely take about a year to complete and the UGMA process will also take a number of months. Ultimately, completion of the entire process will likely be late in 2019 or early 2020, but we must get an initial agreement to move forward so there is assurance that the County will build the improvements and that we will take them over and eventually annex the improvements when completed.

I was very disappointed that I was unable to attend the 50<sup>th</sup> Neewollah Parade and activities on Wednesday, but I hope some of you were able to attend. It looked like a great event for young and old alike. Have a great weekend everyone.



Friday October 26, 2018

Good Friday afternoon everyone! It looks like some long awaited rain has arrived and will stick around for a while this time. Maybe this will knock the fire danger down to a point where we can enjoy the many recreational opportunities around the Umpqua Valley and not worry quite so much. Thanks to all of you for your attendance at Monday's Council meeting and to those of you who had the opportunity to attend the League of Oregon Cities session prep workshop. There will very likely be opportunities during the 2019 session to weigh in on some important statewide policy issues that will affect cities around the state and in southern Oregon.

On Monday and Thursday this week, our local steering committee met with potential academic partners to move our vision of a local allied health college forward. The committee consists of representatives from the Partnership, Douglas County, the City of Roseburg, the state legislature, the medical community and the veterans' administration. We will be meeting again soon to determine which college may best fit the group's vision for the future needs of rural Oregon and our community. We have been working towards this opportunity for almost five years now, and it appears that we may be able to move this forward with the legislature and Governor's office.



Kris Wiley had an opportunity to take some of our library funders and supporters on a tour of the library this week. The renovation timeline has slipped a little and it now looks like our soft opening will likely be the week of November 5th. Our Library staff, particularly Liz Hendershott, is very busy recruiting volunteers with almost 50 signed up to help in some capacity. They are also working with staff and students from Phoenix School to provide a large number of student volunteers at least one day a week. We were unable to fill the Youth Services Librarian position during the last recruitment so we are back on the recruiting trail and hope to fill the position by the end of the year.

Wednesday I had the opportunity to speak to the Exec Club at the invitation of Tom Nelson. The Exec Club is a group of local business folks representing a diverse group of business interests throughout central Douglas County. It is always nice to provide City updates to the business community. It is also an opportunity to hear back directly from citizens involved in local businesses about their concerns and questions. Our business community is very supportive of the direction our Council has taken relating to housing, infrastructure, and particularly the new Urban Renewal area.

I think Diamond Lake Boulevard has great potential and I am looking forward to bringing some policy options to Council sitting as the Urban Renewal Agency Board at your November 26 meeting. We have already been approached by three separate potential developers with multi-family opportunities if we can provide some incentives through our new Urban Renewal District. Staff is planning on bringing you some options to consider that relate to SDC buy downs, frontage improvement offsets, public improvement

participation and job creation. There will likely be some assessed value increase components that will generate new Tax Increment Financing as well. After seeing how other UR Districts have handled incentives, it appears that the above list, while not exhaustive, is pretty representative and we believe will provide adequate incentive to entice some development in the very near future. Staff will continue to evaluate façade improvement policies and wetland and environmental abatement incentives for your consideration in the future.

Roseburg Public Schools announced recently that Lee Paterson, former Superintendent of Schools would be taking the helm at RPS for the remainder of this school year beginning next week. I worked with Lee during his final five years at RPS and I wish Lee and the school district the best for the rest of the year. We work closely with RPS on many things from the School Resource Program to Emergency Management to shared field space for student athletics and recreation. We look forward to working with Lee and the entire administration to move forward.

Last, but certainly not least, please note that next Wednesday, October 31st marks the 50<sup>th</sup> anniversary of the Neewollah Parade for kids and families in downtown Roseburg. The event usually brings over 500 kids and adults to downtown for this early evening activity.



Have a great weekend everyone!

Friday October 19, 2018

Good Friday afternoon everyone! First, please drop by the Travel Oregon Mural Trail opening at 10:00 a.m. tomorrow at the Roseburg Public Library. Travel Oregon has gone to great lengths to promote rural Oregon through its Only Slightly Exaggerated advertising campaign. You can watch a short video at <https://www.youtube.com/watch?v=XXRBLyQQ78A>



related to the overall program and you can find a link to the mural trail at <https://traveloregon.com/things-to-do/events/visual-performing-arts-events/oregon-mural-trail/>. Our unveiling will be the first Travel Oregon event related to the mural trail. We hope to see you there.

Thanks to all of you who participated in the Chamber luncheon Monday for the upcoming Council election. It was a nice opportunity for each of the candidates to express their views and answer questions posed by the Chamber and the audience. Election Day is almost upon us, so please be sure and vote on these very important leadership positions.

Tuesday, Council President Ryan and I attended the Open World exchange luncheon held at the Cow Creek Tribal offices. Each of the last twelve years, Umpqua Community College and the Cow Creek Tribe have hosted a group of young professionals and/or educators from the Ukraine in our community. The visitors tour parts of our community and work with UCC representatives to learn about some specific topics. This year in particular they were learning about STEAM education implementation. Science, Technology, Engineering, Arts and Math are a particular emphasis in the US now and apparently around the world. They are always interested in local government and our structures, so Councilor Ryan and Commissioner Freeman each talked about our form of local government and the local Tribal representative spoke on behalf of the Cow Creek Tribal Government.

Staff is continuing to evaluate some potential policy options for Council to consider relating to multi-family development incentives in the new urban renewal plan area. It appears that the most common incentives relate to utilizing tax increment funds generated by a development to either buy down SDC costs or repay local improvement costs relating to on-sight or frontage improvements that are part of the public system. Other types of incentives may relate to job creation or redevelopment of land that is part of the "blight" in the area. I hope to have some options for you to consider at your November meeting, which will likely be as the Urban Renewal Board. We are currently talking with representatives from at least three potential developments that could add over 150 apartment units and some additional detached units over the next two years. Having approved policy options for them to consider could make a difference in the size and structure of the developments.

We would like to welcome new employee Pat Cook to our team, as the new Park Maintenance Supervisor. Pat attended Sacramento State University and University of

Georgia where he obtained a Turf Management Certificate. He holds a Pesticide Applicator License through Oregon Department of Agriculture, has been a Golf Course Superintendent Association of America Class A superintendent for 18 years and is a licensed landscape contractor. Before coming to the City, Pat worked for H.D. Fowler Company in outside sales irrigation, was a regional manager for Ewing Irrigation & Landscape Supply, and a superintendent at Salem Civic Association. His experience and knowledge of park operation, maintenance, and heavy equipment will be a great addition to our team. Please help us in welcoming Pat to the City.

Please remember that there is a regional League of Oregon Cities “effective local priority advocacy” meeting on Monday at 10:00 am at the Public Safety Center in the Umpqua Conference Room. The LOC bulletin included the following:

**Effective Local Priority Advocacy**

This year the League is rolling out its 2019 legislative priorities in a new way. The League’s advocacy staff will conduct a series of two-hour workshops entitled “Effective Local Priority Advocacy” for city officials at regional sites throughout the state.

The primary goals of these workshops:

1. Impart knowledge about the League’s legislative priorities.
2. Explain effective grassroots advocacy.
3. Collect anecdotal evidence (stories) that will be helpful in presenting testimony during the 2019 session.

During the month of October, 16 workshops will provide background to League members on the 2019 legislative priorities developed through the LOC policy committee and priority survey process. In addition, these workshops will focus on issues specific to each region and offer training to city officials on the art of meaningful and effective communications with legislators. Unlike past years, League staff will organize and conduct these meetings.

Have a great weekend everyone. See you Monday for the LOC workshop and your regular Council meeting.

CITY HALL



# ELECTED ESSENTIALS WORKSHOPS

**New to city government? Need a refresher on government fundamentals?**

**Plan now to attend one of 13 FREE trainings around the state.**

Topics covered include:

- Public records and public meetings
- Ethics
- Roles and responsibilities of councilors, mayors, city managers and staff
- Achieving a high-functioning governing body
- Regional topics customized to each location

## **Dates and locations:**

November 28 – McMinnville

November 29 – Tigard

November 30 – Hood River

December 5 – Manzanita

December 6 – Waldport

December 12 – Monroe

December 12-13 – Hermiston  
(two evening sessions)

December 13 – Bandon

December 13 – Klamath Falls

December 14 – Grants Pass

January 10 – Sisters

January 18 – Baker City

January 23 – Keizer

**SEATING IS LIMITED – REGISTER NOW!**

**[www.orcities.org](http://www.orcities.org)**