

AMENDED



Handwritten initials/signature

ROSEBURG CITY COUNCIL AGENDA – MAY 9, 2022

City Council Chambers, City Hall

900 SE Douglas Avenue, Roseburg, Oregon 97470

Public Online Access:

City website at <https://www.cityofroseburg.org/your-government/mayor-council/council-videos>

Facebook Live at www.Facebook.com/CityofRoseburg

Comments on Agenda Items and Audience Participation can be provided in person or electronically via Zoom. See next page for instructions on how to participate in meetings.

6:45 p.m. Special Meeting

City Councilor Interviews – Ward I, Position I

6:45 p.m. – Kylee Rummel

7:00 p.m. Regular Meeting

1. Call to Order – Mayor Larry Rich

2. Pledge of Allegiance

3. Roll Call

Shelley Briggs Loosley

Beverly Cole

Bob Cotterell

Sheri Moothart

Brian Prawitz

Patrice Sipos

Andrea Zielinski

4. Mayor Reports

A. EMS Week Proclamation

B. National Public Works Week Proclamation

C. City Councilor, Ward I, Position I Appointment

D. Charter Committee Appointments

5. Commission Reports/Council Ward Reports

6. Audience Participation – In Person or via Zoom/See Information on the Reverse

7. Consent Agenda

A. Minutes of April 25, 2022 Council Meeting

B. Oregon Department of Aviation Pavement Management Program Agreement Authorization

8. Department Items

A. Annual Fee Adjustment Discussion

B. Providing Interim Cash Flow Financing for Off Street Parking Fund

C. Ground Lease Assignment Request – Corporate Hangar 12

9. Items from Mayor, City Council and City Manager

10. Adjourn

11. Executive Session ORS 192.660(2)

Informational

A. City Manager Activity Report

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:

Comments may be provided in one of three ways:

- In person during the meeting in the Council Chambers, Roseburg City Hall, 900 SE Douglas Ave.
- Email by sending an email by 4:00 p.m. the day of the meeting to info@cityofroseburg.org
- Virtually during the meeting. Contact the City Recorder by phone (541) 492-6866 or email (info@cityofroseburg.org) by 4:00 p.m. the day of the meeting to get a link to the meeting.

Provide your name, address, phone number and which item on the agenda you wish to speak.

When participating virtually, log or call in prior to the start of the meeting using the link or phone number provided.

- When accessing the meeting through the **ZOOM link**, click “Join Webinar” to join the meeting as an attendee.
- When accessing the meeting through the **phone**, call the number provided.
- All attendees will be held in a “waiting room” until called on to speak.

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 not have been previously presented to Council.

A total of 30 minutes shall be allocated for the “Audience Participation” portion of the meeting.

CITIZEN PARTICIPATION

- Anyone wishing to speak regarding an item on the agenda may do so when Council addresses that item.
- Anyone wishing to speak regarding an item on the Consent Agenda, or on a matter not on the evening’s agenda, may do so under “Audience Participation.”

PROVIDING COMMENTS

For each item in which speakers have requested to speak, the order will be as follows:

1. Speakers who attend in person will be called up to speak by the Mayor in the order in which they signed up.
2. Speakers on Zoom (video or phone only) will be called on to speak by the Mayor in the order in which they signed up. Each speaker will be brought in from the “waiting room” into the meeting to provide comments, then moved back to the “waiting room” after comments are provided.
3. Emailed comments to be read by the Mayor

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

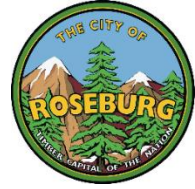
1. Postpone the public comments to “Items from Mayor, Councilors or City Manager” after completion of the Council’s business agenda, or
2. Schedule the matter for continued discussion at a future Council meeting.

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

The City Council meetings are on Facebook Live and available to view on the City website the next day at: <https://www.cityofroseburg.org/your-government/mayor-council/council-videos>

The full agenda packet is available on the City’s website at: <https://cityofroseburg.org/your-governement/mayor-council/council-agendas>.

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



WARD 1 CITY COUNCIL INTERVIEWS/APPOINTMENT

Meeting Date: May 9, 2022
Department: Administration
www.cityofroseburg.org

Agenda Section: Mayor Reports
Staff Contact: Amy Sowa, ACM/City Recorder
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

City Councilor Alison Eggers resigned her position as representative of Ward 1. Therefore, there was a vacancy to be filled on the City Council for Ward 1, Position 1.

BACKGROUND

A. Council Action History.

The City Council accepted Alison Egger's resignation on April 11, 2022. Immediately thereafter, Staff advertised the City Council vacancy through the local news media, social media and the City's website, with a deadline of April 29, 2022 established for application submission.

Two applications were received for this position. One applicant has withdrawn their application. The remaining applicant has been invited to attend the meeting for their interview, which has been scheduled as follows:

6:45 p.m. Kylee Rummel

B. Analysis.

Roseburg Municipal Code Chapter 2.10 requires the City Council to interview City Council candidates at a public meeting.

To the extent possible, the Council is to act to fill the vacancy at the same meeting in which it interviews candidates. Following the interview, the Council may make the appointment or solicit additional candidates for consideration at a later meeting before making an appointment.

Anytime during the process, a three-fourths vote of the entire membership of the current Council may terminate the procedure and make an appointment.

C. Financial/Resource Considerations. N/A

D. Timing Considerations.

To ensure appropriate representation for the residents of Ward 1, it is recommended the appointment be made as soon as practical.

COUNCIL OPTIONS

1. Interview the applicant and make an appointment; or
2. Interview the applicant and choose to solicit additional candidates for consideration at a later meeting; or
3. With a minimum of six affirmative votes, vote to discontinue the procedure as outlined in the above analysis and make an appointment.

STAFF RECOMMENDATION

Staff recommends the City Council proceed with interviewing the applicant for the City Council vacancy.

SUGGESTED MOTION

After the interview is complete, if Council is ready to proceed with an appointment, the appropriate motion would be ***"I MOVE TO APPOINT _____ TO FILL THE WARD 1, POSITION 1 VACANCY, THROUGH DECEMBER 31, 2022."***

ATTACHMENTS:

Attachment #1 – Interview Questions

Attachment #2 – Kylee Rummel Application

SPECIAL MEETING INTERVIEW QUESTIONS
ATTACHMENT #1

QUESTIONS FOR PROSPECTIVE CITY COUNCIL MEMBERS

1. Since everyone may not know you, briefly tell us your name, where you work(ed) and your involvement in the community.

2. What skills and experience do you have that you feel makes you a good fit for City Council?

3. Why did you apply for appointment to the City Council?

4. What role do you see City government playing in the community?

5. What role, if any, do you believe City Councilors should play in the day-to-day operations of City government?

6. How do you deal with conflicts? Talk about a time you had a conflict with a co-worker or fellow citizen and how you dealt with that.

7. List three priorities you feel the Council should concentrate on during 2021-2022.



CITY OF ROSEBURG COMMISSION APPLICATION

Application for Appointment to: **CITY COUNCIL, WARD 1 POSITION 1**

City Council Meetings are held at 7:00 p.m. on the 2nd and 4th Monday of each month in the Council Chambers of City Hall. In addition to the regularly scheduled Council meetings, Council members will generally spend time reviewing material in preparation for the meetings and attend additional meetings as well as talking and corresponding with constituents. As the elected legislative body of the City of Roseburg, the City Council has overall responsibility for the scope, direction and financing of City services.

Name: Rummel Kylee
Last First

Home Address: 674 NE Channon Ave 97470
Street Zip Code

Phone Number: (541) 733-4546 Cell Phone: (541) 733-4546

Email Address: kyleerrummel@gmail.com

Occupation Controller - Fiscal UCAN
Place of Employment

Business Address 280 Kenneth Ford Dr; Roseburg (541) 492-3901
Phone

1. Do you reside in the Roseburg city limits Ward ^{#1}2? Yes No
2. Have you resided within the Roseburg city limits for at least one year immediately preceding this application? Yes No
3. Are you a registered voter? Yes No
4. How did you learn about this vacancy?
Newspaper Social Media City Website Word of Mouth
Other Please Specify: Facebook
5. At least two meetings a month or more are required plus significant time reading agenda material to prepare for meetings. Do you have flexibility to attend the regular meetings on the 2nd and 4th Mondays at 7:00 p.m.? Yes No

Please check the times when you would be able to attend additional meetings.

Morning (7:30 or 8:00 a.m.) Afternoon (4:00-6:00 p.m.) Evening (7:00 p.m.)

6. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?

I have a Bachelor's of Science Degree in Business/Accounting and 14 years of work experience in my field: 11 years working in the small business sector and 3 years working for a community action agency. Throughout my career, I have honed my ability to make strategic financial decisions, often in a stressful or tense environment. In my current position with UCAN, I manage cash flow and oversee \$40 million in annual revenue and expenses.

I feel that my business and financial skills, as well as experiencing working for both small businesses and now a community action agency provide me a different perspective that would be beneficial in representing the community on City Council.

7. Please list community topics of particular concern to you that relate to this appointment.

Homelessness in Roseburg is a great concern. Having a greater homeless population has a wide impact on our community as it impacts everything from our local economy to the ability to feel safe taking our children to parks. Many great strides are being made, but we have a long way to go.

Attracting young professionals to Roseburg is a concern. While the younger demographic in Roseburg is growing, the average household income through 2020 is \$47,920, with 24.7% of the population holding a bachelor's degree or higher. In order to grow our local economy, we need to attract more educated professionals to the area, which means creating jobs and opportunities that will attract those professionals to Roseburg.

8. Please list your reasons for wishing to be appointed.

While I have the skill for the number-side of things, I have a great love for this community. I was born and raised in Douglas County, and I want to play a role in ensuring that the place I call home remains a wonderful place to live for many generations to come. I feel that my business and financial background, along with a passion for this community would make me a great asset on City Council.

Kylee Rummel

Digitally signed by Kylee Rummel
Date: 2022.04.12 15:00:12 -07'00'

04/12/2022

Applicant Signature

Date

Return completed application to the City Hall Lobby at the Finance Department Window, 900 SE Douglas, Roseburg, OR 97470 or e-mail to info@cityofroseburg.org. Applications close on Friday, April 29, 2022 by 5:00 p.m.

If applicable, you will be advised when the City Council will conduct interviews of the applicants. Plan to be present to discuss your application with the Council. The Council will endeavor to make its selection at that meeting; however, they may wish to take more time to deliberate before making the appointment.

Information on this form is public information.

Thank you for your expression of interest in serving the community.

Note: City of Roseburg employees may not serve on an elected body.



CITY OF ROSEBURG CITY COUNCIL APPLICATION

Application for Appointment to: **CITY COUNCIL, WARD 1 POSITION 1**

City Council Meetings are held at 7:00 p.m. on the 2nd and 4th Monday of each month in the Council Chambers of City Hall. In addition to the regularly scheduled Council meetings, Council members will generally spend time reviewing material in preparation for the meetings and attend additional meetings as well as talking and corresponding with constituents. As the elected legislative body of the City of Roseburg, the City Council has overall responsibility for the scope, direction and financing of City services.

Name: Behlke Flower
Last First

Home Address: 1199 NE Grandview Drive 97470
Street Zip Code

Phone Number: 637-9740 Cell Phone: _____

Email Address: flower.behlke@umpqua.edu

Occupation FT Student & R.D. of State House / U.C.C. State House
Place of Employment

Business Address 1199 NE Grandview Drive/1140 Umpqua College Road 440-4600
Phone

1. Do you reside in the Roseburg city limits Ward 1? Yes No
2. Have you resided within the Roseburg city limits for at least one year immediately preceding this application? Yes No
3. Are you a registered voter? Yes No
4. How did you learn about this vacancy?

Newspaper Social Media City Website Word of Mouth

Other Please Specify: I watch on facebook when there are meetings. Heard the announcement while watching.

5. At least two meetings a month or more are required plus significant time reading agenda material to prepare for meetings. Do you have flexibility to attend the regular meetings on the 2nd and 4th Mondays at 7:00 p.m.? Yes No

Please check the times when you would be able to attend additional meetings.

Morning (7:30 or 8:00 a.m.) Afternoon (4:00-6:00 p.m.) Evening (7:00 p.m.)

6. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?

I don't have government experience, but I am the Resident Director and the Strategic Energy Management Coordinator for Umpqua Community College's Athletic housing for women, The State House. I have been giving these two positions while I am in full time attendance at U.C.C. These positions require me to listen to large groups of people expressing concern for the culture and environment they live in. I work with these residents to provide civil living situations as the R.D. As the SEM Coordinator, I work to find ways to that the college can be more energy efficient in their housing facilities.

Prior to working with U.C.C. I was the Case Manager for Casa de Belen. I stayed on as the sole employee after the permanent shut down, and was adopted by U.C.C., so to speak.

If I were chosen for this appointment in Ward 1, I would do my best to be a reasonable, and level-headed voice for my ward. I am positive, and forward thinking, and I learn very quickly. I also have a large number of college students that I can access for volunteer projects through out our ward to help keep it litter free and thriving.

7. Please list community topics of particular concern to you that relate to this appointment.

I live in a part of the community where homelessness, and encampments are a constant concern. I was a homeless youth in the city of Roseburg from 13 to 18 years of age. I have much empathy for the homeless population of our community, and I believe that the disconnect between the homeless and the housed is a lack of understanding and empathy. I hope to be a representative of the people in the ward who want to find workable solutions to the issues that they want to address too, and maybe spark some excitement and motivate the people who reside in our ward to do more volunteer projects that will benefit them in their own neighborhood.

8. Please list your reasons for wishing to be appointed.

I don't have anyone representing me in our local government, and I think others might feel like I do. I would like to be that representation.

I want to give back to my community. I would not be where I am if this community hadn't loved and supported me through some of my hardest times in life.

I am in school to earn a Business Administration degree, and many things that occur in city council meetings are things I am actively learning in our local community college.

This would help me being a better student, and help the community! Double win!

I believe that change comes from within, and I believe in being the change that I want to see in the world. I am a rainbow haired, middle aged, fulltime college student who loves the Umpqua Valley and everything it has to offer. What more could you ask for in a city council member, right?



Applicant Signature

04/15/2022

Date

Return completed application to the City Hall Lobby at the Finance Department Window, 900 SE Douglas, Roseburg, OR 97470 or e-mail to info@cityofroseburg.org. Applications close on Friday, April 29, 2022 by 5:00 p.m.

If applicable, you will be advised when the City Council will conduct interviews of the applicants. Plan to be present to discuss your application with the Council. The Council will endeavor to make its selection at that meeting; however, they may wish to take more time to deliberate before making the appointment.

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Thank you for your expression of interest in serving the community.

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PROCLAMATION

CITY OF ROSEBURG, OREGON

EMS WEEK

To designate the Week of May 15-21, 2022 as Emergency Medical Services Week

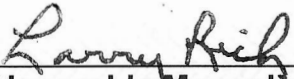
- WHEREAS:** Emergency medical services are a vital public service; and
- WHEREAS:** The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS:** Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS:** The emergency medical services system consists of physicians, nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and
- WHEREAS:** The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS:** It is appropriate to recognize the value and the accomplishments of emergency medical service providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I, Larry Rich, Mayor of the City of Roseburg, do hereby proclaim the week of May 15-21, 2022 as

Emergency Medical Services Week

with the theme, "Rising to the Challenge", and encourage citizens to observe this week with appropriate programs, ceremonies and activities.

DATED this 9th day of May 2022.



The Honorable Mayor Larry Rich



PROCLAMATION

CITY OF ROSEBURG, OREGON

National Public Works Week – Stronger Together

WHEREAS: Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Roseburg; and

WHEREAS: These infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment, public buildings, and other structure and facilities essential for our citizens; and

WHEREAS: It is in the public interest for the citizens, civic leaders and children in Roseburg to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in our community; and

WHEREAS: The year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Larry Rich, Mayor of the City of Roseburg, Oregon, do hereby proclaim the week of May 15-21, 2022 as

National Public Works Week

and urge all citizens to join in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety and quality of life.

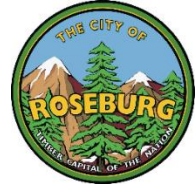
DATED this 9th day of May 2022.

Larry Rich

Honorable Mayor Larry Rich



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



ROSEBURG CITY CHARTER REVIEW COMMITTEE APPOINTMENTS

Meeting Date: May 9, 2022
Department: Administration
www.cityofroseburg.org

Agenda Section: Commission Reports
Staff Contact: Amy Sowa, ACM/City Recorder
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

A new Roseburg City Charter Committee was recently formed to include three city resident members.

BACKGROUND

A. Council Action History.

June 25, 2012: Staff provided a report to Council regarding revisions to the Charter and proposing a timeline to place a measure on the ballot in May of 2013. No further action was taken, and no changes were made to the Charter.

February 14, 2022: Staff provided a report to Council regarding establishing a committee to consider revisions to the Charter.

B. Analysis.

On February 14, 2022, Council directed staff to form a City Charter Committee made up of the City Recorder, City Attorney, councilors and city residents. Councilors Sheri Moothart, Andrea Zielinski and Bob Cotterell were approved by the Mayor to serve on this committee.

Recruitment for three citizen positions was posted on the City's website, social media and sent to the local news media starting April 12, 2022. Two applications were received by the deadline of 5:00 p.m. April 29, 2022, and are attached to this memo. A third application was received shortly after the deadline. This committee will meet monthly for a period of approximately six months.

The Roseburg City Charter Review Committee will work with staff and the City Attorney to review the current Charter for sections and/or language that may be outdated, and propose amendments for an updated Charter to the Council. This committee will report to the Roseburg City Council. Any amendments to the Charter require a vote of the people.

C. Financial/Resource Considerations.

There is no financial impact in appointing three citizen members to this committee. If a measure to amend the Charter is submitted for the May 16, 2023, Special Election, the City's costs could be between \$1500 and \$2000. Funds are available for this expense.

D. Timing Considerations.

Staff estimates review of the Charter by the committee and review of proposed amendments by the Council will take approximately seven months to complete. To meet the March 16, 2023 deadline to submit a measure for the May 16, 2023 election, Council would need to take action to place a measure on the ballot during a regular Council meeting no later than February 20, 2023.

COUNCIL OPTIONS

1. Appoint one, two or three citizen members to the City Charter Review Committee;
or
2. Choose to solicit additional candidates for consideration at a later meeting.

STAFF RECOMMENDATION

Staff has no recommendation regarding appointment. Councilors Zielinski, Moothart and Cotterell reviewed the applications and will present their recommendation to the Council for consideration.

SUGGESTED MOTION

If Council is ready to proceed with appointments, the appropriate motion would be:

"I MOVE TO APPOINT _____ TO THE ROSEBURG CITY CHARTER REVIEW COMMITTEE."

ATTACHMENTS:

- Attachment #1 – Jeffrey Weller Application
- Attachment #2 – Betsy Cunningham Application
- Attachment #3 – Ashley Hicks Application



CITY OF ROSEBURG COMMITTEE APPLICATION

Application for Appointment to:

ROSEBURG CITY CHARTER REVIEW COMMITTEE

The Roseburg City Charter Review Committee will work with staff and the City Attorney to review the current Charter for sections and/or language that may be outdated, and propose amendments for an updated Charter to the Council. This committee will report to the Roseburg City Council. Any amendments to the Charter require a vote of the people.

Name: Weller / Jeffrey
Last First

Home Address: 1531 NW Primrose Ct / 97471
Street Zip Code

Phone Number: (916) 230-6701 Cell Phone: (916) 230-6701

Email Address: jwellercpa@hotmail.com

Occupation Semi-retired CPA / Jeffrey M. Weller, CPA, MST
Place of Employment

Business Address P.O. Box 974, Roseburg, OR 97470 / (916) 230-6701
Phone

1. Do you reside within the Roseburg city limits? Yes No
2. Do you own property or a business within the City? Yes No

3. How did you learn about this vacancy?

Newspaper Social Media City Website Word of Mouth

Other Please Specify: _____

4. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?

50+ years professional accounting, tax, and consulting work. City of Roseburg Budget Committee. Douglas County Grand Jury. Board of Directors, Umpqua Actors Community Theater.

I hope to bring my years of experience working with people at all levels of education and financial status, along with extensive business acumen and technical abilities to assist the other Committee members in reviewing and modifying the current Charter to better reflect current conditions and activities within the city.

5. Please give a brief description of your involvement in community groups and activities.
City of Roseburg Budget Committee. Douglas County Grand Jury. Umpqua Actors
Community Theater Sponsor and Board of Directors.

6. Please list community topics of particular concern to you that relate to this
appointment.

Finance/Economic Development, homelessness/affordable housing, business licensing
and activities, law enforcement and other protective services. Getting a city charter that
citizens are interested in reading to learn and understand more about how the city is
governed.

7. Please list your reasons for wishing to be appointed.

I can bring my attention to detail, editing capabilities, and language skills to this project.
My associations with many attorneys over the years have given me familiarity with legal
concepts and wording. I am also willing to ask for (or provide) clarification when
questions arise. All of which also leads to my being considered one who relies on and
works well with others to accomplish given tasks.

8. Are you able to attend meetings virtually?

Yes

Meetings will generally be held on the 4th Wednesday of each month at 4:00 p.m. Are
you available to meet at that time? Yes No

Jeffrey M Weller

Digitally signed by Jeffrey M Weller
Date: 2022.04.27 14:13:25 -0700

04/27/2022

Applicant Signature

Date

Return completed application to the City Administration Office, 900 SE Douglas,
Roseburg, OR 97470 or e-mail to info@cityofroseburg.org.

You will be advised when the City Council will make appointments.

Information on this form is public information.
Thank you for your expression of interest in serving the community.



CITY OF ROSEBURG COMMITTEE APPLICATION

Application for Appointment to:

ROSEBURG CITY CHARTER REVIEW COMMITTEE

The Roseburg City Charter Review Committee will work with staff and the City Attorney to review the current Charter for sections and/or language that may be outdated, and propose amendments for an updated Charter to the Council. This committee will report to the Roseburg City Council. Any amendments to the Charter require a vote of the people.

Name: Cunningham Betsy
Last First

Home Address: 805 SE Stephens Apt 208, Roseburg 97470
Street Zip Code

Phone Number: _____ Cell Phone: (541) 580-2746

Email Address: cea2day@gmail.com

Occupation Retired /n/a
Place of Employment

Business Address n/a _____
Phone

1. Do you reside within the Roseburg city limits? Yes No

2. Do you own property or a business within the City? Yes No

3. How did you learn about this vacancy?

Newspaper Social Media City Website Word of Mouth

Other Please Specify: _____

4. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?

I completed college level course work about municipal government, including charters and other operational aspects of Oregon cities. I am familiar with relevant Oregon law, as well as practices for good governance. I see the city Charter as the starting point to ensure that for our all our citizens. I hope to contribute to a full review of our Charter that will evaluate it against a variety of our current needs. I also have some skills regarding outreach, which can help expand citizen involvement in the process.

5. Please give a brief description of your involvement in community groups and activities. Founder/chair of Housing First Umpqua (homeless advocacy). Served on City of Roseburg Homeless Commission's Basic Needs Committee. Serve on HTAG's Basic Needs & Housing Committees. Conduct online community discussion forums about various local issues. Prior: SERVICE/Neighborhood Watch (working to revitalize it now). Senior Center Farmers Market. Part of successful effort to revitalize Glide Community Club.

6. Please list community topics of particular concern to you that relate to this appointment.

Number one is having a Charter that is consistent with our deeds and needs. I would like to see a change to the process used to elect city councilors and mayor to make sure that people do not win by just a plurality and that those elected to these positions more clearly reflect at least a simple majority of voters. Also we might need to look at possible local control of campaign finance for city elections.

7. Please list your reasons for wishing to be appointed.

Before the city decided to convene this Charter Review Committee, I had been discussing with others in the community about the need for change to our city Charter for a while. Even the possible need for a citizens committee to look at making it happen. It seems that we might achieve a better outcome by having this take place within the City's Charter Committee process. Maybe we can find common ground and save time and money by having just one full proposal being put before the voters.

8. Are you able to attend meetings virtually?

Yes.

Meetings will generally be held on the 4th Wednesday of each month at 4:00 p.m. Are you available to meet at that time? Yes No

Astey Cunningham

04/25/2022

Applicant Signature

Date

Return completed application to the City Administration Office, 900 SE Douglas, Roseburg, OR 97470 or e-mail to info@cityofroseburg.org.

You will be advised when the City Council will make appointments.

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Thank you for your expression of interest in serving the community.



CITY OF ROSEBURG COMMITTEE APPLICATION

Application for Appointment to:

ROSEBURG CITY CHARTER REVIEW COMMITTEE

The Roseburg City Charter Review Committee will work with staff and the City Attorney to review the current Charter for sections and/or language that may be outdated, and propose amendments for an updated Charter to the Council. This committee will report to the Roseburg City Council. Any amendments to the Charter require a vote of the people.

Name: Hicks Last Ashley First

Home Address: 730 Se Flint Street Street 97470 Zip Code

Phone Number: (541) 541-673-0416 Cell Phone: (541)530-1460

Email Address: Ashleyroseburg@hotmail.com

Occupation Small Business Owner / Superior Drywall Company LLC
Place of Employment

Business Address 730 Se Flint Street (541) 673-0416
Phone

1. Do you reside within the Roseburg city limits? Yes No

2. Do you own property or a business within the City? Yes No

3. How did you learn about this vacancy?

Newspaper Social Media City Website Word of Mouth

Other Please Specify: _____

4. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?

I was elected and served four years as Roseburg city councilor. I have owned and operated a business for over twenty years here in Roseburg, Oregon

5. Please give a brief description of your involvement in community groups and activities.
Mostly community cleanup and working with ODOT on beautification projects.

6. Please list community topics of particular concern to you that relate to this appointment.

City manager residency, livestock ordinance, city council travel and expense just to name a few.

7. Please list your reasons for wishing to be appointed.

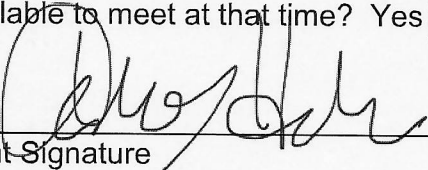
I have read the entire city charter and look forward to reviewing each section with this committee.

8. Are you able to attend meetings virtually?

Yes

Meetings will generally be held on the 4th Wednesday of each month at 4:00 p.m. Are you available to meet at that time? Yes No

Applicant Signature



~~April 29, 2022~~
Date

Return completed application to the City Administration Office, 900 SE Douglas, Roseburg, OR 97470 or e-mail to info@cityofroseburg.org.

You will be advised when the City Council will make appointments.

Information on this form is public information.
Thank you for your expression of interest in serving the community.

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL MEETING
April 25, 2022**



Council President Cotterell called the regular meeting of the Roseburg City Council to order at 7:00 p.m. on April 25, 2022 in the City Hall Council Chambers, 900 SE Douglas Avenue, Roseburg, Oregon. Councilor Zielinski led the Pledge of Allegiance.

ROLL CALL

Present: Councilors Shelley Briggs Loosley, Beverly Cole, Bob Cotterell, Patrice Sipos and Andrea Zielinski.

Absent: Mayor Larry Rich, Councilors Sheri Moothart and Brian Prawitz

Others Present: City Manager Nikki Messenger, Assistant City Manager/ Recorder Amy Sowa, City Attorney Jim Forrester, Community Development Director Stuart Cowie, Finance Director Ron Harker, Fire Chief Monte Bryan, Library Director Kris Wiley, Police Chief Gary Klopfenstein, Public Works Director Brice Perkins and Management Assistant Koree Tate.

HISTORIC PRESERVATION MONTH PROCLAMATION

Council President Cotterell proclaimed the month of May 2022 as Historic Preservation Month and called upon the people of Roseburg to join their fellow citizens across the United States in recognizing and participating in the special observance. Mr. Cowie thanked Council for the proclamation and said he had enjoyed his position with the City and learning about the unique history. He appreciated the Historic Resource Review Commission, volunteers and the Councilors who had served as Chair on the Commission. Historical structures in the city help let people know where they came from and where they were going to provide cultural identity and pride.

NATIONAL BIKE AND BICYCLE SAFETY MONTH WITH THE WEEK OF MAY 2ND AS WALK AND BIKE TO SCHOOL WEEK AND FRIDAY, MAY 20TH AS BIKE TO WORK DAY

Council President Cotterell proclaimed the month of May 2022 as National Bike and Bicycle Safety Month with the week of May 2nd as Walk and Bike to School Week and Friday, May 20th as Bike to Work Day. Paul Whitworth, Umpqua Velo Club President, thanked Council for the proclamation. The bicycle club had opportunities multiple times a week for different levels of riders to enjoy. They teamed up with Thrive Umpqua for a couple bike and dine events with the first on May 5, 2022 ending at Salud and the other on May 19, 2022 ending at Alexander's Greek Cuisine. He was working with Safe Routes to Schools and preparing for a bike fair on May 13, 2022 at Stewart Park next to the Tennis Center. On May 14, 2022, they planned for a grand opening of the Cooper Creek Trail and Lumber Landing outside of Sutherlin as a safe place for families to ride off road. The next venture was to have a middle school/high school mountain bike team at Champagne Creek with the hope to host a statewide race. Mr. Whitworth thanked the City for the Economic Development Commission tourism grant money that was put to good use for the winery tour and appreciated help from Anvil Northwest/Experience Roseburg for their promotions. The event brought in people from all over Oregon and other states.

BLUE ZONES DAY PROCLAMATION

Council President Cotterell proclaimed May 1, 2022 as Blue Zones Day and encouraged all citizens of Roseburg to unite as a community in showing pride for creating a more livable, vibrant and healthy future for all to thrive together. John Dimof, Thrive Umpqua Strategic Partnerships Director, thanked the Mayor and Council for the proclamation and said he was happy they had been able to continue the Blue Zones project, which was now Thrive Umpqua. They were gifted the opportunity five years ago when only four communities in Oregon were approved to have the project implemented. The community rose to the occasion for health and well-being and came together under a common theme. They were doing their part to make the community a healthier and happier place while being the connecting link for continued success for years to come. The national designation to communities showed measurable improvements and was a strict model that was applied over three years. They were able to continue the process and obtain results pertaining to adversity the community had to face during and post-pandemic times for health and well-being.

MAYOR REPORTS

Council President Cotterell congratulated the Police Department for their assistance and efforts for cleanups in the parks.

COMMISSION REPORTS

Councilor Sipos chaired an Airport Commission Meeting on April 21, 2022 where they discussed the updated 2022-2027 Capital Improvement Plan, staff provided a runway closure update, and the Corporate Hanger #12 agenda item was deferred to City Council for a final decision.

AUDIENCE PARTICIPATION

Max Stafford, 582 Glengary Loop Road, provided signed documents from unhoused citizens asking Council to stop the cleanup sweeps. He applauded cleanup efforts for the parks and riverbanks because it was a goal to have those areas clean. He did not like the oppression on the homeless and lack of news provided to the public for those who had perished. He suggested a safe place for people to go while the infrastructure was being prepared for the Navigation Center and urban campground. In the meantime, there was a citywide campground happening and no one was being told to leave the riverbanks or parks, but were losing their belongings. The homeless had to continually determine where to go the next time there was a posted notice for them to move. Mr. Stafford said the constant moving deterred them from getting on their feet, obtaining resources and resolving their issues towards stability and overcoming that type of lifestyle. He suggested designating a place for people to go and have advocates communicate and work with them. When goodness was brought to the people, they responded better. He wanted to see an open camp similar to the City of Sutherlin and allow them to govern their own area. If there were such a place to go, the lawlessness would slow down and make it easier to track and assist their needs. He suggested taking the risk and providing a place until other options were available.

Bernie Woodward, 326 NE Follett Street and Elk Island Trading Group, referenced his comment during a Homeless Commission Meeting where he questioned if it was a conflict of interest to have a Commissioner from UCAN, the City purchase UCAN property and then an agreement with UCAN to manage the Navigation Center. He asked Council to look into the

situation to ensure it was going in the right direction. He agreed the homeless should be moved out the City parks, noticed how clean the areas looked, and people were out walking and using the paths again. He had offered many solutions in the past to City staff and Commissions. He had provided boots on the ground and grass root efforts for years in response to the homeless situation. He had not sought funds from the City but said he had asked what he could do to make things better. He had sent multiple emails without response from Commissions, Council or others. He had suggested solutions for a tradeoff system. There was a time when they had twenty-four homeless camps on Elk Island, with the residents working together to keep it nice. He suggested legalized camping and allow private owners or public reserve property to use their land for a safe place to camp. It should be illegal to camp in public parks because those were needed for tourism and residents. He questioned money spent to open the Navigation Center and asked Council to rethink the idea of legal camping locations.

Chriset Palenshus, Umpqua Street, said she liked how the park looked when people were camping under the pavilion rather than out in the elements. She did not think tents were designed to be out in the rain. Those living in tents were more vulnerable to robberies and stress. There needed to be a solution where the unhoused could cover up and have their items in a safe locked space. Homelessness was a problem that was not going to stop immediately and more could face that type of lifestyle with the current economy. She did not want to see the unhoused traumatized by being forced to move, losing their belongings and not have a safe place to go. She felt the cleanups were criminal and said all could do better.

Betsy Callaghan, via Zoom, said she wanted to see Council help people find homes. It appeared that the unhoused go right back after a cleanup took place. Finding housing was the number one solution or at least provide multiple areas with handwashing and portable toilets. She did not see what the Navigation Center was going to do for the majority of the people. The cleanups cost a lot of money and could be used elsewhere.

Betsy Cunningham, via Zoom at 805 SE Stephens, on behalf of Housing First Umpqua, provided Council information for Safe Ground. That program was about providing basic sanitary services to people and was previously shared with Council. It was not a new concept but helped provide safety for residents and the unhoused. The information she sent to Council were highlights of what could be done to better manage homelessness until there was a solution. The processes she had seen had been were costly and suggested Council conduct an audit to see how much money had been spent since July for the constant displacements of the unhoused. She felt Council was ultimately responsible as elected officials for all the issues with cleanups in the community. Safe Ground was about providing public places or private property for people to be with access to portable toilets, washing stations, be able to prepare food and stay dry. Instead of a top down authority setting, it would be self-managed similar to the location in Sutherlin, Oregon. They had a smaller number of homeless in their community, but their program appeared to work. There was a lot of community support to have a similar program in Roseburg in multiple locations. Ms. Cunningham suggested researching the option because people had the right to exist somewhere. She asked to have the sweeps stopped. Housing First Umpqua was willing to support one encampment. She was concerned about money spent and used for the Navigation Center without having a plan for which people would be navigated.

Manya Nicholson, via emailed comment, said homeless sweeps were detrimental to the minds, bodies and morale of the homeless population. Roseburg had a need for a Safe Ground program that would provide a piece of land with facilities because she felt many would not opt to go through the Navigation Center once it was ready. The lack of restful sleep was not conducive to making proper choices and suggested the use of Micelli Park because it had water, a restroom, parking for RV's and flat land for tents. The city's beauty was not defined by how they hid the homeless, but by compassion and love from the community. Ms. Nicholson said there was no way to change everyone's life, but there could be a safe place to sleep and regroup.

CONSENT AGENDA

Councilor Briggs Loosely moved to approve the following Consent Agenda items:

- A. Meeting Minutes of April 11, 2022
- B. State of Oregon Coronavirus State Fiscal Recovery Fund Grant Agreement

The motion was seconded by Councilor Zielinski and approved with the following vote: Councilors Briggs Loosley, Cole, Cotterell, Sipos and Zielinski voted yes. No one voted no.

SPECIAL PRESENTATION – UMPQUA ECONOMIC DEVELOPMENT PARTNERSHIP ANNUAL REPORT

Wayne Patterson, Director, provided an annual Umpqua Economic Development Partnership report. His role was to promote economic growth through the county by fostering the best business opportunities and maximizing the advantages that were afforded by the unique area. The vision was devoted to attracting, retaining and expanding businesses and developing a highly skilled workforce to enhance the economy and quality of life here in Douglas County. Their mission was to develop and grow the workforce to meet the needs of local employers as well as to partner in the expansion of workforce housing, and to foster a new generation of youth with a focus on career paths and young entrepreneurs with an ambition to launch new businesses.

Their current strategic plan involved six pillars of development that included education, retention, recruitment and expansion, events, entrepreneurial development, workforce and branding Douglas County. Identifying and strengthening the area was an important piece of what economic development was, as it was the face of their outreach and what most businesses and people saw first before coming to the area. In response to Councilor Briggs Loosley, Mr. Patterson said there were different levels for a seat on the board. Most were \$5,000, the City paid \$55,000 and the County paid \$105,000. Other areas in Oregon varied in their pricing as well with some much higher. He inherited the pricing when he came on board, but had not changed the amounts since becoming director.

STEPHENS STREET ADA RAMP UPGRADE BID AWARD RECOMMENDATION, PROJECT NO. 22PW01

Mr. Perkins stated that as part of the City's annual pavement rehabilitation work, they identified the rehabilitation of Stephens Street from Diamond Lake Boulevard to Garden Valley Boulevard as the priority for 2022. The project consisted of grinding and repaving 68 feet wide and roughly 4,500 lineal feet of roadway and the replacement of 24 Americans with Disabilities Act (ADA) ramps. To encourage competitive bidding, staff divided the pavement management project (PMP) into phases. Phase I construction consisted of the removal and replacement of 24 ADA

ramps. Phase II would include a 3” grind and inlay. Phase I of this project was advertised for bid on March 18, 2022. Three bids were received on April 7, 2022:

No.	Bidder	Schedule A	Schedule B	Total Bid
1	Freedom Builders	\$ 274,368.00	\$ 62,724.00	\$ 337,092.00
2	Guido Construction	\$ 481,525.00	\$ 120,510.00	\$ 602,035.00
3	Brown Contracting	\$ 665,773.00	\$134,115.00	\$ 799,888.00
	<i>Engineer's Estimate</i>	\$ 395,105.00	\$ 94,665.00	\$ 489,770.00

Schedule A included all of the ADA ramps that were within the boundaries of the proposed overlay project. Schedule B included four additional ADA ramps along Stephens Street to the north of the proposed overlay project. The FY 21-22 Transportation Fund budget included \$1,200,000 for design and construction of overlay projects and \$275,000 for Street Construction projects for a total of \$1,475,000. Of this total, \$795,840 was available for this project.

Total project costs were:

Construction	\$ 337,092.00
Construction Mgt. Support (Century West)	\$ 58,438.00
Contingency (5% of const.)	\$ 16,854.60
Total Estimated Costs	\$ 412,384.60

The Notice to Proceed would be issued in May and the contractor would be allowed 103 calendar days to complete the project. The Public Works Commission discussed this project at their April 14, 2022, meeting and unanimously recommended awarding the project to the lowest responsible bidder, Freedom Builders, LLC, for \$337,092. Councilor Cole moved to award the 2022 Pavement Management Program – Phase I Project to the lowest responsible bidder, Freedom Builders, LLC for \$337,092. The motion was seconded by Councilor Zielinski approved with the following vote: Councilors Briggs Loosley, Cole, Cotterell, Sipos and Zielinski voted yes. No one voted no.

STEPHENS STREET ADA RAMP CONSTRUCTION MANAGEMENT SERVICES CONTRACT, PROJECT NO. 22PW01

Mr. Perkins reported the scope of services for the current task order provided complete construction management services for Phase I of the 2022 Pavement Management Project. The proposed cost of the task order was \$58,438. Funds were available in the current Transportation Fund budget to proceed with construction management services for Phase I of the project. Construction of the ADA curb ramps was planned to occur in FY 22 with the grind and inlay pavement maintenance in FY 22/23. The Public Works Commission discussed the task order at their April 14, 2022, meeting and unanimously recommended the City Council authorize a task order with Century West Engineering for construction management services for Phase I of the 2022 Pavement Management Project for an amount not to exceed \$58,438.

Councilor Cole moved to authorize a task order with Century West Engineering for construction management services for Phase I of the 2022 Pavement Management Project for an amount not to exceed \$58,438. The motion was seconded by Councilor Zielinski approved with the

following vote: Councilors Briggs Loosley, Cole, Cotterell, Sipos and Zielinski voted yes. No one voted no.

FULTON SHOP BUILDING REROOF BID AWARD RECOMMENDATION, PROJECT NO. 22PW07

Mr. Perkins stated the Public Works Shop Facility located at 425 NE Fulton Street was constructed in 1971. In 2007, DLR Group completed a facility condition assessment for City facilities. The roof on the Public Works Shop was original, and the facility assessment indicated the roof was at the end of its useful life and in need of replacement. In December of 2021, staff negotiated a contract with Wilson Architecture Inc. for design and construction management services for the project. The project was advertised on March 14, 2022, and five bids were received:

No.	Bidder	Base Bid	Alt #1	Alt #2	Alt #3	Total Bid
1	Roseburg Roofing	\$290,492.00	\$ 28,950.00	\$36,575.00	\$10,395.00	\$366,412.00
2	Rich Rayburn Roofing	\$368,000.00	\$ 15,000.00	\$21,000.00	\$15,500.00	\$419,500.00
3	Umpqua Roofing Co.	\$451,699.00	\$ 24,000.00	\$19,753.00	\$22,332.00	\$517,784.00
4	Richards Remodeling	\$758,286.00	\$ 41,230.00	\$47,970.00	\$ 4,984.00	\$852,470.00
5	WPI	\$400,000.00	\$470,000.00	\$60,000.00	\$10,000.00	\$940,000.00
	Architect's Estimate	\$333,667.00	\$28,019.00	\$48,188.00	\$4,109.00	\$413,983.00

Alternate 1- Changed the thickness of the membrane roofing material from 60 mil to 80 mil.

Alternate 2 - Added additional crickets below the roof membrane to improve drainage which meant it created an artificial slope.

Alternate 3 – Added additional interior roof drain(s).

The FY 2022-23 Water and Storm Capital Outlay budgets included a total of \$425,000 to complete the project. Total project costs were estimated as:

Asbestos Abatement	\$ 41,892.00
Construction: Base bid + Alt. 1 & 2	\$ 356,017.00
Construction Mgmt. Support (Wilson Arch.)	\$ 7,200.00
Contingency (5% of construction)	\$ 17,800.85
Total:	\$ 422,909.85

Mr. Perkins said a Notice to Proceed would be issued in May and the contract allowed 210 calendar days for completion of the project. The Public Works Commission discussed this project at their April 14, 2022, meeting and unanimously recommended awarding the base bid plus Alternates 1 & 2 to the lowest responsible bidder, Roseburg Roofing, for \$356,017.

05/09/2022

Councilor Briggs Loosley moved to award the Fulton Shop Building Reroof Project base bid plus alternates 1 and 2 to Roseburg Roofing for \$356,017. The motion was seconded by Councilor Zielinski and approved with the following vote: Councilors Briggs Loosley, Cole, Cotterell, Sipos and Zielinski voted yes. No one voted no.

PARKS MAINTENANCE EQUIPMENT PURCHASE – FORKLIFT TELEHANDLER

Mr. Perkins discussed the Parks Maintenance Division planned to purchase a new Forklift Telehandler in the current fiscal year. This equipment would allow staff to safely load and unload palletized materials such as fertilizer, lime, concrete, etc. from trucks and place the pallets where they would be stored. It could also be used to move and set large river irrigation pumps that had recently been mounted on pallets to improve storage, organization and safety. Staff requested quotes from three vendors that supplied this type of equipment:

#	Bidder	Bid Amount
1	Aerial Titans	\$73,700.00
2	Star Rentals	\$79,582.77
3	United Rentals	Unable to bid at this time

The FY 2021-22 Equipment Replacement Fund budget included \$165,000 for purchase of Parks Maintenance equipment. This budget included \$60,000 for the purchase of the Forklift Telehandler. Not all items budgeted this year would be purchased in the current fiscal year. Due to supply chain issues, one item was going to be carried forward to the FY 2022-23 budget, which left adequate funding to purchase the Forklift Telehandler in the current fiscal year. The Parks Commission reviewed this item at their April 6, 2022, meeting and unanimously voted to recommend to Council the purchase of a 2022 Genie GTH-5519 Forklift Telehandler from Aerial Titans for \$73,700. Mr. Perkins added the device would be shared across all divisions of Public Works.

Council President Cotterell questioned if the telehandler did not arrive in time for the current fiscal year, would the budget need adjusted. Mr. Perkins explained he had until August to still have it available for the current fiscal year. Ms. Messenger added the money would not disappear from this fiscal year to the next if the item was late. They could bring the item back for a budget adjustment to Council. Councilor Briggs Loosley moved to authorize the purchase of a 2022 Genie GTH-5519 Forklift Telehandler form Aerial Titans for \$73,700. The motion as seconded by Councilor Zielinski and approved with the following vote: Councilors Briggs Loosley, Cole, Cotterell, Sipos and Zielinski voted yes. No one voted no.

ITEMS FROM MAYOR/CITY COUNCIL/CITY MANAGER

Councilor Zielinski said she appreciated those who came forward during audience participation. Homelessness was a tough issue to handle, but she felt they could do a better job by knowing what the community wanted. She appreciated City staff for including a Zoom option to allow more people opportunity to speak.

Ms. Messenger explained she was contacted by the Oregon Department of Aviation (ODA) to close the airport runway. She felt the notice was not enough time and worked out a different schedule to allow box carriers and tenants more time to prepare. She also sent a grant agreement that would need signed that ODA was covering for the City’s portion of the match.

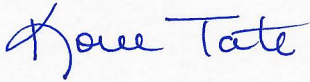
05/09/2022

Council agreed to proceed and Ms. Messenger would bring the item back to Council at the next meeting.

Councilor Briggs Loosley shared her experience watching Municipal Court and participating in a Police ride along. The departments were professional which she felt started at the top.

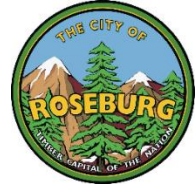
ADJOURNMENT

The meeting adjourned at 8:39 p.m.



Koree Tate
Management Assistant

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



OREGON DEPARTMENT OF AVIATION PAVEMENT MANAGEMENT PROGRAM AGREEMENT AUTHORIZATION

Meeting Date: May 9, 2022
Department: Administration
www.cityofroseburg.org

Agenda Section: Consent
Staff Contact: Nikki Messenger
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

The Oregon Department of Aviation (ODA) administers a statewide Pavement Management Program (PMP) for public use airports. The Roseburg Regional Airport is scheduled to receive major crack-sealing work this cycle. Given tight scheduling issues, the City Manager executed an agreement with ODA to perform this work. The issue for the Council is whether to authorize the City Manager to execute this agreement retroactively.

BACKGROUND

A. Council Action History.
None.

B. Analysis.

As explained under "Items" at the last Council meeting, staff was contacted by ODA staff in late April regarding PMP work that was scheduled for the Roseburg Airport. Roseburg is one of several airports receiving PMP work this summer. The majority of the work includes crack-sealing and re-striping the runway and taxiway connectors. The contractor indicated they would like to perform the work in early May. In order to accomplish this, the City Manager needed to execute an agreement with ODA defining and agreeing to the work. While the value of the agreement is over the City Manager's authority (\$50,000), there is no cost to the City.

C. Financial/Resource Considerations.

Total project cost is estimated at \$137,391.48. Typically, the City would have a ten percent match. Under this agreement, the state is covering the local match.

D. Timing Considerations.

The work was originally scheduled to occur the first week of May, but has been delayed due to weather. Given that the City Manager has already executed the contract, it would be appropriate to take action as soon as practicable.

COUNCIL OPTIONS

Council has the following options:

1. Authorize the City Manager to execute an agreement with the Oregon Department of Aviation for the Pavement Management Program work at the Roseburg Regional Airport; or
2. Request additional information.

STAFF RECOMMENDATION

Staff recommends the Council authorize execution of the agreement retroactively.

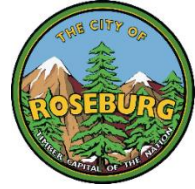
SUGGESTED MOTION

“I move to authorize an agreement with the Oregon Department of Aviation for the 2021 Statewide Airport Pavement Maintenance Program.”

ATTACHMENTS:

None.

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



ANNUAL FEE ADJUSTMENT DISCUSSION

Meeting Date: May 9, 2022
Department: Administration
www.cityofroseburg.org

Agenda Section: Department Items
Staff Contact: Amy L. Sowa, ACM/City Recorder
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

Pursuant to previously adopted City Council resolutions, service fees are to be adjusted annually to account for increased costs to provide those services. Council delayed the increase in 2020 due to the economic impacts related to the Coronavirus pandemic, and made annual increases to fees in 2021, with the exception of monthly storm drainage and water fees for residential and commercial properties. Council will consider increases in fees for 2022.

BACKGROUND

A. Council Action History.

- May 11, 2020: Council adopted Resolution No. 2020-07, delaying fee increases to May 2021.
- May 24, 2021: Council adopted Resolution No. 2021-09, increasing fees except monthly storm drainage and water fees for residential and commercial properties.

B. Analysis.

The City normally adjusts service fees annually based on either the CPI-U West index (currently 4.5%) or the March Construction Cost Index (CCI) (currently 8.87%, but capped at 5% for city fee adjustments). These adjustments ensure the City is able to continue to provide needed services to our citizens, and maintain, repair and construct important infrastructure throughout the City, while remaining financially stable.

Below is information on some of the fees Council may want to consider adjusting.

1. Airport Facilities: Annual adjustments to certain airport fees are tied to the CPI-U West index and rounded to the nearest dollar, with a maximum increase of 3%. The CPI-U West increase is 4.5%; therefore, the proposed increase would be 3%. The airport is operated as an enterprise fund, and it is important that it continues to generate the necessary revenue to cover expenses and future grant matches in the absence of the urban renewal funding that was previously available for grant match.

2. Business Permits-Licenses – Telecommunications Providers: Annual adjustments to the non-carrier w/facilities in right-of-way but not City customers fees are tied to the CPI-U West index and charged at a per linear foot rate.
3. Community Development - Planning: Annual adjustments to the planning fees are tied to the CPI-U West index. An increase of 4.5% this year would continue to keep our fees considerably lower than fees for comparable services charged by the County. Over the past year, building in our community has remained strong and has not been adversely affected by the pandemic.
4. Fire: Annual adjustments to fees in the Fire Department are tied to the CPI-U West index. These fees include False Alarm Response Fee, False Alarm Appeal Fee, Inspections, Permits, Plan Review, and Hazardous Materials Response.

The Fire Department responds to numerous false alarms during the year, taking personnel out of service to investigate the calls. Charging fees for false alarms also serves as an incentive for business owners to maintain their systems in working order and reduce the number of false alarms.

The Fire Marshal reviews plans for new construction projects in the City and conducts inspections of these projects to ensure safety standards are met. Nominal fees are charged to developers for these services. The Fire Marshal also conducts inspections of mobile food vendors, fireworks sales outlets, and backyard burning locations, charging a fee for the issuance of permits for these activities.

The Roseburg Fire Department houses one of thirteen regional Hazardous Materials Teams, in conjunction with the Oregon State Fire Marshal's Office. In the event of a hazardous materials incident, the team mobilizes and takes steps to mitigate the impact of the incident on the citizens and environment. In the event of a non-state team response, fees are sometimes assessed against the party or parties responsible for the incident.

5. System Development Charges (SDCs) for Parks, Transportation, Storm Drainage and Water: Annual adjustments to SDCs are tied to the March Construction Cost Index (CCI) up to a maximum of 5% (current rate 8.87%).

The City of Roseburg, like all cities, is largely built by developers. As the City grows, there is increasing demand on City infrastructure such as the street system, the water system, the storm drainage system, etc. SDCs are fees that are assessed when a property is developed. Funds collected can only be used as outlined in the adopted SDC methodology for each charge.

SDCs in the City of Roseburg are typically adjusted annually. This indexing of SDCs ensures that the charges assessed keep up with changes in the cost of

construction of new infrastructure. Roseburg is continuing to see significant growth, and it is appropriate to adjust SDCs at this time.

6. Storm Drainage Service Fees: Beginning July 1, 2019, annual adjustments to monthly storm drainage service fees were to be tied to the CPI-U West index. These fees have not been increased for the past two years.
7. Water Fees: Monthly water service rates were formerly increased based on a schedule set by Resolution No. 2015-16. The rates expired December 31, 2020, and were not increased in 2021. Moving forward, it would be appropriate to tie annual water fee adjustments to the CPI-U West index effective July 1 each year to match other similar fees.

Other proposed amendments to the fee schedule not tied to specific indexes include the following:

1. Public Information Requests – Police/Court Records: Increase the fee for “Partial blur” of video camera footage to better reflect staff costs.
2. Administration: Change the exemption for the right-of-way permit fee from the Downtown Roseburg Association to sponsored by the city or a city-funded downtown association.
3. Business Permits-Licenses – Taxicab: Propose adding “Limousine,” charging the same fee as Taxis. We recently received a request from a limousine company and realized we had not specified limousines on our application forms, although they are listed under the Vehicle for Hire ordinance. In researching other cities, it is common to charge the same for Taxis and Limousines.
4. Finance: Propose the following changes:
 - Adding a “Credit Card Processing Fee” for payments over \$1,000 made using a credit card. The City is charged a fee from the credit card companies when processing payments by credit card. This fee would pass those costs on to the customer. This fee would not apply to utility payments.
 - Removing “Free Parking Zone Reporting Requirement Penalty” as this was removed when changes were made to the code regarding parking.
 - Removing “Unlawful Parking in a Space Reserved for Disabled Persons Penalty” as this is set in the Judge’s Order setting all traffic fines.
 - Removing the \$25.00 deposit that had been in place when parking hoods were issued to recoup the cost of the hood if lost. A permit is now issued in place of a hood so no deposit is required.
 - Move Service and Delivery Permits from the Police section to Finance as these fit with the other parking service fees.
5. Library: Add “12” x 12” scrapbook paper” under the Maker Space Materials.

6. Parks: Add language stating that recognized veteran organizations shall be exempt from paying park usage fees under certain circumstances, which is our current practice. This language was to be added to the fee schedule pursuant to Resolution No. 2015-11.
7. Police: Add language under Firearms Discharge Permit that military and funerals are exempt from the fee.
8. Water: Increase the after-hours call out fee from \$40 to \$100 to better reflect actual costs. In the near future, due to legislative changes, staff will be looking at alternative ways to handle the Central Dispensing Station water sales.

C. Financial/Resource Considerations.

Staff is preparing to present a proposed budget, which continues to see operational expenditures exceed annual revenues. Annual increases to fees are an important policy action to address increasing operational expenses in an effort to maintain fiscal stability.

D. Timing Considerations.

These fees are generally scheduled to be updated in May of each year, with an effective date of July 1.

COUNCIL OPTIONS

Council has the following options:

- Direct staff to bring back resolutions with fee adjustments as outlined in this memo; or
- Direct staff to bring back resolutions with other fee adjustments; or
- Direct staff to bring back a resolution postponing any fee adjustments to a later date.

STAFF RECOMMENDATION

Staff recommends Council direct staff to bring back resolutions with fee adjustments as outlined in this memo.

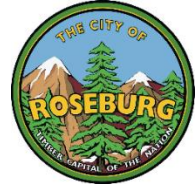
SUGGESTED MOTION

No motion required, just direction to staff regarding any fee adjustments.

ATTACHMENTS:

None

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



PROVIDING INTERIM CASH FLOW FINANCING FOR OFF STREET PARKING FUND

Meeting Date: May 9, 2022

Department: Finance

www.cityofroseburg.org

Agenda Section: Department Items

Staff Contact: Ron Harker, Finance Director

Contact Telephone Number: 541-492-6710

ISSUE STATEMENT AND SUMMARY

The City recently entered into a contract for downtown parking enforcement services. The parking enforcement program has been ramping up since January with full enforcement being implemented in April. Due to the implementation phase of the program, the City has not experienced a month of full revenue generation and has had to use reserves in the Off Street Parking Fund to cover the costs of the enforcement program. It is projected that existing reserves will be insufficient to cover costs until full revenue generation is established thereby requiring a revenue source to provide the needed cash-flow to cover expenses of the program.

Two funding options have been identified that could provide the funds to meet the cash flow needs of the Off Street Parking Fund. The first is an interfund loan from the ARPA Fund, and the second is a direct expenditure of ARPA funds to cover cash flow needs.

BACKGROUND

A. Council Action History.

April 27, 2020: Authorized cancellation of the Parking Enforcement Services Contract with DRA/Park Smart by mutual Consent effective March 31, 2020.

March 22, 2021: Received a Downtown Parking Assessment and Plan presentation from Rick Williams Consulting. Accepted the Downtown Parking Assessment and Plan.

December 13, 2021: awarded the contract for parking enforcement services to ACE Parking.

B. Analysis.

The City's current cash balance in the Off-Street Parking Fund is \$11,552.83. The net change in fund balance for April was \$-12,352.99. May will be the first time that the City will receive revenues for citations that were issued in April. What is still unknown at this time is what monthly revenues will be from permits, citations, and meters. Consequently, the City should be able to cover the contract cost this month, but it will probably be very tight. Staff currently has no basis to estimate citation revenue and no basis to know what

the collection and aging rate might be on these accounts. Additionally, staff is not sure how many permits have been issued for multiple months which would present monthly fluctuations in revenue collections from parking permits. The City will likely not be able to meet current contract requirements for some months to come until the program gets fully established.

In the interim, the City has a cash flow problem in the Off Street Parking Fund that needs to be addressed. As the Off Street Parking program is not currently generating sufficient funds to meet the cash requirements of the funds, funding from some other source needs to be established in the short-term. Staff has identified two options to provide the needed cash flow in the Off Street Parking Fund; first, we could establish an Interfund Loan from the ARPA Fund, or second, we could utilize ARPA funding to provide the needed cash flow directly. The pros/cons of both options are presented below:

- An Interfund Loan from the ARPA Fund
 - Pros:
 - Funds can be transferred from the ARPA Fund to the Off Street Parking Fund to cover the cash flow requirements until the parking enforcement contract is fully implemented and established.
 - Cons:
 - It would take Council Action to set up the interfund loan and would need to be established no later than June 13th.
 - As the interfund loan would be an operational loan it would need to be paid back in the current fiscal year (which staff doesn't foresee being possible) or it must be budgeted for repayment in the next fiscal year. Given the timing of the budget hearings and the end of the current fiscal year, additional Council action on June 13th would be required to make adjustments to the approved budget prior to its adoption to budget for the loan repayment in next year's budget.
 - The Off Street Parking fund would be required to repay the loan by June 30, 2023. Not knowing how much will be required until the program begins turning a profit and not knowing how much a profit can be generated during the FY 22-23, there is a risk that any profit earned next year will not be sufficient to repay the debt in the fiscal year as required.
- Use of ARPA funds:
 - Pros:
 - Use of ARPA funds in providing the needed cash flow to support the Off Street Parking Fund can be used with no enhanced reporting requirements.
 - ARPA funds do not need to be repaid and so the fiscal stability of the Off Street Parking Fund is certain.

- Staff would only need Council consensus to utilize ARPA funds for the Off Street Parking Fund; no other Council action would be required as we already have ample appropriation authority established for both this year and next.
- Cons:
 - Would result in a reduction of ARPA funds that could be used for other high priority items.

Regardless of which solution is ultimately chosen to address the cash flow needs of the Off Street Parking Fund, staff recommends that the interim financing act as a line-of-credit up to \$50,000. The Funds would be drawn only as needed to ensure that the Off Street Parking Fund remains in a positive cash balance position.

C. Financial/Resource Considerations.

The use of ARPA funds to provide needed cash flow financing will not significantly impact the ARPA fund as a line of Credit of \$50,000 only represents 1.6% of expenditures. Financial impacts on the Off Street Parking Fund differ based upon which solution is chosen. An interfund loan requires repayment which would suppress future fund balance growth. Direct use of ARPA funds would serve to build the fund balance quicker providing enhanced fund stabilization and sustainability.

D. Timing Considerations.

Due to the rapid depletion of fund reserves and the need to maintain a positive cash balance in the fund, it is essential to provide staff direction on how to address the need.

COUNCIL OPTIONS

- 1) Provide staff direction to utilize ARPA funds directly to cover the cash flow needs of the Off Street Parking Fund up to \$50,000; or
- 2) Direct staff to present Council with a Resolution to establish an interfund loan from the ARPA fund (or another fund) at the next City Council meeting; or
- 3) Provide staff with other direction

STAFF RECOMMENDATION

Staff has no recommendation but is seeking guidance as to how the Council would like to address the issue.

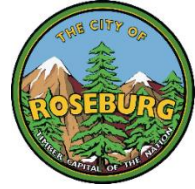
SUGGESTED MOTION

Not motion required just direction to staff on how to proceed.

ATTACHMENTS:

None

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



GROUND LEASE ASSIGNMENT REQUEST – CORPORATE HANGAR 12

Meeting Date: May 9, 2022
Department: Administration
www.cityofroseburg.org

Agenda Section: Department Items
Staff Contact: Nikki Messenger
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

The current owner of Corporate Hangar 12 has requested a ground lease assignment. The issue for the Council is whether to approve the assignment.

BACKGROUND

A. Council Action History.

On January 24, 2011, Council authorized execution of the first amendment to ground lease and settlement agreement on Corporate Hangar 12 at the Airport.

B. Analysis.

On March 17, 2022, staff received the attached written request from Derek Simmons on behalf of REIS, LLC to transfer its interest in the ground lease for Corporate Hangar Space 12 to Aerostate, LLC, owned by Jody Tatone and Ben Tatone.

The ground lease for Hangar 12 has an effective date of December 1, 2006. The initial term ends June 20, 2027. Since there is more than five years remaining on the lease, the Roseburg Municipal Code requires City Council approval of the assignment after recommendation from the Airport Commission. According to the lease language, the City has sixty (60) days to act on the assignment request. If the City does not act in that time, “then the request shall be deemed granted.”

Hangar 12 currently has a combination of aviation and non-aviation uses allowed under the “First Amendment to Ground Lease and Settlement Agreement” dated February 2011. The portion of Hangar 12 used for non-aeronautical purposes totals 4,894 square feet and is charged at a higher lease rate than the remaining 7,218 square feet. The non-aeronautical use is considered “interim” by the FAA and requires the City to submit a written request for extension of the interim non-aeronautical use every five years. The FAA’s last approval for the non-aeronautical use was issued via email on April 16, 2021.

The use of a portion of the hangar for non-aeronautical uses is not popular with adjacent corporate hangar owners. One issue that has come up is security. The north apron has two gates. One gate provides access to the parking area and west side (street side) of

the west corporate hangar row. The second gate provides access to the airside of those hangars and the north apron area. The west gate has historically remained open during “business hours” so that employees working in Hangar 12 could have access during the workday. The second gate remains closed 24/7 and requires a code for airport users to open the gate. There was extensive conversation among the Airport Commissioners regarding the security issues related to the two-gate situation. Staff has been looking at solutions that would allow both gates to be closed full time and operated by a card lock or other similar system that could provide better security than the current system. The FY 2022-23 Airport Fund budget request includes funding for security upgrades.

The other item that has changed since the execution of the original lease and settlement agreement is the zoning code. At the time of the original lease, the area was zoned M-2 Medium Commercial. It has since been rezoned to Airport District. In the Airport District, offices are allowed conditionally, and require a Conditional Use Permit (CUP).

The Airport Commission discussed this lease assignment at length at their April 21 meeting. Ultimately, the Commission voted 3-2 to forward the lease assignment request to the Council without a recommendation.

C. Financial/Resource Considerations.

The current lease rate for the non-aviation portion of the hangar is \$0.73/SF and totals \$3,572.62 annually. The aviation lease rate is \$0.3115/SF and totals \$2,248.56. Previously, the hangar owner had also rented additional parking spaces at \$24/month per space.

D. Timing Considerations.

Section 20 of the lease agreement gives the City 60 days from receiving the written request for assignment to consent or object to the assignment (which shall not be unreasonably withheld). The written request was received on March 17, which gives the City until May 16.

COUNCIL OPTIONS

The Council has the following options:

1. Approve the lease assignment from REIS, LLC to Aerostate, LLC with conditions;
or
2. Approve the lease assignment from REIS, LLC to Aerostate, LLC without conditions; or
3. Request additional information, which may require a special meeting prior to May 16.

STAFF RECOMMENDATION

Staff recommends the Council approve the lease assignment from REIS, LLC to Aerostate, LLC with the following conditions.

1. The new lessee acknowledges and agrees to any future security upgrades the City/Airport may consider, including the west gate remaining closed during

- business hours and requiring an access code or other mechanism (key card) for access. Lessee shall be responsible for maintaining privacy of any access codes.
2. Lessee and/or any tenants shall obtain any required land use action including a conditional use permit if required.
 3. Lessee and/or any tenants shall agree to rent the number of parking spaces required for the non-aeronautical use beyond two spaces.

SUGGESTED MOTION

I move to approve the ground lease assignment for Corporate Hangar Space 12 from REIS, LLC to Aerostate, LLC with the following conditions:

1. ***The new lessee acknowledges and agrees to any future security upgrades the City/Airport may consider, including the west gate remaining closed during business hours and requiring an access code or other mechanism (key card) for access. Lessee shall be responsible for maintaining privacy of any access codes.***
2. ***Lessee and/or any tenants shall obtain any required land use action approvals including a conditional use permit if required.***
3. ***Lessee and/or any tenants shall agree to rent the number of parking spaces required for the non-aeronautical use beyond two spaces.***

ATTACHMENTS:

Attachment #1 – Request for Consent to Assignment of Ground Lease for Corporate Hangar Space No. 12

March 17, 2022

VIA EMAIL: NMessenger@CityOfRoseburg.org

Nicole Messenger, City Manager
Roseburg City Hall
900 SE Douglas Ave
Roseburg, OR 97470

DEREK D. SIMMONS
Attorney
Derek@SeriousBusiness.Law



2270 NW Aviation Drive #4
Roseburg, OR 97470
541-677-7185
www.SeriousBusiness.Law

Dear Nikki:

Re: Request for Consent to Assignment of Ground Lease
for Corporate Hangar Space No. 12

I represent REIS, LLC (REIS), in respect to its Ground Lease with the City of Roseburg dated December 1, 2006, as amended (the Lease). The lease and the amendment are attached.

REIS proposes to transfer its interest in the hangar to Aerostate, LLC, owned by Jody and Ben Tatone. ***Pursuant to paragraph 20 of the Lease, this letter is a request for the city's consent to assignment.***

The terms of the assignment are very simple: Aerostate, LLC, steps into the shoes of REIS for the duration of the lease. REIS understands that it remains liable after the assignment. My understanding is that the transaction is intended to close as soon as the city consents. Please let me know if there are other details that the city considers necessary for consideration.

Paragraph 20 prescribes a timeline for response from the city. If no response is received, the assignment is deemed approved. Nevertheless, I am asking that you respond, if possible, to close the loop.

I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Derek D. Simmons". The signature is written in a cursive style with a large, stylized "D" at the beginning.

Derek D. Simmons

DDS:jp
Enclosure
c: REIS, LLC, via email
Aerostate, LLC, via email

FIRST AMENDMENT TO GROUND LEASE AND SETTLEMENT AGREEMENT

Parties.

CITY OF ROSEBURG, an Oregon municipal corporation (“the City”)

REIS, LLC, an Oregon limited liability company (“REIS”)

Recitals.

A. The City owns and operates Roseburg Regional Airport in Douglas County, Oregon (“the Airport”). On November 14, 2006, the City entered into a City of Roseburg Corporate Hangar Space Ground Lease (“the Ground Lease”) pursuant to which REIS leased certain land at the Airport commonly known as “Corporate Hangar Space No. 12.” REIS thereafter constructed improvements on that land, commonly referred to as “Hangar No. 12.”

B. REIS thereafter entered into two (2) subleases (“the subleases”) of portions of Hangar No. 12 with Information Technology Support Services, LLC and Alaire Aviation, LLC, with an effective date of September 15, 2007. The subleases were signed on behalf of the City in November 2007. REIS represents that Information Technology Support Services, LLC has now been acquired by Douglas County Individual Practice Association, Inc. and is operated as a practical matter as a division of that company, through its subsidiaries DCIPA EHR, LLC and DCIPA Management, LLC.

C. The City has determined that the portion of Hangar No. 12 currently used for non-aeronautical purposes (totaling 4,894 square feet), as shown on Exhibit “A” attached, is not necessary for the operation of the Airport in the foreseeable future. (The term “non-aeronautical” as used in this Agreement is intended to have such meaning as provided by FAA regulations and guidelines.) The City has determined that the fair market value of ground lease space which tenants use for non-aeronautical uses, such as the area(s) shown on Exhibit “A”, is sixty five cents (\$0.65) per square foot per year.

D. A dispute has arisen between the parties relating to non-aeronautical use of Hangar No. 12. The parties have agreed to amend the Ground Lease and resolve all disputes between them, without admission of any kind, on the terms set out below.

Agreements.

1. INCORPORATION. The above recitals are true and are incorporated herein by this reference.

2. AMENDMENT. The terms of the Ground Lease are amended as provided herein. Except as amended herein, the original terms of the Ground Lease remain in full force and effect unchanged.

3. NON-AERONAUTICAL USE. REIS, and its herein-mentioned sub-tenants and assignees, may continue to use only the portions of Hangar No. 12 currently used for non-aeronautical activities as shown on attached Exhibit “A” for an initial period of five (5) years

from the date of this Agreement, provided however that if at any time the City reasonably determines that all or a portion of the said space is necessary to meet the Airport's needs for aeronautical use in the near future, the City shall give REIS written notice that it must discontinue non-aeronautical use of such space within at least six (6) months. During the initial five-year period, upon such notice, REIS and its subtenants and assignees shall terminate all non-aeronautical use of such space if FAA or the City reasonably determine there is an aeronautical need for the hangar space. At the end of the initial five (5) years, if the City has not determined that all or a portion of the relevant space is necessary to meet the Airport's needs for aeronautical use in the near future, the City and REIS will cooperate in applying to FAA for approval for an additional five (5) years of interim non-aeronautical use.

4. **INCREASED RENT.** The parties agree the adjusted total rental rate for the non-aeronautical use of the said portions of Hangar No. 12, at the rate of sixty five cents (\$0.65) per square foot per year, is \$3,181 per year. The rental amount for other space not used for non-aeronautical use shall remain at the rate set out in the Ground Lease. REIS agrees to pay said adjusted rent commencing July 1, 2011. Partial rent periods shall be pro-rated. In the event REIS submits evidence deemed by the City to be sufficient to verify that less than the portion of Hangar No. 12, shown on Exhibit "A" and referenced in Recital "C", is being used for non-aeronautical purposes, then the said adjusted rent shall be reduced accordingly.

5. **REAFFIRMED AND NEW CONSENT TO SUBLEASES.** The City reaffirms that it has consented to the subleases described above. REIS will apply to City for approval pursuant to City policy and pursuant to the Ground Lease if REIS desires to do any further subleases or assignments. REIS shall provide the City with a copy of any such signed subleases or assignments promptly after execution.

6. **CONSENT TO ASSIGNMENT.** The City consents to the herein-described potential assignment of the Information Technology Support Services, LLC sublease to DCIPA Management, LLC if REIS chooses to do so. Any assignment shall not release Information Technology Support Services, LLC from responsibility under the Ground Lease.

7. **SUBTENANTS.** The subtenants executing this Agreement agree to and are bound by the provisions hereof.

8. **MUTUAL RELEASE.** Except for obligations arising pursuant to the terms of the Ground Lease, as amended by this Agreement, the parties executing this Agreement release each other, and their respective employees, officials and other agents, from any and all claims of any kind, known or unknown, arising from or relating to the negotiation of the Ground Lease, the use of Hangar No. 12, or any of the other matters recited herein. REIS and the other parties executing this Agreement represent that they are the sole owners and holders of all claims herein released, that no other person, company or concern, by assignment, subrogation or otherwise, has acquired any part, lien or claim upon any of the claims herein released, and that they will save the City harmless from anyone claiming or purporting to have any such interest.

9. **CONDITION SUBSEQUENT.** The parties have executed this Agreement for purposes of submitting a signed Agreement to FAA for approval. This Agreement is entirely subject to a condition subsequent that FAA grant written approval for the interim non-

aeronautical use as described herein. The parties agree to cooperate in good faith, and to execute any and all additional documents reasonably necessary, to pursue such FAA approval.

10. INTEGRATION. This Agreement, together with the Ground Lease, constitutes a complete statement of the parties' agreements relating to the subjects of this Agreement, and they fully supersede any prior negotiations, representations, or agreements relating to those subjects, oral or written.

11. BINDING EFFECT. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and [permitted] assigns.

12. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

13. CONSTRUCTION. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.

14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

15. FACSIMILE SIGNATURES. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

16. FURTHER ASSURANCES. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

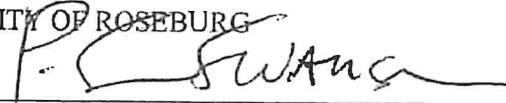
17. TIME OF ESSENCE. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

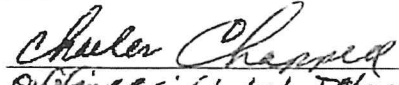
18. EXPENSES. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

19. WAIVER. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any

breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.


20. EXHIBITS. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

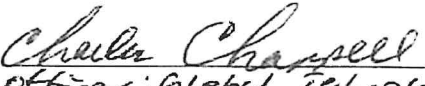
CITY OF ROSEBURG

P. Eric Swanson, City Manager
Date: 2.9.11

REIS, LLC
By: 
Title: Officer; Global Technologies,
Date: 2/5/11 owner

ATTEST:

Sheila R. Cox, City Recorder

Information Technology Support Services, LLC
By: 
Title: _____
Date: 2/6/2011

Alaire Aviation, LLC
By: 
Title: Officer; Global Technologies,
Date: 2/5/11 owner

CORPORATE HANGAR SPACE NO. 12
GROUND LEASE

between

CITY OF ROSEBURG
(City)

and

REIS, LLC
(Lessee)

Effective: December 1, 2006

TABLE OF CONTENTS

	Page
1. Lease of Property	1
2. Purpose	1
3. Rental	2
4. Term	2
5. Options to Renew	2
6. Return of Property at the End of the Lease	4
7. Taxes	4
8. Ownership of Improvements	4
9. Alterations and Improvements	4
10. Maintenance	5
11. Rules and Regulations	5
12. Access	5
13. Inspection and Entry	5
14. Hold Harmless Agreement	6
15. Damage and Restoration	6
16. Insurance	7
17. Utilities	7
18. Compliance With Law	7
19. Hazardous Materials	7
20. Assignment and Subleasing	9

TABLE OF CONTENTS
(continued)

	Page
21. Right of First Refusal	9
22. Holding Over - Tenancy at Sufferance	9
23. Right of Enjoyment	10
24. Condition at End of Final Term	10
25. Non-Discrimination	10
26. Sponsor's Assurance of Subordination	10
27. Notices	10
28. Default	11
29. Waiver of Default	11
30. Remedies on Default if a Default Occurs	11
31. Attorney Fees	13
32. Severability	13
33. Paragraph Headings.	13
34. Entire Agreement	13

Exhibit 1 - Property Description

Exhibit 2 - Map Designating Corporate Hangar Space

CITY OF ROSEBURG
CORPORATE HANGAR SPACE GROUND LEASE

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

AND: REIS, LLC a limited (Lessee)
liability corporation

EFFECTIVE
DATE: December 1, 2006

RECITALS:

WHEREAS, the City owns and operates the Roseburg Regional Airport ("Airport") in Douglas County, Oregon; and

WHEREAS, Lessee wishes to lease that certain land that is more fully described in the attached Exhibit 1 and designated as Corporate Hangar Space #12 on the attached Exhibit 2 (the "Property"), which covers approximately 12,112.50 square feet; and

WHEREAS, the City and Lessee agree to enter into said Lease in compliance with the Policy for Long-Term Leasing of Corporate Hangar Spaces at the Roseburg Regional Airport as set forth in Resolution No. 2006-11 adopted by the Roseburg City Council on April 24, 2006; and

WHEREAS, City and Lessee have entered into a Roseburg Regional Airport North Expansion Area Corporate Hangar Development Agreement, which outlines the terms and conditions under which Lessee has agreed to construct an 80 x 120 square foot corporate hangar on the above referenced Corporate Hangar Space;

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. **LEASE OF PROPERTY.** City, in consideration of the rents to be paid by Lessee, and in consideration of the covenants, terms and conditions to be performed by the parties, does hereby lease to Lessee the Property.
2. **PURPOSE.** This Lease is given for the exclusive purpose of permitting Lessee to construct, occupy and maintain a corporate hangar structure and improvements thereto, ("the Hangar") on the Property, to store Lessee's aircraft on the Property and for purposes directly related thereto. Lessee may also conduct other FAA recognized aeronautical or aviation-related activities on the Property provided Lessee has obtained any commercial operator's permit required for such activities by the Roseburg Regional Airport Rules and Regulations.

3. **RENTAL.** As rental for the Property, Lessee shall pay to City the annual rent as calculated below. Payment shall be made to City's Finance Department, or to such other department, as City's City Manager shall from time to time designate. The total annual rental, including any adjustments thereto, shall be paid by Lessee to City in advance, on or before the 1st day of July in each year of the term; provided, however, that Lessee shall be given a ten day grace period in which to make payment.

3.1 Annual Rental Rate and Adjustments Thereto - Date of Construction through June 30, 2011. In accordance with the City's Policy on Long Term Leasing of Corporate Hangar Spaces as set forth in Resolution #2006-11, Lessee shall pay to the City \$0.17 per square foot, for a total pro-rated payment of \$1,201.13 for the period of time beginning upon the effective date of this Lease and ending June 30, 2007.

Beginning July 1, 2007, such rental rate shall increase as follows:

<u>EFFECTIVE DATE</u>	<u>RENTAL RATE</u>	<u>TOTAL ANNUAL PAYMENT</u>
July 1, 2007	\$0.19 per sq.ft.	\$2,301.38
July 1, 2008	\$0.21 per sq.ft.	\$2,543.63
July 1, 2009	\$0.23 per sq.ft.	\$2,785.88
July 1, 2010	\$0.25 per sq.ft.	\$3,028.13

3.2 Annual Rental Rate and Adjustments Thereto Beginning July 1, 2011 and Continuing Thereafter. Beginning July 1, 2011 and each July 1 thereafter throughout the entire term of the Lease, the annual rental rate increase shall be equal to the percentage increase in the Consumer Price Index ("CPI") for the twelve (12) month period ending December 31 of the prior year. Comparisons shall be made by using the Bureau of Labor Statistics Consumer Price Index entitled All Urban Consumers, West Region - Portland, OR (1982-1984=100); provided however, such increase shall not exceed three percent (3%) in any given year. In no event shall there be a decrease in the ground lease rate paid the prior year. In the event that the above referenced CPI ceases to be published, the City shall select a comparable replacement table.

4. **TERM.** The initial term of this Lease is for twenty (20) years and seven (7) months, beginning December 1, 2006 and ending June 30, 2027 ("Initial Term").

5. **OPTIONS TO RENEW.** Lessee shall have the right, subject to City approval and subject to Lessee meeting the conditions contained herein prior to the expiration of the Initial Term, to renew this Lease for additional renewal terms of five (5) years each ("Renewal Term"), throughout the useful lifetime of the Hangar as determined by the provisions set forth in this Paragraph. Not less than ninety (90) days prior to the expiration of the Initial Term, and each Renewal Term approved under the conditions outlined herein, City shall give Lessee written notice of the pending expiration of the then current Lease term and of the inspection requirements outlined in Paragraph 5.1 of this Lease ("Renewal/Inspection Notice"). Provided Lessee meets all conditions of renewal as outlined herein and is not in default of any Lease provision, Lessee's desire

to exercise such right of renewal shall be considered automatic. If Lessee does not desire to exercise the right of renewal, Lessee notify the City in writing within thirty (30) days of the date of City's Renewal/Inspection Notice, of the intent not to renew the Lease. Such notice of intent not to renew the Lease must contain an outline of Lessee's plans for removal of the hangar at the end of the existing term in accordance with Paragraph 6 of this Lease.

5.1 Renewal Term Inspection Requirements. Within thirty (30) days of the date of the City's Renewal/Inspection Notice, Lessee, at Lessee's sole expense, shall hire an independently licensed professional engineer, architect or building contractor to conduct an assessment and inspection of the Hangar based on the criteria set forth herein. Lessee shall cause such inspection and assessment to be completed, and a written report of all findings from the inspection ("Inspection/Assessment Report") to be filed with the City within sixty (60) days of the date of the City's Renewal/Inspection Notice to Lessee. Failure of the Lessee to order such inspection and assessment or to provide the City with the Inspection/Assessment Report as required, shall be considered a violation of the Lease, and shall be grounds for denial of the Renewal Term.

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

5.2.1 A detailed list of any maintenance deficiencies found in the interior and on the exterior of the Hangar;

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

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

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

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

5.5 Approval of Renewal Term. Upon Lessee's completion of all conditions precedent to the commencement of the Renewal Term, including, but not limited to, the

satisfactory correction of all deficiencies identified in the Inspection/Assessment Report, the City shall approve the extension of the Lease for one five-year Renewal Term, or for less than a five-year Renewal Term if the Inspection/Assessment Report reflects the conclusions outlined in the following Paragraph 5.6.

5.6 Final Renewal Term; Removal of Hangar. In the event the Inspection/Assessment Report results in a finding that the anticipated remaining useful life of the Hangar is five (5) years or less, the pending Renewal Term shall be deemed to be the last Renewal Term available under this Lease (the "Final Renewal Term"). In such event, Lessee shall agree, as a condition to approval of the Final Renewal Term, to remove the Hangar, at Lessee's expense, at the end of the Final Renewal Term. If the Lessee does not agree to remove the Hangar at the end of the Final Renewal Term, the City shall deny the request to renew and Lessee must remove the Hangar and surrender the Property to the City within thirty (30) days of the expiration or termination of the Renewal Term then in effect. If Lessee fails to remove the Hangar as required, the City shall consider the Hangar a nuisance to be abated in accordance with Roseburg Municipal Code Chapter 7.06, and after notice to Lessee, may abate the nuisance and charge the Lessee the cost of abatement, plus a penalty as provided in the aforementioned Code Chapter.

5.7 Compliance with Airport Policy. Notwithstanding any other provision of this Lease, any part of this Paragraph 5 shall be amended as necessary to comply with any Airport policy adopted by the Roseburg City Council following recommendation of the City's Airport Commission, or its successor, provided that, no such amendment shall shorten a renewal term in effect on the date of policy adoption, or require Lessee to expend additional moneys on Hangar improvements during the Renewal Term in effect on the date of policy adoption.

6. RETURN OF PROPERTY AT THE END OF THE LEASE. Upon the expiration or termination of this Lease, Lessee shall remove the Hangar at Lessee's sole expense, and surrender the property to the City within thirty (30) days of the date of expiration or termination of the Lease. If Lessee fails to remove the Hangar, the City shall consider the Hangar a nuisance to be abated in accordance with Roseburg Municipal Cod Chapter 7.06, and after notice to Lessee, may abate the nuisance and charge the Lessee the cost of abatement, plus a penalty as provided in RMC 7.06.

7. TAXES. Lessee shall pay any real property taxes levied upon the Property and improvements thereon.

8. OWNERSHIP OF IMPROVEMENTS. Any improvements to the Hangar shall be considered owned by the Lessee. Lessee's property rights to the improvements, however, are subject to the obligations of Lessee as provided in this Lease.

9. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no major alterations or improvements to the Hangar, without the prior written consent of City.

Alterations or improvements made by Lessee may not be removed unless City consents in writing to their removal. If City does not consent to removal of the improvement, the improvement shall become the property of City upon termination or expiration of this Lease. Any improvements made by Lessee, removal of which City has consented to, may be removed by Lessee upon termination or expiration of the Lease upon the condition that Lessee repair any damage to the Property and remaining improvements resulting from the removal of such improvement. Any improvement not removed by Lessee within the time period provided in Subparagraph 30.3.2 shall be conclusively deemed abandoned by Lessee and shall become the property of City. Any consent required under this Paragraph shall not be unreasonably withheld.

10. MAINTENANCE. Lessee, at its own expense, shall keep any improvements on the Property in good condition and shall be responsible for all maintenance costs. City may notify Lessee of any condition that does not comply with the maintenance requirements of the Airport Rules and Regulations and which City believes needs to be repaired or replaced, including but not limited to, painting or cleaning various portions of the improvements. If Lessee does not make the repairs indicated by City within 30 days of the date of notice to make such repair, then City may make the repair and bill Lessee for the cost of such repair. Lessee shall pay the repair cost within 15 days of the date of the invoice.

11. RULES AND REGULATIONS. Lessee shall comply with all rules and regulations governing the Airport, which have been or hereafter may be promulgated and adopted by City. Further, although the parties intend the failure to comply with the rules and regulations shall, after notice and opportunity to cure as provided in Paragraph 28, be an event of default, nothing herein shall limit the enforcement mechanisms of the Airport Rules and Regulations.

12. ACCESS. Except when limited by construction or maintenance activity authorized by City, Lessee shall have the right of access over the Airport property to the Hangar over regularly established routes for such access. In addition, Lessee shall have access from such Hangar to the Airport runways via regularly established routes. This access right is however limited to City's right to temporarily close the Airport due to weather or other adverse or emergency conditions. Lessee shall comply with all federal (FAA/TSA), state and/or local regulations, policies and procedures regarding security access to the Property. Notwithstanding any provision to the contrary, City is not required to continue to operate an airport.

13. INSPECTION AND ENTRY. City shall have the right, after giving Lessee reasonable notice, to inspect the Property and improvements thereon for purposes of determining Lessee's compliance with Lessee's obligations under this Lease. City shall also have the right to enter the Property and any improvements thereon without notice to the Lessee in the event of an emergency or to check for code compliance. Nothing herein shall affect any inspection or access right City has pursuant to any regulation, code or statute.

14. **HOLD HARMLESS AGREEMENT.** Lessee has inspected the Property and improvements thereon and finds it to be in such condition as to constitute no hazard to life or limb or property of others, assuming reasonable care on the part of such others. Accordingly, Lessee hereby agrees to defend (with counsel satisfactory to City), save and hold harmless City from any and all claims and demands of persons arising out of Lessee's use of the Property or improvements and arising out of or caused by the condition of the Property or improvements, and Lessee hereby agrees to indemnify City for any losses or damages sustained by it, including but not limited to the cost of defense of any legal claim, action, appeal or review arising out of any such claim made by any third persons. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

15. **DAMAGE AND RESTORATION.**

15.1 Partial Destruction. If any improvement on the Property, including the Hangar, is damaged or destroyed by fire or any other cause at any time during the Lease term, whether or not covered by insurance, and Subparagraph 15.2 does not apply, Lessee shall promptly repair the damage and restore the improvement. The completed repair, restoration or replacement shall be equal in value, quality and use to the condition of the improvement immediately before the damage. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond Lessee's reasonable control.

15.2 Restoration Costs Exceeding 50% of Value. If the Hangar or other improvements on the Property are damaged such that the cost of restoration is reasonably estimated by Lessee to equal or exceed 50% of the value of the improvements prior to the occurrence of the damages, then the parties shall proceed as follows:

15.2.1 Lessee may elect to terminate this Lease by written notice to City, given at least 30 days following the date of damage.

15.2.2 Absent such an election, Lessee shall proceed to restore the improvements. The completed repair, restoration or replacement shall be equal in value, quality and use to the condition of the improvement immediately before the damage. Repair shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and other causes beyond Lessee's reasonable control.

15.3 No Abatement of Rent. Lessee shall not be entitled to any abatement of rent on account of any damage or destruction of the improvements on the Property, nor shall any other obligations of Lessee under this Lease be altered or terminated except as specifically provided to the contrary.

16. **INSURANCE.** Lessee shall obtain and maintain continuously in effect at all times during the term of this Lease, at Lessee's sole expense, the following insurance:

16.1 Commercial General Liability Insurance. A commercial general liability insurance policy, including auto and personal injury, with a combined single limit coverage of not less than \$1,000,000. If available, such policy shall contain a contractual liability endorsement to cover Lessee's indemnification obligations under this Lease. The liability policy shall contain a "tenant's legal liability" endorsement. Claims Made policies will not be accepted.

16.2 Fire Insurance. A policy of fire insurance, with special cause of loss form, to full replacement value of the contents and to insure the structure and improvements to a replacement value determined solely by City at its own discretion. In the event of destruction of the Property or damage to more than fifty (50) percent of the sound value of the same by fire or other cause of loss, either party may terminate this Lease as of the date of the fire or occurrence. Claims Made Policies will not be accepted.

16.3 Policy Requirements. The insurance policies specified in this Paragraph 16 shall be approved as to form and surety by City and shall bear endorsement entitling City to at least 30 days' prior written notice of any material change, non-renewal or cancellation. A copy of all such policies, or certificates thereof, reasonably satisfactory to City, shall be delivered to City within 30 days of signing this Lease. All policies required by these provisions shall be written as primary policies, not contributing with or in excess of any coverage City may have.

17. **UTILITIES.** Lessee shall be responsible for providing and paying for all utilities including, but not limited to, electricity, water, telephone, heating, etc., used in connection with the Property and improvements.

18. **COMPLIANCE WITH LAW.** Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Lessee's use of the Property. These include, without limitation, all applicable federal, state and local laws, regulations, ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction made pursuant to law.

19. **HAZARDOUS MATERIALS.**

19.1 Definition of Hazardous Materials. As used herein, the term "hazardous materials" shall mean any materials that, because of the quantity, concentration or physical, chemical or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, transported, or otherwise handled. This term includes, but is not limited to, petroleum, including crude oil, including any fraction thereof that is a liquid at standard conditions of

temperature and pressure (60° Fahrenheit and 14.71 lbs. per square inch absolute), or any hazardous or toxic substance regulated under the Resource Conservation and Recovery Act, the Comprehensive Environment Response Compensation and Liability Act, or any other state, federal or local laws relating to the protection of human health or the environment.

19.2 Use of Hazardous Materials. Lessee shall not cause or permit any hazardous materials to be brought upon, kept, or used in or about the Property by Lessee, their agents, employees, contractors or invitees without prior written consent of City. City's consent shall not be unreasonably withheld as long as Lessee demonstrates to City's satisfaction that such hazardous materials are necessary or useful to the storage of aircraft and will be used, kept and stored in a manner that complies with all laws and regulations governing any such hazardous materials. City does hereby consent to Lessee's bringing onto the Property aircraft fuel, aircraft coolant, and lubricants, when these hazardous materials are contained within the engine or fuel tanks of an aircraft. In the event separate storage facilities are required to store hazardous materials, the cost of construction of such hazardous storage facilities will be borne by Lessee. Notwithstanding any provision to the contrary in this Lease, under no circumstances will hazardous materials be disposed of on the Property.

19.3 Disclosure of Hazardous Materials. At the commencement of this Lease, and on January 1 of every year hereafter, (disclosure dates) including January 1 of the year after termination of this Lease, Lessee shall disclose to City the names and amounts of all hazardous materials, or any combination thereof, which were stored, used, released or disposed of on the Property, or which Lessee intends to store or use on the Property.

19.4 Indemnification for Hazardous Materials. Lessee shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or any amenity of the Property, damages arising from any adverse impact on marketing of the Property, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the Lease term because of the contamination by hazardous materials as a result of the use or activities of Lessee, Lessee's agents, contractors and invitees. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of hazardous materials in the soil or ground water on or coming from the Property. Without limiting the foregoing, if the presence of any hazardous material on the Property caused or permitted by Lessee, or Lessee's agents, contractors or invitees, results in contamination of the Property, Lessee shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the release of any such hazardous material. Nevertheless, City shall have the right to order Lessee to cease any cleanup or

mitigation activity if such actions would potentially have any material adverse long-term or short-term effect on the Property. The foregoing indemnity shall survive the expiration or termination of this Lease.

20. ASSIGNMENT AND SUBLEASING. Lessee's interest in this Lease shall not be assigned or sub-let without City's prior written consent; such consent shall not be unreasonably withheld. City shall consent or object to the assignment or sublease within: (a) 30 days of receiving a written request for assignment or sublease and notice of the terms under which the transfer or sublease shall occur, if the assignment or sublease is one to which the City Manager may consent; or (b) 60 days of receiving a written request for assignment or sublease and notice of the terms under which the transfer or sublease shall occur, if the assignment or sublease is one which requires action by the City Council. If City does not notify Lessee within the time provided in the preceding sentence, then the request shall be deemed granted. In the event that City is required to obtain the consent of a mortgage holder or other security interest holder, City agrees that it shall make diligent efforts to obtain such consent. However, a request for consent or the actual consent by the mortgage holder or other security interest holder shall not be deemed consent by City or a waiver of City's right of first refusal. Further, any delay by the mortgage holder or other security interest holder in consenting to the assignment or sublease shall not be considered a breach of City's obligation under this Paragraph. The time period as provided in this Paragraph shall not begin to run until Lessee submits a complete written request for consent to assignment or sublease, and provides City with sufficient information to understand the terms under which the transfer or sublease shall occur. Notwithstanding any provisions of the law or otherwise, Lessee agrees that in the event of an assignment or sublease, Lessee remains fully liable under this Lease.

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

22. HOLDING OVER - TENANCY AT SUFFERANCE. If, after expiration or earlier termination of this Lease, Lessee shall remain in possession of the Property and improvements, with or without the express written consent of City, then:

22.1 Lessee shall be a tenant at sufferance only, at a rental rate equal to 200% of the rent applicable to the Property at the date of such termination or expiration (and further subject to adjustments pursuant to Subparagraph 3.2), plus 100% of all other charges to be paid by Lessee, and otherwise subject to all terms, covenants, conditions and provisions of this Lease. City's acceptance of any payment of rent or other charges hereunder shall not constitute a holdover or result in a renewal of this Lease. The provisions of this Subparagraph 22.1 are in addition to and not in limitation of City's rights and remedies hereunder at law or in equity.

22.2 Lessee shall indemnify and hold City harmless from and against any and all loss, cost, liability, damage or expense arising out of or in connection with such possession by Lessee, including, without limitation, claims by any succeeding tenant or other person claiming to be entitled to possession of the Property and improvements.

23. RIGHT OF ENJOYMENT. Upon compliance by Lessee of its various obligations hereunder, Lessee shall have the right of possession and quiet enjoyment of the Property during the Initial Term or any Renewal Term of this Lease.

24. CONDITION AT END OF FINAL TERM. Upon expiration of the Initial Term or any Renewal Term of this Lease, or earlier termination thereof, Lessee shall remove the Hangar as required by Paragraph 6 of this Lease, or in the event of default, deliver all keys and surrender the Property and any improvements thereon to the City.

25. NON-DISCRIMINATION. Lessee, in its use of the Property and other facilities at the Airport, shall not discriminate against any person or class of persons by reasons of race, color, national origin, sex, age, ancestry, creed, or any other grounds prohibited by law. In addition, Lessee shall not discriminate against any person or group of persons in any manner prohibited by Part 21 of the Rules and Regulations of the Secretary of Transportation, effectuating Part 7 of the Civil Rights Act of 1964. Lessee hereby recognizes City's right to take such action as the federal government may direct in order to enforce the provisions of this Paragraph.

26. SPONSOR'S ASSURANCE OF SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between City and the United States relative to the operation and maintenance and of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. The parties agree that this Lease shall be modified to conform to any requirements of the United States.

27. NOTICES.

27.1 Any notice required or permitted under this Lease may be delivered and served personally, or alternatively, may be deposited in the United States mail, postage prepaid, addressed to the parties as shown below:

City:
City Manager
City of Roseburg
900 S.E. Douglas Avenue
Roseburg, Oregon 97470

Lessee:
REIS, LLC
ATTN: Ronald R. Preston
PO Box 2294
Roseburg, OR 97470

27.2 Such notice, if mailed within the State of Oregon, shall be deemed delivered upon the second day following the date postmarked. If mailed outside the

State of Oregon, notice shall be deemed delivered upon the fifth day following the date postmarked.

28. DEFAULT.

28.1 The following shall constitute events of default:

28.1.1 Default in Rent. Failure by Lessee to pay rent within 20 days of notice of Lessee's failure to pay rent as required in Paragraph 3;

28.1.2 Default in Insurance. Failure of Lessee to prevent the expiration, lapse or cancellation of any insurance required by this Lease, after having been given at least two business days' notice by City of the actual or potential expiration, lapse or cancellation;

28.1.3 Default in Other Covenants. Failure of either party to comply with the terms or conditions or fulfill any obligation of this Lease (other than the payment of rent as provided in Subparagraph 28.1.1) within 30 days after written notice by the other party specifying the nature of the default with reasonable particularity; or

28.1.4 Insolvency. Assignment by Lessee for the benefit of creditors, the filing by Lessee of a voluntary petition in bankruptcy, and adjudication that Lessee is bankrupt, or the appointment of a receiver of the property of Lessee, the filing of an involuntary petition of bankruptcy and failure of Lessee to secure dismissal of the petition within 60 days after filing, attachment or levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within 30 days.

28.2 Recurring Default. If Lessee or City cures a default in the manner described in Subparagraph 28.1 above, in the event of Lessee's or City's subsequent failure to comply with the same obligation within any 12 consecutive months or Lessee's or City's violation of the same provision within any 12 consecutive months, no notice of the obligation or violation will need to be given prior to declaring a default under this Subparagraph 28.2.

29. WAIVER OF DEFAULT. Any waiver by City of strict compliance with the terms of this Lease shall not be a waiver of any subsequent violation or default.

30. REMEDIES ON DEFAULT IF A DEFAULT OCCURS.

30.1 Termination. Upon the occurrence of an event of default, this Lease may be terminated at the option of City by notice in writing to Lessee.

30.2 Damages Without Termination. If this Lease is not terminated by election of City or otherwise, City shall be entitled to recover damages from Lessee for the default.

30.3 Re-entry After Termination. If this Lease is terminated for any reason, Lessee's liability to City for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:

30.3.1 Immediately upon expiration of the grace period for curing default or 24 hours after the expiration of the term then in effect or the termination of this Lease pursuant to Paragraph 6 of this agreement, City may re-enter and assume complete control of the Property, including the right of ingress and egress, and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages.

30.3.2 Lessee shall vacate the Property within 30 days of the termination date, remove any property of Lessee, including fixtures which Lessee is required to move at the end of the Lease term, perform any cleanup, alterations or other work required to leave the Property in the condition required at the end of the term, and deliver all keys to City. During this period, City agrees to permit Lessee access to the Property to remove Lessee's property and perform the required cleanup, alterations, etc., upon notification by Lessee at least 24 hours in advance of the time access is necessary.

30.3.3 Following re-entry, City may re-let the Property and in that connection may:

(a) Make any suitable alterations or re-furnish the Property or improvements, or both, to change the character or use of the Property or improvements, but City shall not be required to re-let for any use or purposes (other than that specified in this Lease) which City may reasonably consider injurious to the Property or improvements or to any Lessee which City may reasonably consider objectionable;

(b) Re-let all or part of the Property or improvements, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon such terms as City may in good faith deem proper.

30.3.4 Subject to City's duty to mitigate damages, in the event of termination on default, City shall be entitled to recover damages immediately, without waiting until the due date for any future rent or until the date fixed for expiration of the Lease term.

30.3.5 The foregoing remedies shall be in addition to and shall not exclude any other remedies available to City under applicable law. The foregoing remedies shall survive the expiration or earlier termination of this Lease.

31. **ATTORNEY FEES.** In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Lease, rescinding the Lease, or to collect any indebtedness hereunder, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees in the proceeding, or any appeal or review thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. In addition, in the event of default by either party in performance of this Lease, the defaulting party agrees to pay all reasonable attorney fees and legal expenses incurred by the non-defaulting party in collecting any sums due hereunder, even though no litigation is filed.


32. **SEVERABILITY.** Invalidation of any term or provision herein by judgment or court order, or otherwise, shall not affect any other provision, which will remain in full force and effect.


33. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Lease are not to be construed as interpretations of the text, but are inserted for convenience and reference of the reader only.

34. **ENTIRE AGREEMENT.** This Lease embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Lease shall supersede all prior communications, representations or agreements, either verbal or written, between the parties.

CITY OF ROSEBURG

REIS, LLC


P. Eric Swanson, City Manager *Acting*
Date: 11/14/06


Ronald R. Preston, Corp. Member
Date: 11/9/06

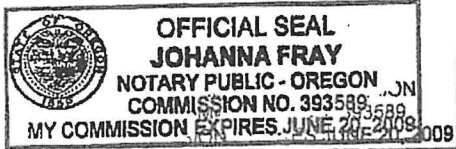
ATTEST:


Sheila R. Cox, City Recorder *Acting*

NOTARIZED SIGNATURES ON FOLLOWING PAGE

STATE OF OREGON)
)ss.
COUNTY OF DOUGLAS)

On this 9 day of November, 2006, the above named Ronald R. Preston, personally appeared before me and acknowledged the foregoing Lease agreement to be of voluntary act and deed.



Before me: Johanna Fray
Notary Public for Oregon
My commission expires: 6/20/09

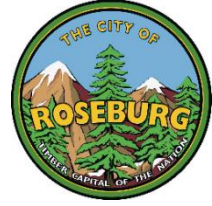
STATE OF OREGON)
)ss.
COUNTY OF DOUGLAS)

On this 14th day of Nov, 2006, the above named Sheila R Cox Acting ~~P. Eric Swanson~~, City Manager for the City of Roseburg, Oregon, personally appeared before me and acknowledged the foregoing Lease agreement to be of voluntary act and deed.

Before me: Christine L Morgan
Notary Public for Oregon
My commission expires: 2-25-08



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



CITY MANAGER ACTIVITY REPORT

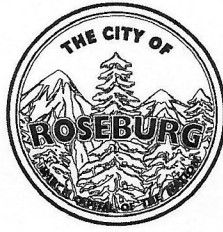
Meeting Date: May 9, 2022
Department: Administration
www.cityofroseburg.org

Agenda Section: Informational
Staff Contact: Nikki Messenger, City Manager
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

At each meeting, the City Manager provides the City Council with a report on the activities of the City, along with an update on operational/personnel related issues which may be of interest to the Council. These reports shall be strictly informational and will not require any action on the Council's part. The reports are intended to provide a mechanism to solicit feedback and enhance communication between the Council, City Manager and City Staff. For your May 9, 2022, meeting, the following items are included:

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

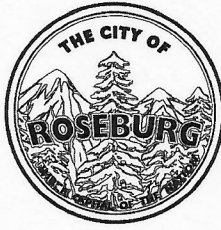


Agenda
Department Head Meeting
Public Safety Center – Umpqua Room
April 26, 2022 - 10:00 a.m.

1. April 25, 2022 City Council Meeting Synopsis
2. May 9, 2022 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents, Events, or Grants to review and/or sign
 - A. Event Permit – May 20, 2022
 - B. Parade Permit – November 11, 2022
5. Department Items
 - A. COVID/Meetings Discussion Summation from 4/18/22 (JV/AS/NM)

** Reminder

- a. Budget Power Points due April 27, 2022 for Koree to merge the full presentation
- b. Budget Power Point run through for Staff on May 2, 2022 during Department Head Meeting
- c. Final Power Point copies and budget books given to Council and Budget Committee on May 3, 2022.
- d. First Budget Committee Meeting in person on May 10, 2022 in Council Chambers



Agenda
Department Head Meeting
City Hall Council Chambers
May 2, 2022 - 10:00 a.m.

1. Budget Meeting Power Point Review and Practice
2. May 9, 2022 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents, Events, or Grants to review and/or sign
 - A. Library Grant Checklist
5. Department Items
 - A. COVID Updates
 - B. KMTR Update

TENTATIVE FUTURE COUNCIL AGENDA



Unscheduled

- ARPA Funds Discussion
- RPEA Contract
- Umpqua Basin Urban Services Agreement
- Urban Growth Boundary Swap

May 23, 2022

Special Meeting – Time TBD

- A. Planning Commission Interviews
- Commission Reports
- A. Planning Commission Appointment
- Consent Agenda
- A. Minutes of May 9, 2021 Special Meeting
 - B. Minutes of May 9, 2022
- Special Presentation
- A. Developable Business Lands Map Presentation
- Resolutions
- A. Annual Fee Adjustments
 - Resolution No. 2022- -- - General Fees
 - Resolution No. 2022- -- - Water Related Fees
- Informational
- A. City Manager Activity Report

June 13, 2022

- Mayor Reports
- A. Camp Millennium Week Proclamation
- Consent Agenda
- A. Minutes of May 23, 2022
- Public Hearing
- A. Resolution No. 2022 - -- - 2022-2023 Budget Adoption
- Resolutions
- A. Resolution No. 2022- -- - Appropriation Transfer
- Department Items
- A. Pavement Management Program Slurry Seals Bid Award Recommendation, Project No. 22PW02
 - B. Police Vehicle Purchase Authorization
 - C. Police Taser Contract Authorization
 - D. Urban Growth Boundary Swap Status Update
- Informational
- A. City Manager Activity Report
- #### **Urban Renewal Agency Board Meeting**
- Consent Agenda
- A. Minutes of June 14, 2021
- Public Hearing
- A. Resolution No. UR-2022-02 – 2022-2023 Budget Adoption
-

June 27, 2022

Consent Agenda

- A. Minutes of June 13, 2022
- B. Oregon Housing Community Service (OHCS) Grant Acceptance

Department Items

- A. Stephens Street Grind Inlay Bid Award, Project No. 22PW01 Phase 2
- B. 2022 CIPP Vine Street and Brooklyn Avenue
- C. Water/Storm Equipment Purchase – Mini Excavator

Informational

- A. City Manager Activity Report
-

July 11, 2022

Mayor Reports

- A. Parks and Recreation Month Proclamation

Special Presentation

- A. Roseburg Public Library UCAN AmeriCorps Member Presentation by Lydia Rathe

Consent Agenda

- A. Minutes of June 27, 2022

Executive Session ORS 192.660(2)(i) – City Manager Report/Evaluation

Informational

- A. City Manager Activity Report
-

July 25, 2022

Consent Agenda

- A. Minutes of July 11, 2022

Informational A

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

August 8, 2022

Consent Agenda

- A. Minutes of July 25, 2022

Informational

- A. City Manager Activity Report
-

August 22, 2022

Consent Agenda

- A. Minutes of August 8, 2022

Informational

- A. City Manager Activity Report

Executive Session ORS 192.660(2)(i) – City Manager Performance Appraisal

September 12, 2022

Mayor Reports

- A. Constitution Day and Week Proclamation

Consent Agenda

- A. Minutes of August 22, 2022

Informational

A. City Manager Activity Report

September 26, 2022

Consent Agenda

- A. Minutes of September 12, 2022

Informational

- A. City Manager Activity Report
-

October 10, 2022

Consent Agenda

- A. Minutes of September 26, 2022

Informational

- A. City Manager Activity Report
-

October 24, 2022

Mayor Reports

- A. Veterans Day Proclamation

Consent Agenda

- A. Minutes of October 10, 2022

Informational

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

November 14, 2022

Mayor Reports

- A. City Manager Compensation

Consent Agenda

- A. Minutes of October 24, 2022

Informational

- A. City Manager Activity Report

Executive Session ORS 192-660(2)(i) – Municipal Court Judge Annual Evaluation

December 12, 2022

Mayor Reports

- A. Municipal Court Judge Compensation

Consent Agenda

- A. Minutes of November 14, 2022

Informational

- A. City Manager Activity Report
-

Friday Message
April 22, 2022

- Last Monday, Stuart Cowie and I attended the Chamber luncheon. The speakers were Jared Cordon and Rachel Pokrandt. They did a fabulous job speaking to the exciting opportunities for education in our community. We are fortunate to have them both leading their respective organizations.
- The Public Works Commission met last Thursday and made several recommendations that will be presented to the Council at your Monday, April 25th meeting.
- The Economic Development Commission met last Wednesday and heard updates from Experience Roseburg, CCD Business Development Corporation, and the Umpqua Economic Development Partnership.
- Last Thursday, I was given the opportunity to present to the Roseburg Rotary Club. Previously, there were three clubs (breakfast, lunch, and dinner). Post-COVID, they have combined into one club that currently meets during the lunch hour. The group chose to hear updates on the City's efforts regarding homelessness and our experiences dealing with all things COVID related.
- This week (Monday thru Wednesday), I attended the APWA Spring conference in Seaside. The weather was terrible, but there were some great technical sessions that made the trip well worth it.
- The Library Commission met on Tuesday and received updates on Imagination Library and other library statistics.
- Yesterday, the Airport Commission met and discussed two agenda items. The first was an updated capital improvement project list that has been submitted to the FAA to reflect projects that may be funded by the additional \$295,000 the airport is eligible to receive annually for the next five-years from the Bipartisan Infrastructure Law. The second topic was a request for a ground lease assignment for Hangar 12. Hangar 12 has a mixture of aeronautical and non-aeronautical uses and the Commission expressed concerns over the lease. In the end, the Commission approved a motion to move the item on to Council without a recommendation from the Commission. The item will be included on the May 9th City Council agenda.
- Experience Roseburg held a ribbon cutting ceremony for the new Visitor's Center yesterday. If you haven't seen it yet, you should swing by when you get a chance.
- Staff has received positive feedback regarding the Police Department's efforts to remove the RV's from within the city parks. Thank you to Chief Klopfenstein and the entire RPD!
- Watch for the latest version of the City Connection newsletter coming soon!
- Meetings next week:
 - Homeless Commission – Monday, 4/25 @ 11:00 a.m. via Zoom
 - City Council – Monday, 4/25 @ 7:00 p.m. in City Hall Council Chambers

